

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 16, 2022 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

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

IV. Presentation Agenda

- 1. Proclamation honoring Catherine Glaude**
- 2. Police Officer of the Year Recognition**
- 3. Fire Fighter of the Year Recognition**

V. Business Agenda

- 1. Receive and Accept Audited Financial Statements for the year ended September 30, 2021 and authorization to publish a synopsis of same**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. **Approval of an Ordinance of the City of Gautier, Mississippi, to assess a fee in the amount not to exceed \$2.00 per certain misdemeanor charges processed through Municipal court for distribution to Mississippi Coast Crime Stoppers.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Consideration of a Redesigned City of Gautier Logo**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Approval of the Master Services Agreement and scope of work for City website redesign and maintenance through CivicEngage**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Authorization to Acknowledge Bid and Award Contract for Nanofiltration Water Treatment Plant Equipment**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with a CCTV bid package for the College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Citywide Lift Station Upgrade Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for the Highway 90 Sanitary Sewer and Water Lines – Singing River Mall Improvements Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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10. Consider a request for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District located at Lot 123 Wynedote Dr, Gautier, MS (GPC #22-24-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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11. Consider a request for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District located at 2224 Southampton Court, Gautier, MS (GPC #22-31A-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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12. Consider a request for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District located at 2224 Southampton Court, Gautier, MS (GPC #22-31B-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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13. Consideration of a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District (GPC Case No. 22-30-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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14. Consider a request to amend the UDO to reflect text changes to Sections 2.1.3 Definitions; 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and 6.4 Development Standards for Certain Uses. Amendments are regarding Medical Cannabis. (City initiated) (GPC #22-32-UDO)

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

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

1. Approval of Minutes from Regular Council Meeting held August 2, 2022

- 2. Receive July 2022 Privilege License Report**
- 3. Approval of water and sewer adjustments dated August 16, 2022 in the amount of \$11,668.88**
- 4. Acceptance of the Certificate of Substantial Completion from J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.**
- 5. NUNC PRO TUNC Order correcting the Consideration of a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District**
- 6. Authorization to remove broken office equipment from the City of Gautier's inventory**
- 7. Approval of a lease purchase agreement with Community Bank for one HIDTA 2022 Ford Expedition**
- 8. Approval for an addendum to Delta Computer Systems Software Support Agreement for fiscal year 2022-2023**
- 9. Authorization to accept monetary donations for the City of Gautier's Cruisin' through the Decades Event**
- 10. Approval of a deductive Summary Change Order for the Martin Bluff Road Sidewalk Improvements Project and approval of the final pay application**

VII. STUDY AGENDA

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

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

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
August 16, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

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

NOTES:

VETERANS OF FOREIGN WAR 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



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



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



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
August 16, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Proclamation honoring Catherine Claude
2. Police Officer of the Year Recognition
3. Fire Fighter of the Year Recognition

NOTES :



PROCLAMATION

A Proclamation of Recognition The City of Gautier, Mississippi

A Proclamation honoring Catherine Glaude

WHEREAS, Catherine Glaude was born and raised in Jackson County, MS by her parents, Cleveland J. Glaude Sr. and Rosetta Glaude; and

WHEREAS, she is the oldest of six children, and has two children and grandchildren of her own; and

WHEREAS, in 1992, Miss Catherine began her career with the Boys and Girls clubs of Jackson County as a part-time unit director and a part-time administrative assistant; and

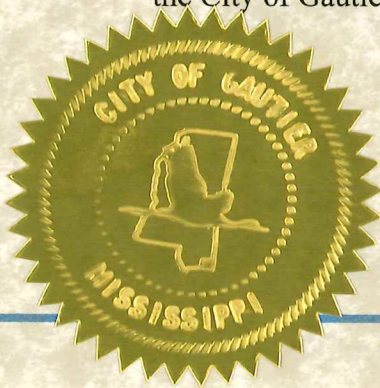
WHEREAS, by 1994, Miss Catherine was named Chief Professional Officer of the Boys and Girls Clubs of Jackson County, and has been employed with the Boys and Girls Clubs of Jackson County for 30 years, now as the CEO; and

WHEREAS, though she has been awarded for her numerous achievements, Miss Claude's main goal was (and is) to transform the lives of our youth and their families for years to come; and

WHEREAS, Miss Catherine believes in hard work, dedication, respect, loyalty, and compassion and has demonstrated her leadership skills by turning one small club serving 90 youth into three clubs and one outreach that serves over 650 youth annually; and

NOW, THEREFORE, WE, Mayor and Council of the City of Gautier, Mississippi, are honored to present this Proclamation of Recognition to Miss Catherine Claude for contributing her time, service, and compassion for Jackson County's youth here in the City of Gautier, Mississippi.

IN TESTIMONY WHEREOF, I have given under my hand and affix the Seal of the City of Gautier, Mississippi, this the 16th day of August, 2022.



**Casey Vaughan, Mayor
City of Gautier, Mississippi**

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

Council Meeting:
Title:

August 16, 2022
Receive and Accept Audited Financial Statements
for the year ended September 30, 2021 and
authorization to publish a synopsis of same

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Receive and Accept Audited Financial Statements for the year ended September 30, 2021 and authorization to publish same.

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	☐
☐		☐		☐		☐		☐	☐

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, pursuant to Miss. Code Ann Section 21-35-31, the City is required to have its municipal books audited annually;

WHEREAS, the City has retained a firm to perform such an audit, and these services are complete;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Audited Financial Statements and Special Reports for the year ended September 30, 2021 are hereby received and accepted.

IT IS FURTHER ORDERED that a synopsis of the audit be published in accordance with state law.

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

Motion was made by **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 August 16, 2022.

CITY OF GAUTIER, MISSISSIPPI

Audited Financial Statements and Special Reports

For the Year Ended September 30, 2021

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INTRODUCTORY SECTION



**Casey Vaughan
Mayor**



**Adam Colledge
Councilwoman At-Large**



**Cameron B. George
Councilman, Ward 1**



**Richard "DJ" Jackson
Councilman, Ward 2**



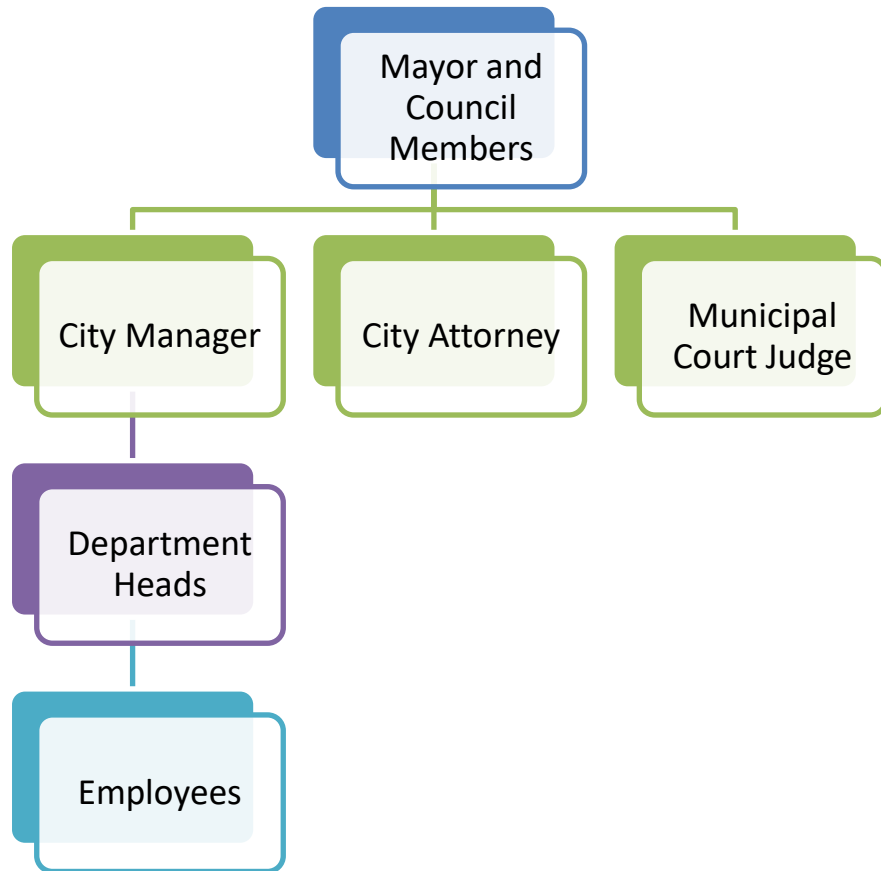
**Gordon Gollott
Councilman, Ward 3**



**Charles "Rusty" Anderson
Councilman, Ward 4**



**Dante Elbin
Councilman, Ward 5**



FINANCIAL SECTION

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE

CHARLENE KERKOW, CPA
SHARI L. BREEDEN, CPA
ROBERT D. FOREMAN, CPA

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPCOM

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
City Council of
City of Gautier, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, major fund, and the aggregate remaining fund information of the City of Gautier as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gautier, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-10, budgetary comparison information on pages 49-51, the Schedule of the City's Proportionate Share of the Net Pension Liability and the Schedule of City Contributions on pages 52-55, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, and the Schedule of Surety Bonds for City Officials are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information mentioned above is fairly stated in all material respects in relation to the basic financial statements as a whole.

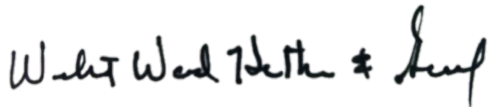
The Introductory Section and the Schedule of Surety Bonds for City Officials have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 28, 2022, on our consideration of City of Gautier, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Gautier, Mississippi's internal control over financial reporting and compliance.

Other Reporting Required by *State of Mississippi*

In accordance with the State of Mississippi, we have also issued our report dated July 28, 2022, on our consideration of the City of Gautier's compliance with state laws and regulations. The purpose of that report is to describe the scope of our testing of internal controls over compliance with state laws and regulations and the result of that testing, and not to provide an opinion on internal controls or compliance. That report is an integral part of an audit performed in accordance with state guidelines in considering the City of Gautier's internal control over financial reporting and compliance.

A handwritten signature in black ink, appearing to read "Wright Ward Hatten & Guel".

Wright, Ward, Hatten and Guel
July 28, 2022

MANAGEMENT DISCUSSION AND ANALYSIS



MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Gautier, Mississippi's (the City) Annual Financial Report presents a narrative overview and comparative analysis of the financial activities of the City for the fiscal year ended September 30, 2021 and 2020. Readers are encouraged to consider the information presented here in conjunction with the basic financial statements that immediately follow.

City of Gautier is located on the Mississippi Gulf Coast. According to the United States Census Bureau, the estimated population of City of Gautier as of July 1, 2021, is 18,996. The median household income is \$51,382 with over 89% of persons 25 years or older holding a high school degree or higher.

Government-wide Financial Highlights

- Total net position increased \$6,901,472 or 13% from 2020 which increased \$1,529,108. This increase is primarily due to an increase in federal grant revenues in 2021.
- General revenues amounted to of \$9,666,563 or 35% of total revenues. This amount increased \$59,032 from 2020. Program revenues amounted to \$17,577,723 or 65% of total revenues, which increased \$4,342,651 from 2020. This increase was mostly due to the less federal revenues received for capital projects.
- Capital assets, net of accumulated depreciation, increased by \$2,059,043 in the governmental activities and increased \$1,277,575 in the business-type activities during 2021. The increase in governmental capital assets is primarily a result of additional capital projects. The increase in business-type activities is primarily a result of additional projects reduced by annual depreciation.
- Long-term debt decreased by \$280,900 in the governmental activities primarily due to principal payments and refunding of bonds. This amount also includes a \$32,587 increase in compensated absences which represents amounts that would be due to an employee from the City upon termination of employment. Long-term debt decreased by \$714,662 in the business-type activities. The City's total debt outstanding at September 30, 2021 is \$26,628,446 which includes the liability for compensated absences of \$452,175. The net pension liability as of September 30, 2021 was \$10,565,649.

Fund Highlights

- *General Fund* – This fund is used for the general operations of the City. The General Fund had \$10,078,783 in revenues, which shows an increase of \$141,738 from 2020 and \$9,564,889 in expenditures, a increase of \$477,208 from 2020, in the current year. The General Fund's fund balance increased \$543,688.

Using this Annual Financial Report

This annual report consists of a series of financial statements and notes to those statements. These statements are organized so the reader can understand the City of Gautier as a financial whole or as an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial conditions.

The Statement of Net Position and Statement of Activities provide information about the activities of the whole City, presenting both an aggregate view of the City's finances and a longer-term view of those assets. Major fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what dollars remain for future spending. The fund financial statements also look at the City's most significant funds with all other non-major funds presented in total in one column.

Reporting the City of Gautier as a Whole

Statement of Net Position and the Statement of Activities

While this document contains information about the funds used by the City to provide services to our citizens, the view of the City as a whole looks at all financial transactions and asks the question, "How did we do financially during 2021?" The Statement of Net Position and the Statement of Activities answer this question.

These statements include all assets and liabilities using the accrual basis of accounting similar to the accounting used by the private sector companies. These bases of accounting take into account all of the current year's revenues and expenses regardless of when the cash is received or paid.

These two statements report the City's net position and the changes in those assets. This change in assets is important because it tells the reader whether, for the City as a whole, the financial position of the City has improved or diminished. However, in evaluating the overall position of the City, non-financial information such as changes in the City's tax base and the condition of the City's capital assets will also need to be evaluated.

In the Statement of Net Position and the Statement of Activities, the City's activities are reported as governmental and business-type activities, which include all of the City's services including general government, police, fire, public works, culture and recreations, community services, water and sewer and solid waste. The City of Gautier has no component units.

Table 1 and Table 2 provide a summary of the City's net position and changes in net position for 2021 compared to 2020.

TABLE 1
Condensed Statement of Net Position
September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Assets						
Current assets	\$ 12,773,253	17,670,860	4,692,871	14,718,948	17,466,124	32,389,808
Non-current assets	36,946,421	24,048,755	49,164,064	40,257,135	86,110,485	64,305,890
Total Assets	<u>49,719,674</u>	<u>41,719,615</u>	<u>53,856,935</u>	<u>54,976,083</u>	<u>103,576,609</u>	<u>96,695,698</u>
Deferred Outflows	<u>1,227,606</u>	<u>1,038,226</u>	<u>78,358</u>	<u>66,260</u>	<u>1,305,964</u>	<u>1,104,486</u>
Liabilities						
Current liabilities	2,566,317	545,189	1,571,888	1,132,042	4,138,205	1,677,231
Non-current liabilities	19,233,320	23,379,768	16,837,419	17,996,177	36,070,739	41,375,945
Total Liabilities	<u>21,799,637</u>	<u>23,924,957</u>	<u>18,409,307</u>	<u>19,128,219</u>	<u>40,208,944</u>	<u>43,053,176</u>
Deferred Inflows	<u>7,807,651</u>	<u>4,950,816</u>	<u>356,075</u>	<u>8,137</u>	<u>8,163,726</u>	<u>4,958,953</u>
Net Position						
Investment in capital assets, net of related debt	18,677,598	14,269,794	30,206,621	22,829,172	48,884,219	37,098,966
Restricted net assets	8,330,913	6,209,769	1,760,962	7,310,938	10,091,875	13,520,707
Unrestricted	(5,668,519)	(6,597,495)	3,202,328	5,765,877	(2,466,191)	(831,618)
Total Net Position	<u>\$ 21,339,992</u>	<u>13,882,068</u>	<u>35,169,911</u>	<u>35,905,987</u>	<u>56,509,903</u>	<u>49,788,055</u>

TABLE 2
Condensed Statement of Activities
September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2020	2020
Revenues:						
Program revenues	\$ 6,806,105	1,779,476	10,771,618	11,455,596	17,577,723	13,235,072
General revenues	9,327,581	9,217,744	338,982	389,787	9,666,563	9,607,531
Total revenues	<u>16,133,686</u>	<u>10,997,220</u>	<u>11,110,600</u>	<u>11,845,383</u>	<u>27,244,286</u>	<u>22,842,603</u>
Expenses:						
General government	2,416,294	2,742,552	-	-	2,416,294	2,742,552
Public safety	5,773,179	5,960,451	-	-	5,773,179	5,960,451
Public works	807,825	651,276	-	-	807,825	651,276
Culture and recreation	967,973	564,872	-	-	967,973	564,872
Interest on long-term debt	259,009	458,761	-	-	259,009	458,761
Water and sewer	-	-	8,677,899	9,638,050	8,677,899	9,638,050
Solid waste	-	-	1,440,635	1,297,533	1,440,635	1,297,533
Total expenses	<u>10,224,280</u>	<u>10,377,912</u>	<u>10,118,534</u>	<u>10,935,583</u>	<u>20,342,814</u>	<u>21,313,495</u>
Transfers	<u>1,691,242</u>	<u>1,022,478</u>	<u>(1,691,242)</u>	<u>(1,022,478)</u>	<u>-</u>	<u>-</u>
Increase (Decrease) in net assets	7,600,648	1,641,786	(699,176)	(112,678)	6,901,472	1,529,108
Net Position - beginning, restated	13,739,344	12,240,282	35,869,087	36,018,665	49,608,431	48,258,947
Net Position - ending	<u>\$ 21,339,992</u>	<u>13,882,068</u>	<u>35,169,911</u>	<u>35,905,987</u>	<u>56,509,903</u>	<u>49,788,055</u>

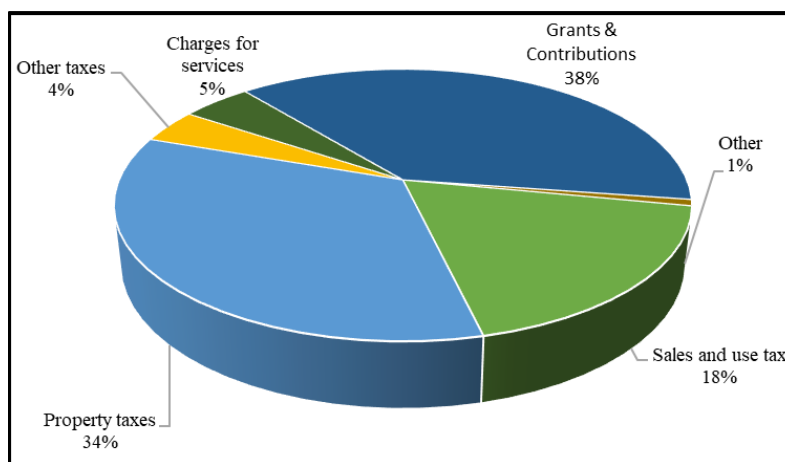
Governmental Activities

Total net position increased \$7,600,648 as a result primarily due to an increase in general revenues and a decrease in expenditures.

Under the accrual basis of accounting, general revenues amounted to of \$9,327,581 or 58% of total revenues. This amount increased \$109,837 from 2020 primarily due to a new general funding source from use taxes. Program revenues amounted to \$6,806,105 or 42% of total revenues, which increased \$5,026,629 from 2020 primarily due to additional grant revenue.

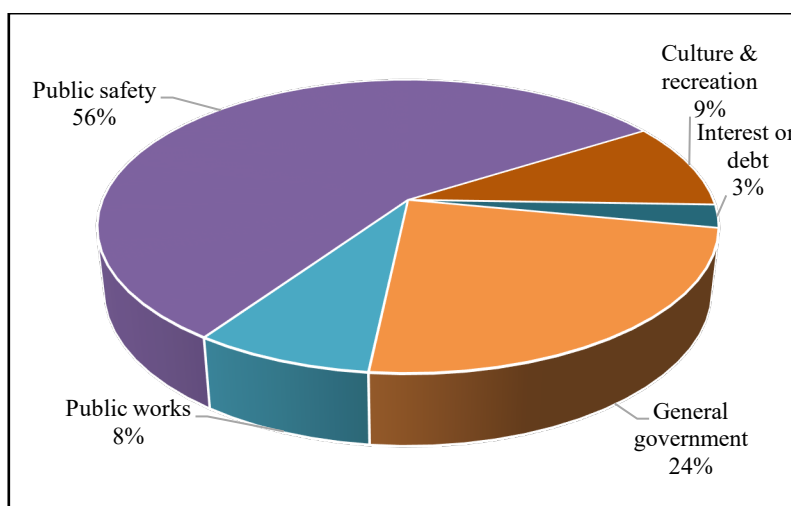
Several revenue sources fund our governmental activities. The following chart shows the City's total general revenues and program income that is used to offset governmental expenses.

Chart 1 – Governmental Revenue Sources



Major governmental expense activities are shown in the following chart.

Chart 2 – Governmental Activities



Business-type activities

Net position for the business-type activities was \$35,169,911 a decrease of \$736,076. Capital grant revenue increased due to on-going construction in progress funded by grants.

Restricted net position decreased significantly during 2021 primarily due to spent cash previously restricted for capital improvements.

Reporting the City of Gautier's Most Significant Funds

Fund Financial Statements

Fund financial reports provide detailed information about the City's major funds. Based on restrictions on the use of monies, the City has established many funds, which account for the multitude of services provided to the City's residents. However, these fund financial statements focus on the City's most significant funds. In the case of the City of Gautier, the City's major fund is the General fund.

Governmental Funds

The City's governmental funds focus on how money flows into and out of those funds and the balances left at year-end available for spending in future periods. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future on services provided to the City's residents. The relationship (or differences) between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds is reconciled in the financial statements.

Proprietary Funds

The City's proprietary funds focus on business-type activities conducted by the City. These funds are reported using the accrual method of account, which uses an "economic resources" measurement focus. Under the accrual basis of accounting revenues are recognized in the period in which they are earned regardless of when cash flows occur. Expenses are recorded when the recognized service is performed or the goods are received regardless of when the invoice is paid. Proprietary Fund information helps you to determine whether business-type activities are self-maintaining or if they are being subsidized by general government revenues. The proprietary funds show operating revenues and expenses that support the primary operations of the fund.

Fiduciary Funds

Fiduciary Funds show amounts held by the City for the benefit of others and clearing accounts used by the city to track payroll expenditures and property tax receipts and disbursements.

The City's Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable and nonspendable resources. Such information may be useful in assessing the City's financing requirements. In particular, the unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use at the end of the fiscal year. These funds are accounted for by using the modified accrual basis of accounting. Types of governmental funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds.

General Fund Budgeting Highlights

The City's budget is prepared according to Mississippi law and is based on accounting for certain transactions on a basis of cash receipts, disbursements and encumbrances. Governmental auditing standards require that cities present budgetary comparison schedules as required supplementary information to the financial statements. The most significant budgeted fund is the General Fund.

During the course of 2021, the City amended its general fund budget. All recommendations for a budget change come from the City Clerk to the Board of Alderman for approval. State law does not allow budget changes that modify functional levels of budget amounts within a department without board approval. With the General Fund supporting many of our major activities, such as our police and fire departments, as well as most legislative and executive activities, the General Fund is monitored closely looking for possible revenue shortfalls or over spending by individual departments.

Capital Assets

Table 3 shows the Changes in Capital Assets for the years ended September 30, 2021 and 2020.

TABLE 3
Schedule of Capital Assets (Net of Accumulated Depreciation)
September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Land	\$ 6,228,137	6,228,137	1,215,870	1,215,870	7,444,007	7,444,007
Construction in progress	3,327,949	985,831	3,086,297	517,115	6,414,246	1,502,946
Buildings & improvements	2,398,963	2,459,176	-	-	2,398,963	2,459,176
Infrastructure	13,048,241	13,178,784	34,221,498	35,364,488	47,269,739	48,543,272
Machinery & equipment	471,909	409,017	313,175	386,553	785,084	795,570
Equipment under capital leases	632,599	787,810	2,697,870	2,773,109	3,330,469	3,560,919
Total	<u>\$ 26,107,798</u>	<u>24,048,755</u>	<u>41,534,710</u>	<u>40,257,135</u>	<u>67,642,508</u>	<u>64,305,890</u>

The primary increase in capital assets occurred due to completion of capital projects.

General Long-term Obligations

At September 30, 2021, the City had \$27,624,008 outstanding debt obligations, which included \$417,084 of compensated absences payable.

TABLE 4
Schedule of Long-term Debt
September 30, 2021 and 2020

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
General Obligation Bonds	\$ 3,804,000	4,217,000	-	-	3,804,000	4,217,000
Limited Obligation Bonds	4,245,000	4,390,000	-	-	4,245,000	4,390,000
Revenue Refunding Bonds	-	-	11,895,000	9,725,000	11,895,000	9,725,000
Special Obligation Bonds	-	-	310,000	2,525,000	310,000	2,525,000
Capital Improvement Loans	1,086,902	620,808	-	-	1,086,902	620,808
Revolving Loans	-	-	2,610,655	3,063,611	2,610,655	3,063,611
Capital Leases	266,262	484,603	1,895,142	2,114,352	2,161,404	2,598,955
Add: Bond Premium*	63,310	66,550	-	-	63,310	66,550
Compensated Absences	431,534	398,947	20,641	18,137	452,175	417,084
Total	<u>\$ 9,897,008</u>	<u>10,177,908</u>	<u>16,731,438</u>	<u>17,446,100</u>	<u>26,628,446</u>	<u>27,624,008</u>

The compensated absences liability identified above refers to the current balance of what has been earned as a termination benefit that will be paid over-time as people leave or retire. This liability refers to vacation pay for employees of the city. See Note 1 for more details.

Contact the City's Financial Management

Questions about this report or requests for additional financial information may be addressed to:

Paula Yancy, City Manager
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553
(228) 497-8000

FINANCIAL STATEMENTS

	Governmental	Business-Type	Total
Assets			
Current Assets			
Cash	\$ 6,039,479	3,100,283	9,139,762
Receivables	6,622,788	1,406,922	8,029,710
Prepaid	110,986	185,666	296,652
Total Current Assets	<u>12,773,253</u>	<u>4,692,871</u>	<u>17,466,124</u>
Noncurrent Assets			
Restricted cash	10,838,623	7,629,354	18,467,977
Capital assets			
Land and construction in progress	9,556,086	4,302,167	13,858,253
Other capital assets (net of accumulated depreciation)	<u>16,551,712</u>	<u>37,232,543</u>	<u>53,784,255</u>
Total Noncurrent Assets	<u>36,946,421</u>	<u>49,164,064</u>	<u>86,110,485</u>
Total Assets	<u><u>49,719,674</u></u>	<u><u>53,856,935</u></u>	<u><u>103,576,609</u></u>
Deferred Outflow of Resources			
Deferred amounts related to pensions	1,227,606	78,358	1,305,964
Total Deferred Outflow of Resources	<u><u>1,227,606</u></u>	<u><u>78,358</u></u>	<u><u>1,305,964</u></u>
Liabilities			
Current Liabilities:			
Claims payable	1,160,256	214,973	1,375,229
Wages payable	401,786	16,309	418,095
Accrued interest payable	35,616	150,197	185,813
Retainage payable	161,948	49,800	211,748
Capital debt			
Bonds payable	575,000	560,000	1,135,000
Notes payable	61,966	463,645	525,611
Capital leases payable	121,381	112,335	233,716
Non-capital debt			
Compensated absences payable	48,364	4,629	52,993
Total Current Liabilities	<u>2,566,317</u>	<u>1,571,888</u>	<u>4,138,205</u>
Noncurrent Liabilities:			
Capital debt:			
Bonds payable	7,537,310	11,645,000	19,182,310
Notes payable	1,024,936	2,147,010	3,171,946
Capital leases payable	144,881	1,782,807	1,927,688
Non-capital debt			
Compensated absences payable	383,170	16,012	399,182
Customer deposits	-	823,964	823,964
Net pension liability	<u>10,143,023</u>	<u>422,626</u>	<u>10,565,649</u>
Total Noncurrent Liabilities	<u>19,233,320</u>	<u>16,837,419</u>	<u>36,070,739</u>
Total Liabilities	<u><u>21,799,637</u></u>	<u><u>18,409,307</u></u>	<u><u>40,208,944</u></u>
Deferred Inflows of Resources			
Property tax for future reporting period	4,880,745	-	4,880,745
Deferred amount on pension	2,926,906	356,075	3,282,981
Total Deferred Inflows of Resources	<u><u>7,807,651</u></u>	<u><u>356,075</u></u>	<u><u>8,163,726</u></u>
Net Position			
Investment in capital assets, net of related debt	18,677,598	30,206,621	48,884,219
Restricted Net Position:			
Non-expendable	115,831	185,666	301,497
Expendable:			
Restricted for debt service	36,451	1,575,296	1,611,747
Restricted for grant/bond purposes	8,178,631	-	8,178,631
Unrestricted	<u>(5,668,519)</u>	<u>3,202,328</u>	<u>(2,466,191)</u>
Total Net Position	<u><u>\$ 21,339,992</u></u>	<u><u>35,169,911</u></u>	<u><u>56,509,903</u></u>

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:					\$		
General government	\$ 2,416,294	184,190	-	3,934,778	1,702,674		1,702,674
Public safety	5,773,179	400,249	351,156	14,091	(5,007,683)		(5,007,683)
Public works	807,825	-	-	736,133	(71,692)		(71,692)
Culture, recreation and community services	967,973	169,053	140,702	875,753	217,535		217,535
Interest on long-term debt	259,009	-	-	-	(259,009)		(259,009)
Total governmental activities	10,224,280	753,492	491,858	5,560,755	(3,418,175)		(3,418,175)
Business-type activities:							
Water and sewer	8,677,899	8,769,097	-	499,256		590,454	590,454
Solid waste	1,440,635	1,503,265	-	-		62,630	62,630
Total business-type activities	10,118,534	10,272,362	-	499,256		653,084	653,084
Total government	\$ 20,342,814	11,025,854	491,858	6,060,011		653,084	(2,765,091)
General Revenues:							
Taxes:							
Property taxes, general					4,037,095	-	4,037,095
Property taxes, debt service					972,448	-	972,448
Property taxes, community support					119,894	-	119,894
Property taxes, in lieu					363,255	-	363,255
General sales and use taxes					2,938,275	-	2,938,275
Road and bridge privilege taxes					533,777	-	533,777
Franchise taxes					118,179	-	118,179
Grants and contributions not restricted to a special purpose					124,917	-	124,917
Unrestricted investment earnings					25,269	22,852	48,121
Miscellaneous					94,472	316,130	410,602
Total general revenues					9,327,581	338,982	9,666,563
Transfers					1,691,242	(1,691,242)	-
Total general revenues and transfers					11,018,823	(1,352,260)	9,666,563
Changes in net position					7,600,648	(699,176)	6,901,472
Net position - beginning (restated)					13,739,344	35,869,087	49,608,431
Net position - ending					\$ 21,339,992	35,169,911	56,509,903

	Major Funds			
	General Fund	Town Center Retail Dev Complex Fund	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash	\$ 5,315,819	2,001,442	9,005,490	16,322,751
Receivables:				
Property tax	4,839,524	-	116,967	4,956,491
Sales tax	225,441	-	-	225,441
Franchise taxes	134,593	-	-	134,593
Intergovernmental	178,062	-	34,963	213,025
Court fines & fees	736,667	-	-	736,667
Due from other funds	88,980	-	-	88,980
Total Assets	<u>11,519,086</u>	<u>2,001,442</u>	<u>9,157,420</u>	<u>22,677,948</u>
LIABILITIES				
Claims payable	383,201	-	595,895	979,096
Wages payable	401,786	-	-	401,786
Retainage payable	-	-	161,948	161,948
Due to other funds	-	-	88,980	88,980
Total Liabilities	<u>784,987</u>	<u>-</u>	<u>846,823</u>	<u>1,631,810</u>
DEFERRED INFLOWS OF RESOURCES				
Property taxes for future reporting period	4,767,239	-	113,506	4,880,745
Unavailable revenue - fines	736,667	-	-	736,667
Total Deferred Inflows of Resources	<u>5,503,906</u>	<u>-</u>	<u>113,506</u>	<u>5,617,412</u>
FUND BALANCES				
Non-spendable				
Unemployment compensation	4,845	-	-	4,845
Restricted:				
Grant/bond purposes	-	2,001,442	8,110,410	10,111,852
Committed:				
Community support	-	-	86,681	86,681
Assigned:				
Emergency travel fund	1,144	-	-	1,144
Unassigned	5,224,204	-	-	5,224,204
Total Fund Balances	<u>5,230,193</u>	<u>2,001,442</u>	<u>8,197,091</u>	<u>15,428,726</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 11,519,086</u>	<u>2,001,442</u>	<u>9,157,420</u>	<u>22,677,948</u>

Total governmental funds balance**\$ 15,428,726**

Amounts reported for governmental activities in the statement of net position are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Governmental capital assets	\$ 31,960,971	
Less: accumulated depreciation	<u>(5,853,173)</u>	26,107,798

Long-term liabilities are not due and payable in the current period expenditures and therefore are not reported in the governmental funds.

Bonds payable (including premium)	\$ (8,112,310)	
Notes payable	(1,086,902)	
Capital leases payable	(266,262)	
Compensated absences	<u>(431,534)</u>	(9,897,008)

Other long term assets are not available to pay or current period expenditures and therefore are deferred in the funds.

Court fines receivable	<u>\$ 736,667</u>	736,667
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Some liabilities, including net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds.

Net pension liability		(10,143,023)
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Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.

Deferred outflows of resources related to pensions	\$ 1,227,606	
Deferred inflows of resources related to pensions	<u>(2,926,906)</u>	(1,699,300)

Internal Service Funds are used by management to charge the costs of various internal operations to individual funds. The assets and liabilities of Internal Service Funds are included in governmental activities in the Statement of Net Position as follows:

Current assets	\$ 1,022,908	
Estimated claims payable	<u>(181,160)</u>	841,748

Accrued interest not due and payable in the current period expenditures and, therefore, not reported in the funds.

(35,616)

Net position of governmental activities

\$ 21,339,992

	Major Funds			
	General Fund	Town Center Retail Dev Complex Fund	Other Governmental Funds	Total Governmental Funds
Revenues				
Property taxes	\$ 5,372,798	-	119,894	5,492,692
General sales and use taxes	2,507,783	-	-	2,507,783
Franchise fees	118,179	-	-	118,179
Licenses and permit fees	184,190	-	-	184,190
Intergovernmental	1,449,202	1,500,000	4,187,110	7,136,312
Charges for services	29,176	-	155,213	184,389
Fines and forfeitures	346,265	-	-	346,265
Investment earnings	13,118	1,281	10,178	24,577
Miscellaneous	58,072	-	-	58,072
Total Revenues	10,078,783	1,501,281	4,472,395	16,052,459
Expenditures				
General government	2,474,756	-	-	2,474,756
Public safety	5,799,360	-	145,703	5,945,063
Public works	566,746	-	11,087	577,833
Culture & recreation	563,112	-	302,312	865,424
Capital outlay	32,836	40,049	2,676,367	2,749,252
Debt service:				
Principal	117,849	-	692,398	810,247
Interest and bond issue costs	10,230	5,790	242,884	258,904
Total Expenditures	9,564,889	45,839	4,070,751	13,681,479
Excess (Deficiency) of Revenues Over Expenditures	513,894	1,455,442	401,644	2,370,980
Other Financing Sources (Uses)				
Proceeds from loans	-	500,000	-	500,000
Insurance proceeds	35,280	-	9,453	44,733
Transfers in	870,793	46,000	1,655,682	2,572,475
Transfers out	(876,279)	-	(4,954)	(881,233)
Total Other Financing Sources (Uses)	29,794	546,000	1,660,181	2,235,975
Net changes in fund balances	543,688	2,001,442	2,061,825	4,606,955
Fund balances - beginning (restated)	4,686,505	-	6,135,266	10,821,771
Fund balances - ending	\$ 5,230,193	2,001,442	8,197,091	15,428,726

Net Change in Fund Balances - total governmental funds	\$ 4,606,955
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ 2,749,252	
Depreciation	<u>(687,595)</u>	2,061,657

In the Statement of Activities, only gains and losses from the sale/disposal of capital assets are reported, whereas in the Governmental Funds, proceeds from the sale of capital assets increase financial resources. Thus, the change in net position differs from the change in fund balances by the amount of the net loss of \$2,614. (2,614)

Debt proceeds provide current financial resources to Governmental Funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of debt principal is an expenditure in the Governmental Funds, but the repayment reduces

Proceeds from loan		(500,000)
Debt retirement		810,247

Fine revenue recognized on the modified accrual basis in the funds during the current year is reduced because prior year recognition would have been required on the Statement of Activities using the full accrual basis of accounting. 35,804

Pension expense and other related activity do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.

Pension expense and contributions made after measurement date	448,798
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Some expenses reported in the statement of activities do not require the use of current financial resources, and therefore, are not reported as expenditures in governmental funds.

Accrued interest payable	(3,345)
Amortization of bond premium	3,240
Compensated absences	(32,587)

Internal service funds are used by management to charge the cost of certain activities, such as insurance costs and risk management, to individual funds.	<u>172,493</u>
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Change in net position of governmental activities	<u>\$ 7,600,648</u>
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	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
ASSETS				
Current Assets				
Cash	\$ 3,012,205	88,078	3,100,283	555,351
Receivables:				
Customer accounts, net	1,139,366	120,246	1,259,612	-
Insurance rebates	-	-	-	356,571
Intergovernmental	147,310	-	147,310	-
Due from other funds	-	134,207	134,207	-
Prepaid interest and insurance	185,666	-	185,666	110,986
Total Current Assets	4,484,547	342,531	4,827,078	1,022,908
Noncurrent Assets				
Restricted cash	7,629,354	-	7,629,354	-
Capital assets				
Land and construction in progress	4,302,167	-	4,302,167	-
Other capital assets, net	37,228,849	3,694	37,232,543	-
Total Noncurrent Assets	49,160,370	3,694	49,164,064	-
Total Assets	53,644,917	346,225	53,991,142	1,022,908
DEFERRED OUT FLOWS OF RESOURCES				
Deferred amounts related to pensions	78,358	-	78,358	-
Total Deferred Inflows of Resources	78,358	-	78,358	-
LIABILITIES				
Current Liabilities				
Claims payable	214,973	-	214,973	181,160
Wages payable	16,309	-	16,309	-
Retainage payable	49,800	-	49,800	-
Accrued interest	150,197	-	150,197	-
Due to other funds	134,207	-	134,207	-
Capital debt:				
Bonds payable	560,000	-	560,000	-
Notes payable	463,645	-	463,645	-
Capital leases payable	112,335	-	112,335	-
Non-capital debt:				
Compensated absences payable	4,629	-	4,629	-
Total Current Liabilities	1,706,095	-	1,706,095	181,160
Noncurrent Liabilities				
Capital debt:				
Bonds payable	11,645,000	-	11,645,000	-
Notes payable	2,147,010	-	2,147,010	-
Capital leases payable	1,782,807	-	1,782,807	-
Non-capital debt:				
Compensated absences payable	16,012	-	16,012	-
Customer deposits	823,964	-	823,964	-
Net pension liability	422,626	-	422,626	-
Total Noncurrent Liabilities	16,837,419	-	16,837,419	-
Total Liabilities	18,543,514	-	18,543,514	181,160
DEFERRED INFLOWS OF RESOURCES				
Deferred amounts related to pensions	356,075	-	356,075	-
Total Deferred Inflows of Resources	356,075	-	356,075	-
NET POSITION				
Net investment in capital assets	30,202,927	3,694	30,206,621	-
Nonexpendable	185,666	-	185,666	110,986
Restricted for:				
Debt service	1,575,296	-	1,575,296	-
Unrestricted	2,859,797	342,531	3,202,328	730,762
Total Net Position	\$ 34,823,686	346,225	35,169,911	841,748

	Business-type Activities			Governmental
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Operating revenues				
Charges for services	\$ 8,769,097	1,503,265	10,272,362	-
Employee contributions	-	-	-	1,019,655
Employer contributions	-	-	-	200,000
Insurance claim reimbursements	-	-	-	797,395
Miscellaneous operating revenues	316,130	-	316,130	160
Total operating revenues	<u>9,085,227</u>	<u>1,503,265</u>	<u>10,588,492</u>	<u>2,017,210</u>
Operating Expenses:				
Personnel services	676,767	-	676,767	-
Wastewater treatment	2,825,676	-	2,825,676	-
Privatization costs	2,048,289	-	2,048,289	-
Waste collection and disposal	-	1,440,635	1,440,635	-
Supplies	219,570	-	219,570	-
Maintenance and repairs	210,719	-	210,719	-
Other contractual services and charges	633,170	-	633,170	413,692
Claims and estimate changes	-	-	-	1,431,715
Depreciation	1,291,607	-	1,291,607	-
Total operating expenses	<u>7,905,798</u>	<u>1,440,635</u>	<u>9,346,433</u>	<u>1,845,407</u>
Operating income (loss)	<u>1,179,429</u>	<u>62,630</u>	<u>1,242,059</u>	<u>171,803</u>
Non-operating Revenues (Expenses)				
Interest and investment revenue	22,852	-	22,852	690
Interest expense and bond issue costs	(772,101)	-	(772,101)	-
Grant revenue	499,256	-	499,256	-
Transfers out	(1,529,403)	(161,839)	(1,691,242)	-
Total non-operating Revenues (Expenses)	<u>(1,779,396)</u>	<u>(161,839)</u>	<u>(1,941,235)</u>	<u>690</u>
Change in net position	(599,967)	(99,209)	(699,176)	172,493
Net position - beginning (restated)	<u>35,423,653</u>	<u>445,434</u>	<u>35,869,087</u>	<u>669,255</u>
Net position - ending	\$ <u>34,823,686</u>	<u>346,225</u>	<u>35,169,911</u>	<u>841,748</u>

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Cash Flows From Operating Activities				
Cash received from customers	\$ 8,837,130	1,593,815	10,430,945	-
Cash received for premiums	-	-	-	1,219,655
Other operating receipts	316,130	-	316,130	571,308
Cash paid to employees	(461,456)	-	(461,456)	-
Cash paid to suppliers	(219,570)	-	(219,570)	-
Cash paid to contractors	(5,665,509)	(1,440,635)	(7,106,144)	-
Cash paid for judgements and claims	-	-	-	(1,560,852)
Cash paid for administrative services	-	-	-	(378,041)
Net cash provided by (used in) operating activities	2,806,725	153,180	2,959,905	(147,930)
Cash Flows From Non-Capital Financing Activities				
Grant revenues	468,664	-	468,664	-
Advances from (to) other funds	(1,506,384)	(169,862)	(1,676,246)	-
Net cash flows provided by (used in) non-capital financing activities	(1,037,720)	(169,862)	(1,207,582)	-
Cash Flows From Capital and Related Financing Activities				
Purchase of capital assets	(2,571,185)	-	(2,571,185)	-
Issuance of new debt	2,579,000	-	2,579,000	-
Repayment of debt	(3,296,166)	-	(3,296,166)	-
Interest and amortization on debt	(937,941)	-	(937,941)	-
Net cash provided by (used in) capital and related financing activities	(4,226,292)	-	(4,226,292)	-
Cash Flows From Investing Activities				
Interest received	22,852	-	22,852	690
Net cash flows provided by (used in) investing activities	22,852	-	22,852	690
Net increase (decrease) in cash	(2,434,435)	(16,682)	(2,451,117)	(147,240)
Cash - October 1	13,075,994	104,760	13,180,754	702,591
Cash - September 30	\$ 10,641,559	88,078	10,729,637	555,351

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total Business-type Activities	Self Insurance Fund
Reconciliation of Operating Income (Loss) to Net Cash				
Provided by (Used In) Operating Activities:				
Operating income (loss)	\$ 1,179,429	62,630	1,242,059	171,803
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation	1,291,607	-	1,291,607	-
(Increase) decrease in assets:				
Accounts receivable	21,421	90,550	111,971	(226,247)
Prepaid insurance	-	-	-	(110,986)
Customer deposits	46,612	-	46,612	-
Increase (decrease) in liabilities:				
Claims payable	2,545	-	2,545	17,500
Wages payable	4,418	-	4,418	-
Retainage payable	49,800	-	49,800	-
Compensated absences	2,504	-	2,504	-
Pension liabilities and deferrals	208,389	-	208,389	-
Net cash provided by (used in) operating activities	\$ 2,806,725	153,180	2,959,905	(147,930)

NOTES TO THE FINANCIAL STATEMENTS

Note 1 - Summary of Significant Accounting Policies

The City of Gautier, Mississippi, (the "City") was incorporated June 17, 1986 under the laws of the State of Mississippi. The City operates under a Council-Manager form of government, which provides for an elected mayor and a six-member council. The following services are authorized by the City's charter: Public Safety (Police, Fire, Civil Defense and Protection Inspection), Street Maintenance, Garbage Collection, Water and Sewer, Culture, Recreation and Community Services, Public Improvements, Planning and Zoning, and General Administrative Services. The accounting and reporting policies of the City relating to the funds and accounts groups included in the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants in the publication entitled *Audits of State and Local Governmental Units* and by the Financial Accounting Standards Board (when applicable). The more significant accounting policies of the City are described below.

A. Financial Reporting Entity

For financial reporting purposes, the reporting entity includes all funds that are covered by the oversight responsibility of the City's governing board. As defined by accounting principles generally accepted in the United States of America, the City is considered a "primary government." The City is governed by a six member council in which five members were elected by the citizens of each defined ward and one member elected at-large.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth in Accounting Principles Generally Accepted in the United States of America. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters.

The other criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the City is able to exercise oversight responsibilities. Based upon the application of these criteria, the following is a brief review of each potential component unit addressed in defining the government's reporting entity. Based upon the application of these criteria, the City has no component units.

Jackson County Utility Authority

This potential component unit was established by State Code and its governing board is appointed jointly by the area governments' governing bodies. This is an independent unit that selects management staff, sets user charges, establishes budgets and controls all aspects of its daily activities. The City has been determined to be a joint venture of the participating agencies. See Note 15 for details.

B. Basis of Presentation.

The City's basic financial statement consist of government-wide statements, including a statement of net position and a statement of activities, and fund financial statements, which provide a more detailed level of financial information.

Note 1 - Summary of Significant Accounting Policies (continued)

Government-wide Financial Statements:

The Statement of Net Position and Statement of Activities display information about the City as a whole. The statements include all non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements.

Governmental activities generally are financed through taxes, intergovernmental revenues and other non-exchange revenues and are reported separately from business-type activities. Business-type activities rely mainly on fees and charges for support.

The Statement of Net Position presents the financial condition of the governmental activities and business-type activities of the City at year-end. The Government-wide Statement of Activities presents a comparison between direct expenses and program revenues for each function or program of the City's governmental activities. Direct expenses are those that are specifically associated with a service, program or department and therefore clearly identifiable to a particular function. Program revenues include charges paid by the recipient of the goods or services offered by the program and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Taxes and other revenues, not classified as program revenues, are presented as general revenues of the City, with certain limited exceptions. The comparison of direct expenses with program revenues identifies the extent to which each governmental function is self-financing or draws from the general revenues of the City.

Fund Financial Statements:

Fund financial statements of the City are organized into funds, each of which is considered to be separate accounting entities. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues and expenditures/expenses. Funds are organized into governmental, proprietary and fiduciary. Major individual Governmental Funds and major individual Enterprise Funds are reported as separate columns in the fund financial statements. Non-major funds are aggregated and presented in a single column as Other Governmental Funds.

C. Measurement Focus and Basis of Accounting.

The Government-wide, Proprietary Funds and Fiduciary Funds (excluding agency funds) financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used, regardless of when the related cash flows take place. Property taxes are recognized as revenue in the year for which they are levied. Shared revenues are recognized when the provider recognizes the liability to the City. Grants are recognized as revenues as soon as all eligibility requirements have been satisfied. Agency funds have no measurement focus, but use the accrual basis of accounting.

The City's proprietary funds apply all applicable GASB pronouncements and only the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: FASB Statements and Interpretations, Accounting Principle Board Opinions, and Accounting Research Bulletins of the Committee on Accounting Procedure.

The revenues and expenses of the proprietary funds are classified as operating and non-operating. Operating revenues and expenses generally result from providing services in connection with a proprietary fund's primary operations. All other revenue and expenses are reported as non-operating.

Note 1 - Summary of Significant Accounting Policies (continued)

Governmental financial statements are presented using a current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized in the accounting period when they are both measurable and available to finance operations during the year. Available means collected in the current period or within 60 days after year end to liquidate liabilities existing at the end of the year. Measurable means knowing or being able to reasonably estimate the amount. Expenditures are recognized only when payment is due. Property taxes, state appropriations and federal awards are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period.

The City reports the following major Governmental Funds:

General Fund - This is the City's primary operating fund. It is used to account for all activities of the general government for which a separate fund has not been established.

Town Center Retail Dev Complex Fund – This fund has been established to account for the development of the Singing River Mall Property.

Additionally, the City reports the following fund types:

GOVERNMENTAL FUND TYPES

Special Revenue Funds – These funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Debt Service Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Capital Projects Funds – These funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including acquisition or construction of capital facilities and other assets.

PROPRIETARY FUNDS

Enterprise Funds - These funds are used to account for those operations that are financed and operated in a manner similar to private business enterprises or where the City has decided that periodic determination of revenues earned, expenses incurred and/or net income is necessary for management accountability.

It is the intent of the City Council that the costs (expenses, including depreciation) of providing services to the general public on a continuing basis be financed or recovered primarily through user charges and that periodic determination of revenues earned, expenses incurred, and net income be identified for capital maintenance, public policy, management control, account ability, or other purposes.

Internal Service Funds - These funds are used to account for those operations that provide services to other departments or agencies of the government, or to other governments, on a cost-reimbursement basis. The City's internal service funds report on self-insurance for employee medical benefits and risk management for City's legal contingencies.

Note 1 - Summary of Significant Accounting Policies (continued)

FIDUCIARY FUNDS

Agency Funds - These funds account for various taxes, deposits and other monies collected or held by the City, acting in the capacity of an agent, for distribution to other governmental units or designated beneficiaries.

D. Account Classifications

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing and Financial Reporting* as issued in 2012 by the Government Finance Officers' Association.

E. Deposits and Investments

State law authorizes the City to invest in interest bearing time certificates of deposit for periods of fourteen days to one year with depositories and in obligations of the U.S. Treasury, State of Mississippi, or any City, municipality or City of this state. Further, the City may invest in certain repurchase agreements.

Cash includes cash on hand, demand deposits, and all certificates of deposit and cash equivalents, which are short-term highly liquid investments that are readily convertible to cash (generally three months or less). Investments in governmental securities are stated at fair value. However, the City had an investment that included governmental bonds during the fiscal year.

F. Receivables

All trade receivables are shown net of an allowance for uncollectibles. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by customers of the water and sewer department since the City started providing these services to citizens. The allowances are based on trade receivables in excess of 120 days outstanding.

G. Inter-Fund Transactions and Balances

Transactions between funds that are representative of short-term lending/borrowing arrangements and transactions that have not resulted in the actual transfer of cash at the end of the fiscal year are referred to as "due to/from other funds". Inter-fund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. Any outstanding balances between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. Prepaid items, such as prepaid insurance, are not reported for Governmental Fund Types since the costs of such items are accounted for as expenditures in the period of acquisition.

Note 1 - Summary of Significant Accounting Policies (continued)

I. Restricted Assets

Proprietary Fund assets required to be held and/or used as specified in bond indentures, bond resolutions, trustee agreements, board resolutions and donor specifications have been reported as restricted assets. When both restricted and nonrestricted assets are available for use, the policy is to use restricted assets first. Restricted Assets in the Governmental Activities represents the amounts for cash in accordance with GASB No. 62 which requires cash amounts designated for disbursement in the acquisition or construction of non-current assets designated as non-current.

J. Capital Assets

Capital acquisition and construction are reflected as expenditures in Governmental Fund statements and the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements. All purchased capital assets are stated at historical cost where records are available and at an estimated historical cost where no records exist. Capital assets include significant amounts of infrastructure which have been valued at estimated historical cost. The estimated historical cost was based on replacement cost multiplied by the consumer price index implicit price deflator for the year of acquisition. The extent to which capital assets, other than infrastructure, costs have been estimated and the methods of estimation are not readily available. Donated capital assets are recorded at estimated fair market value at the time of donation. The costs of normal maintenance and repairs that do not add to the value of assets or materially extend their respective lives are not capitalized; however, improvements are capitalized. Interest expenditures are not capitalized on capital assets.

Governmental accounting and financial reporting standards allowed governments meeting certain criteria to elect not to report major general infrastructure assets retroactively. The City meets these criteria and has so elected. Therefore, the major general infrastructure assets acquired prior to October 1, 2002, are not reported in the government-wide financial statements. However, as of September 30, 2021, the City has not systematically reported capital assets in accordance with generally accepted accounting principles.

Capital assets acquired or constructed for Proprietary Fund operations are capitalized at cost in the respective funds in which they are utilized. No interest is capitalized on self-constructed assets because non-capitalization of interest does not have a material effect on the City's financial statements. Donated capital assets are recorded at their fair value at the time of donation.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives are used to report capital assets in the government-wide statements. Depreciation is calculated on the straight-line basis for all assets, except land. A full year's depreciation expense is taken for all purchases and sales of capital assets during the year.

The following schedule details those thresholds, estimated useful lives and salvage value percentage of cost:

	Capitalization Threshold	Estimated Useful Life	Salvage Value (% of Cost)
Land	\$ -	N/A	N/A
Buildings	50,000	40 years	20%
Improvements/Infrastructure	25,000	20 years	20%
Machinery & equipment	5,000	5-10 years	10%
Property under capital leases	*	*	*

* Leased property capitalization policy and estimated useful life will correspond with the amounts for the asset classification, as listed above.

Note 1 - Summary of Significant Accounting Policies (continued)

K. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources expenditure until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources until that time.

Deferred amounts on pensions – Deferred outflows and inflows of resources should be reported when to show the City's proportionate share of amounts of the effects of actuarial differences and changes in assumptions to economic or demographic factors and differences between actual and projected earnings of multi-employer pension plan. In addition, a deferred inflow should be reported for employer contributions to the pension plan made subsequent to the measurement date.

Property tax for future reporting period/unavailable revenue – property taxes – Deferred inflows of resources should be reported when resources associated with imposed non-exchange revenue transactions are received or reported as a receivable before the period for which property taxes are levied.

Unavailable revenue – fines – When an asset is recorded in the governmental fund financial statements but the revenue is not available, the government should report a deferred inflow of resources until such time as the revenue becomes available.

L. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System of Mississippi (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. Long-term Liabilities

Long-term liabilities are the unmatured principal of bonds, loans, notes or other forms of noncurrent or long-term general obligation indebtedness. Long-term liabilities are not limited to liabilities from debt issuances, but may also include liabilities on lease-purchase agreements and other commitments.

In the government-wide financial statements and the Proprietary Fund financial information, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities or business activities Statement of Net Position.

Note 1 - Summary of Significant Accounting Policies (continued)

N. Compensated Absences

The City has adopted a policy of compensation for accumulated unpaid employee personal leave. No payment is authorized for accrued major medical leave. Accounting principles generally accepted in the United States of America require accrual of accumulated unpaid employee benefits as long-term liabilities in the government-wide financial statements. In fund financial statements, Governmental Funds report the compensated absence liability payable only if the payable has matured.

An employee may accumulate unused vacation leave hours without limitation, however, cash payments upon employee termination or retirement are limited to a maximum of 240 hours of an accumulated leave of pay. Employees have no claim for accumulated sick leave at termination, for retirement, lay-off, or cause. As such, no provision for unused sick leave has been provided in the financial statements. Unused vacation and sick leave balances may be credited to the Public Employee's Retirement System (PERS) as time worked.

O. Fund Balance Policies

In the fund financial statements, governmental funds report fund balance into classifications that comprise a hierarchy based on the extent to which the City is bound to honor constraints on the specific purpose for which amount in those funds can be spent. The classifications of fund balance are Non-spendable, Restricted, Committed, Assigned, and Unassigned. The following are descriptions of fund classifications used by the City:

Non-spendable fund balance includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for specific purposes pursuant to constraints imposed by a formal action of the City Council, the City's highest level of decision-making authority. This formal action is an order of the City Council as approved in the board minutes.

Assigned fund balance includes amounts that are constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not classified as non-spendable and is neither restricted nor committed. Assignments of fund balance are created by management pursuant to authorization established by the Board of Alderman.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds if expenditures incurred for specific purposes exceeded the amounts restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance.

Note 1 - Summary of Significant Accounting Policies (continued)

When both restricted and unrestricted resources are available for specified expenditures, restricted resources are considered spent before unrestricted resources. Within unrestricted resources, committed would be considered spent first (if available), followed by assigned (if available), and then unassigned amounts.

P. Net Position

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

Net investment in Capital Assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings attributable to the acquisition, construction or improvement of those assets.

Restricted net position - Consists of net position with constraints placed on the use either by external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position not meeting the definition of "restricted" or "invested in capital assets, net of related debt."

Q. Intergovernmental Revenues in Governmental Funds

Intergovernmental revenues, consisting of grants, entitlements and shared revenues, are usually recorded in Governmental Funds when measurable and available. However, the "available" criterion applies for certain federal grants and shared revenues when the expenditure is made because expenditure is the prime factor for determining eligibility. Similarly, if cost sharing or matching requirements exist, revenue recognition depends on compliance with these requirements.

R. Property Tax Revenues

Numerous statutes exist under which the City Council may levy property taxes. The selection of authorities is made based on the objectives and responsibilities of the City. Restrictions associated with property tax levies vary with the statutory authority. The amount of increase in certain property taxes is limited by state law. Generally, this restriction provides that these tax levies shall produce no more than 110% of the amount which resulted from the assessments of the previous year.

The City Council, each year at a meeting in September, levies property taxes for the ensuing fiscal year which begins on October 1. Real property taxes become a lien on January 1 of the current year, and personal property taxes become a lien on March 1 of the current year. Taxes on both real and personal property, however, are due on or before February 1 of the next succeeding year. Taxes on motor vehicles and mobile homes become a lien and are due in the month that coincides with the month of original purchase.

Accounting principles generally accepted in the United States of America require property taxes to be recognized at the levy date if measurable and available. All property taxes are recognized as revenue in the year for which they are levied. Motor vehicle and mobile home taxes do not meet the measurability and collectability criteria for property tax recognition because the lien and due date cannot be established until the date of original purchase occurs.

Note 1 - Summary of Significant Accounting Policies (continued)

S. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

T. Changes in Accounting Standards

Effective for fiscal year 2021 reporting, the City adopted the following new standards issued by the Governmental Accounting Standards Board (GASB):

Statement No. 84, *Fiduciary Activities*, was implemented during fiscal year 2021. The objective of this statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds.

Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

The effective dates of certain provisions contained in the following pronouncements are postponed by one year:

- Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*. Effective for reporting periods beginning after December 15, 2021.

The effective dates of the following pronouncements are postponed by 18 months:

- Statement No. 87, *Leases*. Effective for fiscal years beginning after June 15, 2021, and all reporting periods thereafter.

Note 2 – Cash

The carrying amount of cash was \$27,607,739 with city's total deposits with financial institutions at September 30, 2021. The bank balance was \$28,127,371. Of this amount \$9,139,762 is for current operations, \$16,035,665 set is for acquisition on non-current assets, \$857,016 is restricted for customer deposits and \$1,575,296 is restricted for debt service reserve deposits. The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation (FDIC).

Note 2 – Cash (continued)

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of the failure of a financial institution, the City will not be able to recover deposits or collateral securities that are in the possession of an outside party. The City does not have a formal policy for custodial credit risk. However, the Mississippi State Treasurer manages that risk on behalf of the City. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the City.

Note 3 – Receivables

A. Governmental Activities

Receivables in the governmental activities at September 30, 2021, consisted of the following:

Taxes receivable:	
Property taxes	
Current	\$ 75,746
For future reporting period	4,880,745
Total property taxes receivable	<u>4,956,491</u>
Intergovernmental receivable:	
Sales taxes	225,441
Franchise taxes	134,593
County road taxes	20,123
State grants	192,902
Total intergovernmental	<u>573,059</u>
Court fines receivable	14,733,333
Less: allowance for doubtful accounts	<u>(13,996,666)</u>
Total court fines receivable, net	<u>736,667</u>
Self Insurance Fund	
Insurance rebates receivable	356,571
Total receivable - governmental activities	<u>\$ 6,622,788</u>

B. Business-type Activities

Receivable in the business-type activities at September 30, 2021, consisted of the following:

Intergovernmental receivable:	
Federal grants	58,360
State grants	88,950
Total intergovernmental	<u>147,310</u>
Customer accounts receivable:	
Customer utility charges (billed)	2,902,929
Customer accounts, earned but unbilled	435,235
Less: allowance for doubtful accounts	<u>(2,078,552)</u>
Total customer accounts receivable, net	<u>1,259,612</u>
Total receivable - business-type activities	<u>\$ 1,406,922</u>

All trade receivables are shown net of an allowance for bad debt. An allowance in the amount of \$1,938,084 at September 30, 2021 has been provided in the Water and Sewer Enterprise Fund and \$140,468 has been provided in the Solid Waste Enterprise Fund for estimated uncollectible utility charges for a total of \$2,078,552.

Note 4 – Interfund Transactions and Balances

Government-wide Financial Statements

A. Internal Balances

At September 30, 2021, the City had the following transfers:

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
Governmental Activities	Business-type Activities	<u>\$ 1,691,242</u>

These amounts represent monies transferred from the governmental-type activities to the business-type activities for construction of water wells.

Fund Financial Statements

A. Due From/To Other Funds:

During the course of the year, certain expenditures were paid on a reimbursement basis requiring the City to borrow monies at year-end from the general fund in order to prevent a deficit cash balance in certain funds. Allocation percentages of federal reimbursement for construction projects caused expenditures to be paid from the wrong fund requiring many “due to/due from” transactions requiring cash transfer after year end.

<u>Receivable</u>	<u>Payable</u>	<u>Amount</u>
General Fund	Other Governmental Funds	\$ 88,980
Solid Waste Fund	Water & Sewer Fund	134,207
		<u>\$ 223,187</u>

B. Transfers In/Out:

Transfers were made in the course of the year for loans to various funds. Other transfers were made to reimburse the various funds for expenditures made on the behalf of other fund purposes.

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
General Fund	Other Governmental Funds	\$ 4,954
General Fund	Water & Sewer Fund	704,000
General Fund	Solid Waste Fund	161,839
Other Governmental Funds	General Fund	876,279
Other Governmental Funds	Water & Sewer Fund	825,403
		<u>\$ 2,572,475</u>

Note 5 – Capital assets

A. Governmental Activities

The following is a summary of governmental capital assets activity for the year ended September 30, 2021:

	Balance 10/1/2020	Additions	Adjustments/ Sales	Balance 9/30/2021
Capital assets not being Depreciated:				
Land	\$ 6,228,137	-	-	6,228,137
Construction in Progress	985,831	2,584,332	(242,214)	3,327,949
Total capital assets not being depreciated	<u>7,213,968</u>	<u>2,584,332</u>	<u>(242,214)</u>	<u>9,556,086</u>
Capital assets being depreciated:				
Buildings & Improvements	3,147,307	-	-	3,147,307
Infrastructure	15,944,476	-	242,214	16,186,690
Machinery & Equipment	1,625,315	164,920	(24,312)	1,765,923
Equipment under Capital Leases	1,304,965	-	-	1,304,965
Total capital assets being depreciated	<u>22,022,063</u>	<u>164,920</u>	<u>217,902</u>	<u>22,404,885</u>
Less accumulated depreciation for:				
Buildings & improvements	688,131	60,213	-	748,344
Infrastructure	2,765,692	372,757	-	3,138,449
Machinery & Equipment	1,216,298	99,414	(21,698)	1,294,014
Equipment under Capital Leases	517,155	155,211	-	672,366
Total accumulated depreciation	<u>5,187,276</u>	<u>687,595</u>	<u>(21,698)</u>	<u>5,853,173</u>
Total Capital assets being depreciated, net	<u>16,834,787</u>	<u>(522,675)</u>	<u>239,600</u>	<u>16,551,712</u>
Total governmental activities capital assets, net	<u>\$ 24,048,755</u>	<u>2,061,657</u>	<u>(2,614)</u>	<u>26,107,798</u>

Depreciation expense was charged to the following governmental functions:

General Government	\$ 44,963
Public Safety	258,872
Public Works	281,715
Culture & Recreation	102,045
	<u>\$ 687,595</u>

Note 5 – Capital assets (Continued)**B. Business-type Activities**

The following is a summary of business-type capital assets activity for the year ended September 30, 2021:

	Balance 10/1/2020	Additions	Adjustments/ Sales	Balance 9/30/2021
Capital assets not being Depreciated:				
Land	\$ 1,215,870	-	-	1,215,870
Construction in Progress	517,115	2,569,182	-	3,086,297
Total capital assets not being depreciated	1,732,985	2,569,182	-	4,302,167
Capital assets being depreciated:				
Infrastructure	48,985,280	-	-	48,985,280
Machinery & Equipment	1,751,413	-	-	1,751,413
Equipment under Capital Leases	3,224,544	-	-	3,224,544
Total capital assets being depreciated	53,961,237	-	-	53,961,237
Less accumulated depreciation for:				
Infrastructure	13,620,792	1,142,990	-	14,763,782
Machinery & Equipment	1,364,860	73,378	-	1,438,238
Equipment under Capital Leases	451,435	75,239	-	526,674
Total accumulated depreciation	15,437,087	1,291,607	-	16,728,694
Total Capital assets being depreciated, net	38,524,150	(1,291,607)	-	37,232,543
Total business-type activities capital assets, net	\$ 40,257,135	1,277,575	-	41,534,710

Depreciation expense was charged to the following governmental functions:

Water and Sewer Fund	\$ 1,291,607
Solid Waste Fund	-
Total depreciation - business-type activities	\$ 1,291,607

Note 6 – Court Fines Receivable/Deferred Inflows of Resources

Court fines receivables are recorded as deferred inflow of sources in the fund financial statements due to the funds using modified accrual basis. However, revenues received during the year are recorded in the government-wide financial statements on the full-accrual basis of accounting. Miss. Code Ann. (1972) does not allow for write-off of debt owed to municipalities. The amount represented on the financial statements is conclusive of all bad debts owed by citizens to the municipal courts since the City started providing court services. Court fines receivable at September 30, 2021, were \$14,733,333, of which an allowance of \$13,996,666 has been determined as uncollectible with \$736,667 deemed collectible.

Note 7 – Claims and Judgments

Risk Financing

The City finances its exposure to risk of loss related to workers' compensation for injuries to its employees through the Mississippi Public Entity Workers' Compensation Trust, a public entity risk pool.

The City pays premiums to the pool for its workers' compensation insurance coverage, and the participation agreement provides that the pool will be self-sustaining through member premiums. The retention for the pool is \$1,000,000 for each accident and completely covers statutory limits set by the Workers' Compensation Commission. Risk of loss is remote for claims exceeding the pool's retention liability. However, the pool also has catastrophic reinsurance coverage for statutory limits above the pool's retention, provided by Safety National Casualty Corporation, effective from January 1, 2021, to January 1, 2022. The pool may make an overall supplemental assessment or declare a refund depending on the loss experience of all the entities it insures.

The City is exposed to risk of loss relating to employee health, accident and dental coverage. Pursuant to Section 25-15-101, Miss. Code Ann. (1972), the City established a risk management fund (included as an Internal Service Fund) to account for and finance its uninsured risk of loss. Under the plan, amounts payable to the risk management fund are based on actuarial estimates. Each employee pays a portion of his/her premium through a payroll deduction. The City pays the remaining portion of the premium on a single coverage policy for its respective employees. Employees desiring additional and/or dependent coverage pay the additional premium through a payroll deduction. Premium payments to the risk management fund are determined on an actuarial basis. The City has minimum uninsured risk retention to the extent that actual claims submitted exceed the predetermined premium. The City has implemented the following plans to minimize this potential loss:

The City has purchased coinsurance which functions on specific stop loss coverage. This coverage is purchased from an outside commercial carrier. For the current fiscal year, the specific coverage begins when an individual participant's claim exceeds \$65,000.

Claims expenditures and liabilities are reported when it is probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). At September 30, 2021, the amount of this liability was \$181,160.

	Amount
Liability at beginning of year	\$ 163,660
Claims and changes of estimates	1,449,215
Claims payments	(1,431,715)
Liability at end of year	<u>\$ 181,160</u>

Note 8 – Retirement Plan

The City contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature.

Plan Description and Provisions

Substantially all of the City's full-time employees participate in PERS, a multi-employer, cost-sharing, defined benefit public employee pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits Provided

Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public cities. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi, membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring.

Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007).

PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The employer's rate as of September 30, 2021, was 17.4% of annual covered payroll. The contribution requirements of PERS members and employers are established and may be amended only by the State of Mississippi Legislature.

Note 8 – Retirement Plan (continued)

Pension Liabilities, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2021, the City reported a liability of \$10,143,023 in the governmental activities and \$422,626 in the business-type activities for its proportionate share of the PERS net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the PERS net pension liability was based on a projection of the City's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. At June 30, 2021, the City's proportion was .071%. For the year ended September 30, 2021, the City recognized PERS pension expense for governmental activities of \$340,194 and for the business-type activities of \$255,531.

At September 30, 2021, the City reported deferred outflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
	Governmental Activities	Business-Type Activities	Total
Differences between expected and actual experience	\$ 158,807	10,137	168,944
Changes of assumptions	764,240	48,781	813,021
Net difference between projected and actual earnings on pension plan investments	-	-	-
Changes in proportion and differences between City contributions and proportionate share on contributions	124,825	7,968	132,793
City's contributions subsequent to the measurement date	179,734	11,472	191,206
Total deferred outflows related to pensions	<u>\$ 1,227,606</u>	<u>78,358</u>	<u>1,305,964</u>

At September 30, 2021, the City reported deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources		
	Governmental Activities	Business-Type Activities	Total
Net difference between projected and actual earnings on pension plan investments	\$ 2,831,911	\$ 350,011	\$ 3,181,922
Changes in proportion and differences between City contributions and proportionate share on contributions	94,995	6,064	101,059
Total	<u>\$ 2,926,906</u>	<u>\$ 356,075</u>	<u>\$ 3,282,981</u>

Within the deferred outflows, a net amount of \$191,206 of deferred outflows of resources is related to pensions resulting from the City's contributions subsequent to the measurement date and will be recognized as a reduction to the net pension liability in the year ended September 30, 2021.

Note 8 – Retirement Plan (continued)

The remaining amounts reported as deferred outflows of resources related to pensions of \$1,114,758 and deferred inflows of resources related to pensions of \$3,282,981 netting to \$(2,168,223) will be recognized in pension expense as follows:

Year Ending September 30,	
2022	\$ (346,042)
2023	(390,753)
2024	(483,231)
2025	(948,197)
	<u>\$ (2,168,223)</u>

Actuarial assumptions

The total pension liabilities in the June 30, 2021, actuarial valuation were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 percent
Salary increases	2.65 percent to 17.90 percent, including inflation
Investment rate of return	7.55 percent, net of pension plan investment expense, including inflation

Mortality rates for service retirees were based on the PubS.H-2010(B) Retiree Table with the following adjustments: For males, 95% of male rates up to age 60, 110% for ages 61 to 75 and 101% for ages above 77. For females, 84% of female rates up to age 72 and 100% for ages above 76. Mortality rates for disability retirees were based on the PubG.H-2010 Disabled Table adjusted 134% for males and 121% for females. Mortality rates for Contingent Annuitants were based on the PubS.H-2010(B) Contingent Annuitant Table, adjusted 97% for males and 110% for females. Mortality rates will be projected generationally using the MP-2020 projection scale to account for future improvements in life expectancy.

The actuarial assumptions used in the June 30, 2020, valuation were based on the results of an actuarial experience study for the four year period ending June 30, 2020. The experience report is dated April 20, 2021.

The long-term expected rate of return on the investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of the plans' investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rate of return by the target asset allocation percentage and by adding expected inflation.

Note 8 – Retirement Plan (continued)

The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	27.00 %	4.60 %
International Equity	22.00	4.50
Global Equity	12.00	4.80
Fixed Income	20.00	(0.25)
Real Estate	10.00	3.75
Private Equity	8.00	6.00
Cash	1.00	(1.00)
Total	100.00 %	

Discount rate

The discount rate used to measure the total pension liability for PERS was 7.55 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate (9.0%) and at the current contribution rate (17.4%). Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return investments was applied to all periods of projected benefit payments to determine each plan's total pension liability.

Sensitivity of the City's proportionate share of the net pension liability to changes in the discount rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.55 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.55 percent) or one percentage-point higher (8.55 percent) than the current rate:

	1% Decrease (6.55%)	Current Discount Rate (7.55%)	1 % Increase (8.55%)
City's Proportionate share of PERS	\$ 14,963,434	\$ 10,565,649	\$ 6,941,522

Pension plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report which can be obtained at www.pers.ms.gov.

Three-year Trend Information

The City's contributions to PERS for the fiscal years ending September 30, 2021, 2020 and 2019 were \$823,046, \$820,340, \$756,838, respectively, which equaled the required contributions for each year.

Note 9 – Long-term Debt

Debt outstanding at September 30, 2021 consists of the following:

Description and Purpose	Original Issue Amount	Amount Outstanding	Interest Rate	Final Maturity Date
Governmental Activities:				
A. Bonds:				
General Obligation Refunding Bonds, Series 2020	\$ 4,224,000	\$ 3,804,000	1.75%	09/30/30
Special Limited Obligation Bonds, Series 2019	4,390,000	4,245,000	3-00-4.00%	03/01/41
Total Obligation Bonds		<u>8,049,000</u>		
B. Notes Payable				
Notes Payable-MDA Cap Improv Loan	763,087	586,902	2.00%	02/01/36
Notes Payable-SMPDD Cap Improv Loan	500,000	500,000	2.75%	04/01/36
Total Notes Payable		<u>1,086,902</u>		
C. Capital Leases:				
Hancock Bank				
secured by 2019 F150 Crew Cab, \$11,785 annually	32,213	11,245	4.80%	06/21/22
secured by 2019 F150 Pickup, \$13,415 annually	36,670	12,801	4.80%	04/11/22
secured by two 2019 F350 Truck, \$19,360 annually	53,192	18,522	4.53%	05/09/22
secured by 2019 Dodge Caravan, \$7,981 annually	21,813	7,615	4.81%	04/11/22
secured by AS400 Network, \$10,498 annually	46,760	38,123	3.98%	06/04/25
Motorola				
secured by Motorola radios, \$37,895 annually	113,038	75,359	3.81%	12/01/22
South Mississippi Planning and Development				
secured by three Police Cars, \$27,360 annually	126,201	102,597	2.75%	10/01/25
Total Capital Leases		<u>266,262</u>		
Total governmental activities		<u>9,402,164</u>		
Business-type Activities:				
A. Bonds				
Special Obligation Bonds, Series 2013	3,500,000	310,000	2.00-5.00%	07/01/23
Revenue Refunding Bonds, Series 2018	4,000,000	3,580,000	4.00-4.375%	05/01/35
Revenue Refunding Bonds, Series 2019	6,000,000	5,795,000	2.50-3.50%	07/01/33
Revenue Refunding Bonds, Series 2020	2,579,000	2,520,000	1.75%	07/01/33
Total Bonds Payable		<u>12,205,000</u>		
B. Notes Payable				
Secured by sales tax revenue				
State Revolving Fund Loan, 2006, \$7,877 monthly	1,288,485	328,098	1.75%	04/01/25
State Revolving Fund Loan, 2006, \$10,949 monthly	1,865,320	547,894	1.75%	01/01/26
State Revolving Fund Loan, 2006, \$9,666 monthly	1,760,448	816,565	2.75%	06/01/29
Drinking Water System Impr. Revolving Loan, \$9,019 monthly	1,344,987	434,577	3.56%	01/01/26
Drinking Water System Impr. Revolving Loan, \$2,150 monthly	422,610	155,489	1.95%	02/01/28
Drinking Water System Impr. Revolving Loan, \$3,766 monthly	740,239	328,032	1.95%	05/01/29
Total Notes Payable		<u>2,610,655</u>		
C. Capital Leases:				
Bancorpsouth				
secured by water meters, \$287,450 annually	3,235,000	1,895,142	3.29%	04/04/29
Total business-type activities		<u>16,710,797</u>		
Total government		<u>\$ 26,112,961</u>		

Note 9 – Long-term Debt (Continued)

A. Governmental Activities

Transactions for the year ended September 30, 2021 are summarized as follows:

	Balance 10/1/2020	Additions	Retirements	Balance 9/30/2021	Due Within one Year
Bonds	\$ 8,607,000	-	(558,000)	8,049,000	575,000
Notes payable	620,808	500,000	(33,906)	1,086,902	61,966
Capital Leases	484,603	-	(218,341)	266,262	121,381
Compensated Absences	398,947	32,587	-	431,534	48,364
	<u>10,111,358</u>	<u>532,587</u>	<u>(810,247)</u>	<u>9,833,698</u>	<u>806,711</u>
Add:					
Bond Premium	66,550		(3,240)	63,310	-
	<u>\$ 10,177,908</u>	<u>\$ 532,587</u>	<u>\$ (813,487)</u>	<u>\$ 9,897,008</u>	<u>\$ 806,711</u>

Bonds Payable

Annual debt service requirements to maturity for bonds payable are as follows:

September 30,	Principal	Interest	Total
2022	575,000	211,052	786,052
2023	594,000	199,040	793,040
2024	579,000	186,632	765,632
2025	588,000	173,600	761,600
2026	591,000	159,497	750,497
2027-2031	2,642,000	579,641	3,221,641
2032-2036	1,135,000	333,412	1,468,412
2037-2041	1,345,000	120,837	1,465,837
	<u>\$ 8,049,000</u>	<u>1,963,711</u>	<u>10,012,711</u>

Notes Payable

New Issuance

SMPDD Note Payable – In 2021, the City issued a \$500,000 improvement loan with the Southern Mississippi Planning and Development District. The net proceeds of the \$500,000 are to be used in the purchase of the Singing River Mall property that the City has named the Town Center Retail Development Complex. The loan is to be repaid over 15 years, maturing in 2036, and carries a fixed interest rate of 2.75%.

Note 9 – Long-term Debt (Continued)

A. Governmental Activities

Annual debt service requirements to maturity for notes payable are as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	61,966	25,488	87,454
2023	63,411	24,043	87,454
2024	64,892	22,564	87,456
2025	66,404	21,049	87,453
2026	67,955	19,499	87,454
2027-2031	364,369	72,899	437,268
2032-2036	397,905	33,141	431,046
	<u>\$ 1,086,902</u>	<u>218,683</u>	<u>1,305,585</u>

Capital Lease Obligations-Governmental Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2021:

<u>Classes of Property</u>	<u>Governmental Activities</u>
Computer equipment	\$ 46,760
Mobile equipment	809,606
Pumper truck	448,599
Less: accumulated depreciation	<u>(672,367)</u>
Leased property under capital leases	<u>\$ 632,598</u>

The following is a schedule by years of the total payments due as of September 30, 2021:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 121,381	6,912	128,293
2022	72,232	3,403	75,635
2023	35,616	2,241	37,857
2024	37,033	1,143	38,176
	<u>\$ 266,262</u>	<u>13,699</u>	<u>279,961</u>

Note 9 – Long-term Debt (continued)

B. Business-type Activities

Transactions for the year ended September 30, 2021 are summarized as follows:

	Balance 10/1/2020	Additions	Retirements	Balance 9/30/2021	Due Within one Year
Bonds Payable	\$ 12,250,000	2,579,000	(2,624,000)	12,205,000	560,000
Notes Payable-Revolving Loans	3,063,611		(452,956)	2,610,655	463,645
Capital Leases	2,114,352		(219,210)	1,895,142	112,335
Compensated Absences	18,137	2,504		20,641	4,629
Total business-type activities	<u>\$ 17,446,100</u>	<u>2,581,504</u>	<u>(3,296,166)</u>	<u>16,731,438</u>	<u>1,140,609</u>

Bonds Payable

New Issuance

Water & Sewer Revenue Bonds, Series 2021 – In 2021, the City issued \$2,579,000 in revenue refunding bonds. These bonds were issued to refund a portion of the Special Obligation Bonds, Series 2013. The bond is to be repaid over 13 years, maturing in 2033 and carries an interest rate of 1.75%. These refunding bonds provided a \$165,777 net present value cashflow savings for the City. Payments on this bond will be made from the net revenues of the Water and Sewer system operations.

Annual debt service requirements to maturity for bond payable is as follows:

September 30,	Principal	Interest	Total
2022	\$ 560,000	353,344	913,344
2023	741,000	333,774	1,074,774
2024	609,000	310,294	919,294
2025	626,000	291,606	917,606
2026	642,000	272,601	914,601
2027-2031	3,549,000	1,059,119	4,608,119
2032-2036	3,348,000	572,032	3,920,032
2037-2041	2,130,000	117,825	2,247,825
	<u>\$ 12,205,000</u>	<u>3,310,595</u>	<u>15,515,595</u>

Revolving Loans

The City's utility enterprise fund finances extensions and improvements to its system through note obligations, which are subordinate to the revenue bonds.

The utility currently has six state revolving loans, which enabled the City to provide sewer services in needed areas. The City executed these loan agreements with the State of Mississippi Environmental Quality for the purpose of improving the water distribution and sewer collection systems. The City entered into an agreement with the Mississippi State Tax Commission, allowing the Tax Commission to withhold \$43,424 from monthly sales tax revenues as payment for principal and interest on bonds beginning in fiscal year 2006.

Note 9 – Long-term Debt (continued)

B. Business-type Activities

Annual debt service requirements to maturity for these loans payable are as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 463,646	52,079	515,725
2023	474,614	46,522	521,136
2024	485,864	35,261	521,125
2025	457,904	23,835	481,739
2026	252,321	14,529	266,850
2027-2029	476,306	16,925	493,231
	<u>\$ 2,610,655</u>	<u>189,151</u>	<u>2,799,806</u>

Capital Lease Obligations-Business-type Activities

The City is obligated for the following capital assets acquired through capital leases as of September 30, 2021:

<u>Classes of Property</u>	<u>Business-type Activities</u>
Water meter project	\$ 3,224,544
Less: accumulated depreciation	(526,676)
Leased property under capital leases	<u>\$ 2,697,868</u>

The following is a schedule by years of the total payments due as of September 30, 2021:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 112,335	31,390	143,725
2023	230,283	57,166	287,449
2024	237,975	49,475	287,450
2025	245,924	41,526	287,450
2026	254,138	33,312	287,450
2027-2029	814,487	47,863	862,350
	<u>\$ 1,895,142</u>	<u>260,732</u>	<u>2,155,874</u>

C. Legal Debt Margin

The amount of debt, excluding specific exempted debt that can be incurred by the City is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the last completed assessment for taxation. However, the limitation is increased to 20% whenever a City issues bonds to repair or replace washed out or collapsed bridges on the public roads of the City. As of September 30, 2021, the amount of outstanding debt was equal to 7.6% of the latest property assessments.

D. Compensated Absences

Compensated absences will be paid from the funds from which the employees' salaries were paid which are generally the General Fund.

Note 10 – Net Investment in Capital Assets

Governmental Activities:

Net investment in capital assets:

Capital Assets

Nondepreciable capital assets \$ 9,556,086

Other capital assets 22,404,885

Less: accumulated depreciation (5,853,173)

Less: outstanding balances of borrowings for capital asset acquisition:

Bonds related to capital improvements (8,112,310)

Notes related to capital improvements (1,086,902)

Capital leases (266,262)

Less: material capital improvements accounts payable at year end (588,267)

Add: outstanding restricted cash for capital improvements 2,623,541

Total Net Investment in Capital Assets - Governmental Activities

\$ 18,677,598

Business-type Activities

Water and Sewer Fund

Net investment in capital assets:

Capital Assets

Nondepreciable capital assets \$ 4,302,167

Other capital assets 53,924,283

Less: accumulated depreciation (16,695,434)

Less: outstanding balances of borrowings for capital asset acquisition:

Revenue refunding bonds related to capital improvements (11,895,000)

Special obligation bonds related to capital improvements (310,000)

Revolving loans (2,610,655)

Capital leases (1,895,142)

Add: prepaid attributable to capital asset acquisition

Prepaid bond interest 185,666

Add: outstanding restricted cash for capital improvements 5,197,042

Net investment in capital assets - Water and Sewer Fund 30,202,927

Solid Waste Fund

Net investment in capital assets:

Other capital assets 36,952

Less: accumulated depreciation (33,258)

Net investment in capital assets - Solid Waste Fund 3,694

Total Net Investment in Capital Assets - Business-type Activities

\$ 30,206,621

Note 11 – Property and Sales Tax Revenue

A. Property Tax Revenues

The City levies a tax on real and personal property based on the assessed value of property as compiled by the information extracted from the City assessment tax rolls. The taxes on real property attach as an enforceable lien on the property as of January 1. Taxes on real and personal property are levied by the City Council at the first regular meeting in September.

Note 11 – Property and Sales Tax Revenue (Continued)

In accordance with the Mississippi Code of 1972, as amended, the City Council may levy taxes in any amount for general revenue purposes and general improvements. However, taxes collected for the current year are limited to an increase of not more than 10% over receipts for any one of the preceding ten years or a minimum of 20 mills. For purposes of the computation, taxes collected in the current year resulting from property added to the tax assessment roll are excluded from the computation.

The rates are expressed in terms of mills (i.e., ten mills equal one cent). The combined tax rate to finance general governmental services, including the payment of principal and interest on long-term debt but exclusive of school bond and interest for the year ended September 30, 2021 was 43.00 mills or \$43.00 per \$1,000 of assessed valuation.

Property taxes at the fund level are recorded as receivables and deferred inflow of resources at the time the taxes are levied. Revenues are recognized as the related ad valorem taxes are collected including those collected 60 days after year-end. Additional amounts estimated to be collectible in time to be a resource for payment of obligations incurred during the fiscal year and therefore susceptible to accrual in accordance with GAAP have been recognized as revenue.

B. General Sales Tax Revenues

The State levies a 7% sales tax on retail sales and remits 18.5% of the amount collected (within the corporate boundaries of the City of Gautier) back to the City monthly. General sales tax revenue reported in the General Fund was \$2,507,783.

Note 12 – Tax Abatements

In May of 2017, the City Council passed a Memorandum of Intent for a tax abatement to a developer through the Southern Mississippi Planning & Development City (SMPDD) Commercial Redevelopment Program. This program is subject to the requirements of GASB Statement #77. The program was authorized by the City Council and is for a period of fifteen years. It provides the City remit 35% of the total verified sales tax increase to SMPDD, which in turn remits the proceeds to the developer. The payment to SMPDD for calendar year 2021 was 16,201, for calendar year 2020 was \$15,809 and for calendar year 2019 was \$15,340.

Note 13 – Commitments and Contingencies

A. Risk Management

Claims and Judgments - The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

Federal Grants - The city has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the City. No provision for any liability that may result has been recognized in the City's financial statements.

Note 13 – Commitments and Contingencies (Continued)

Litigation - The City is potentially a party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate ultimate outcome or liability, if any, of the City with respect to the potential proceedings. However, the City's legal counsel believes that any ultimate liability resulting from these lawsuits, if any, will not have a material adverse effect on the financial condition of the City.

B. Commitments

Contract for Operations of Water and Wastewater Systems – The City renewed a contract with Clearwater Solutions, LLC for operation and maintenance of the City's water and sewer systems and utility billing of water and sewer systems. The fee under the contract is \$170,690/month for the year ended September 30, 2021. Annually, the amount shall be adjusted by the consumer price index by the U.S. Department of Labor Statistics. During the fiscal year ended September 30, 2021 the City paid a total of \$2,048,289 to Clearwater Solutions, LLC under this contract.

Contract for Operations of Solid Waste Collections – The City renewed a contract with Delta Sanitation of MS, LLC for the operations of solid waste collections. The fee under the contract is approximately \$106,820/month for the year ended September 30, 2021. This amount includes commercial and residential garbage collection. During the fiscal year ended September 30, 2021 the City paid a total of \$1,281,840 to Delta Sanitation of MS, LLC under this contract.

Note 14 – Jointly Governed Organizations

Jointly Governed Organization - On November 2, 1970, the City entered into an agreement with the Board of Trustees of the Jackson George Regional Library System, the City of Moss Point, City of Pascagoula, City of Ocean Springs, City of Lucedale, and the Board of Supervisors of Jackson County to mutually cooperate in securing a more economical public library system through combined resources, interests, materials and facilities to be known as the Jackson George Regional Library System. There are no specific monetary terms in the agreement and the City of Gautier has no equity interest in the organization. However, a budget is approved every year by the County Library Board, which stipulates the amount of funds needed from the participating municipalities and various other funding sources. The City contributed \$114,998 to the Library for the year ended September 30, 2021.

Note 15 – Joint Ventures

Joint Venture - The City of Gautier contracts with the Jackson County Utility Authority (the "Authority"), whereby the Authority picks up and disposes the City's solid waste and treats and disposes of the City's wastewater in compliance with water quality standards established by the Mississippi Air and Water Pollution Control law and the Federal Water Pollution Control Act.

The Authority provides for the operation and maintenance of the sewer treatment plants on a cost reimbursement basis. Pursuant to the terms of the agreement, the City is required to pay monthly costs of operations and maintenance directly associated with the treatment facilities and to share in the construction costs of the treatment facilities. The costs associated with this contract totaled \$2,300,281 for the year.

Note 15 – Joint Ventures (continued)

The following is a synopsis of the Authority's financial statements as of and for the year ended September 30, 2021:

CONDENSED STATEMENT OF NET POSITION

<u>ASSETS</u>	
Current assets	\$ 2,990,599
Restricted assets	6,235,756
Capital assets, net	160,054,482
Total assets	<u>169,280,837</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>	<u>2,179,011</u>
<u>LIABILITIES</u>	
Current liabilities	4,961,641
Long-term liabilities	65,935,598
Total liabilities	<u>70,897,239</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>	<u>3,560,990</u>
<u>NET POSITION</u>	<u>\$ 97,001,619</u>

**CONDENSED STATEMENT OF REVENUES AND EXPENDITURES AND
CHANGES IN NET POSITION**

Operating revenue	\$ 18,713,836
Operating expenses	(23,124,130)
Nonoperating revenues	124,367
Nonoperating expenditures	(1,709,262)
Change in net position	<u>\$ (5,995,189)</u>

The City's obligation to pay operational costs of the Authority is joint and several with the obligations of all other public agencies similarly contracting with the Authority. Whenever any public City shall default in the payment to the Authority of its respective payment, the Authority may adjust the contract sums of the remaining public agencies, which are not in default so as to increase their contract sums by a proportional amount.

A complete copy of the 2021 financial statements is on file at the administrative offices of the Authority which are located at 11100 Highway 57, Vancleave, Mississippi 39565, or may be obtained by calling (228) 762-0119.

Note 16– Subsequent Events

Events that occur after the Statement of Net position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net position date require disclosure in the accompanying notes.

Management of the City evaluated the activity of the City through July 28, 2022, (the date the financial statements were available to be issued) that there are no subsequent events that require disclosure in the notes to the financial statements.

Note 17 – Worldwide Pandemic

On January 30, 2020, the World Health Organization (“WHO”) announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the “COVID-19 outbreak”) and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally. The full impact of the COVID-19 outbreak continues to evolve as of the date of this report.

As such, it is uncertain as to the full magnitude that the pandemic will have on the City’s financial condition, liquidity, and future results of operations. Management is actively monitoring the global situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, the City is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for fiscal year 2021.

Note 18 – Prior Period Adjustments

During the current year, beginning net position and fund balances were restated from fiscal year ended September 30, 2020 as follows:

<i>Statement of Net Position</i>	
<i>Governmental Activities</i>	
Receivable deemed uncollectible booked in FY2020	\$ (142,724)
<i>Business-type Activities</i>	
Additional A/P attributable to FY 2020	\$ 36,900
Overall restatement of Net Position	<u><u>\$ (105,824)</u></u>
 <i>Fund Balance</i>	
<i>General Fund</i>	
Receivable deemed uncollectible booked in FY2020	\$ (142,724)
<i>Water and sewer fund</i>	
Additional A/P attributable to FY 2020	\$ 36,900
Overall restatement of Fund Balances	<u><u>\$ (105,824)</u></u>

REQUIRED SUPPLEMENTARY INFORMATION

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original	Final
				to Final	to Actual
Revenues:					
Property taxes	4,829,923	4,829,923	5,327,290	-	497,367
General sales and use tax	2,405,000	2,403,000	2,702,343	(2,000)	299,343
Fines and forfeitures	500,000	500,000	360,001	-	(139,999)
Licenses and permits	97,000	139,795	162,100	42,795	22,305
Intergovernmental	1,403,938	1,807,420	1,358,831	403,482	(448,589)
Franchise fees	150,000	150,000	131,807	-	(18,193)
Investment earnings	-	-	12,372	-	12,372
Miscellaneous	141,400	157,100	148,739	15,700	(8,361)
Total Revenues	9,527,261	9,987,238	10,203,483	459,977	216,245
Expenditures:					
General government:					
Personnel services	1,522,022	1,507,000	1,472,550	15,022	34,450
Supplies	56,300	67,795	41,711	(11,495)	26,084
Other services and charges	1,202,250	1,185,217	946,067	17,033	239,150
Capital outlay	2,600	14,800	10,370	(12,200)	4,430
Total general government	2,783,172	2,774,812	2,470,698	8,360	304,114
Public safety:					
Personnel services	5,593,777	5,562,822	5,180,657	30,955	382,165
Supplies	259,367	259,367	205,053	-	54,314
Other services and charges	264,550	302,685	291,424	(38,135)	11,261
Capital outlay	37,200	193,700	141,104	(156,500)	52,596
Total public safety	6,154,894	6,318,574	5,818,238	(163,680)	500,336
Public works:					
Personnel services	222,002	222,002	207,603	-	14,399
Supplies	95,800	89,800	44,419	6,000	45,381
Other services and charges	236,470	251,470	137,255	(15,000)	114,215
Capital outlay	35,000	60,000	21,598	(25,000)	38,402
Total public works	589,272	623,272	410,875	(34,000)	212,397
Culture and recreation					
Personnel services	416,147	404,122	388,600	12,025	15,522
Supplies	82,000	99,350	85,672	(17,350)	13,678
Other services and charges	78,750	83,750	59,478	(5,000)	24,272
Capital outlay	2,500	28,252	28,524	(25,752)	(272)
Total culture and recreation	579,397	615,474	562,274	(36,077)	53,200
Debt service	90,087	128,082	128,079	(37,995)	3
Total Expenditures	10,196,822	10,460,214	9,390,164	(263,392)	1,070,050
Excess (Deficiency) of Revenues					
Over Expenditures	(669,561)	(472,976)	813,319	196,585	1,286,295

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original to Final	Final to Actual
Other Financing Sources (Uses):					
Transfers In	1,036,634	865,839	870,792	(170,795)	4,953
Transfers Out	<u>(850,529)</u>	<u>(876,319)</u>	<u>(876,279)</u>	<u>(25,790)</u>	<u>40</u>
Total Other Financing Sources (Uses)	<u>186,105</u>	<u>(10,480)</u>	<u>(5,487)</u>	<u>(196,585)</u>	<u>4,993</u>
Net Change in Fund Balance - Budget	<u><u>(483,456)</u></u>	<u><u>(483,456)</u></u>	807,832	<u><u>-</u></u>	<u><u>1,291,288</u></u>

Net Change in fund balance - Budget-Cash Basis		\$ 807,832
Revenues per Cash-basis Budget	11,074,275	
Accrual adjustments	<u>(89,419)</u>	(89,419)
Revenues per Fund Financial Statements	<u>10,984,856</u>	
Expenditures per Cash-basis Budget	10,266,443	
Accrual adjustments	<u>174,725</u>	<u>(174,725)</u>
Expenditures per Fund Financial Statement	<u>10,441,168</u>	
Net Change in fund balance - Fund Financials		<u><u>\$ 543,688</u></u>

A. Budgetary Information.

State statutes authorize the State Auditor to regulate the municipal budget process. Expenditures must be defined to the minimum level prescribed by the State Auditor. The State Auditor has set this level at the purpose level. Municipalities are prohibited from spending in excess of the lowest level adopted in the budget except for capital outlay, election expense and emergency warrants.

B. Basis of Presentation.

The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) presents the original legally adopted budget, the final legally adopted budget, actual amounts on a budgetary (Non-GAAP Basis) and variances between the final budget and the actual amounts. The schedule is presented for the General Fund and each major Special Revenue Fund. The Budgetary Comparison Schedule - Budget and Actual (Non-GAAP Basis) is a part of required supplemental information.

C. Budget/GAAP Reconciliation.

The major differences between the budgetary basis and the GAAP basis are:

1. Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
2. Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

D. Budgetary Data

The procedures used by the City in establishing budget are mandated by Mississippi State law. A brief summary of the City's policies for recording budgetary data in the financial statements are as follows:

1. Prior to August 1, the Mayor submits to the Board of Alderman a proposed operating budget for the fiscal year beginning October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. No later than September 15, the budget is legally enacted through passage of a resolution.
4. Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary funds.
5. Budgets for the governmental and proprietary funds are adopted on a cash basis except for expenditures which include those paid within 30 days of the fiscal year end as required by state statute.

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
City's proportion of the net pension liability (asset)	0.071%	0.071%	0.072%	0.070%	0.070%	0.067%	0.067%
City's proportionate share of the net pension liability (asset) \$	10,565,649	13,751,937	12,666,221	11,643,082	11,636,376	11,967,873	10,356,879
City's covered payroll \$	4,695,299	4,730,149	5,048,760	4,516,635	4,502,222	4,269,283	4,199,035
City's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	225.03%	290.73%	250.88%	257.78%	258.46%	280.33%	246.65%
Plan fiduciary net position as a percentage of the total pension liability	70.44%	58.97%	61.59%	62.54%	61.49%	57.47%	61.70%

* The amounts presented for each fiscal year were determined as of the measurement date of June 30 prior to the fiscal year presented. This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until a full 10 year trend is compiled, the City has only presented information for the years in which information is available.

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Contractually required contribution	\$ 823,651	820,340	756,838	722,163	713,359	681,575	658,899
Contributions in relation to the contractually required contribution	<u>823,651</u>	<u>820,340</u>	<u>756,838</u>	<u>722,163</u>	<u>713,359</u>	<u>681,575</u>	<u>658,899</u>
Contribution deficiency (excess)	\$ <u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
City's covered payroll	\$ 4,733,626	4,714,598	4,683,397	4,585,162	4,529,263	4,327,460	4,183,486
Contributions as a percentage of covered payroll	17.40%	17.40%	16.16%	15.75%	15.75%	15.75%	15.75%

* This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented for the fiscal year ended September 30, 2015, and, until, a full 10 year trend is compiled, the City has only presented information for the years in which information is available.

Pension Schedules

A. Changes in assumptions

➤ 2021

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 95% of male rates up to age 60, 110% for ages 61 to 75, and 101% for ages above 77.
 - For females, 84% of female rates up to age 72, 100% for ages above 76.
 - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubG.H-2010 Disabled Table for disabled retirees with the following adjustments:
 - For males, 134% of male rates at all ages.
 - For females, 121% of female rates at all ages.
 - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The expectation of contingent annuitant mortality was based on the PubS.H-2010(B) Contingent Annuitant Table with the following adjustments:
 - For males, 97% of male rates at all ages.
 - For females, 110% of female rates at all ages.
 - Projection scale MP-2020 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 2.75% to 2.40%.
- The wage inflation assumption was reduced from 3.00% to 2.65%.
- The investment rate of return assumption was changed from 7.75% to 7.55%.
- The assumed load for administrative expenses was increased from 0.25% to 0.28% of payroll.
- Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to reflect actual experience more closely.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 9% to 12%.
- The percentage of active member deaths assumed to be in in the line of duty was decrease from 6% to 4%.

➤ 2019

- The expectation of retired life mortality was changed to the PubS.H-2010(B) Retiree Table with the following adjustments:
 - For males, 112% of male rates from ages 18 to 75 scaled down to 105% for ages 80 to 119.
 - For females, 85% of the female rates from ages 18 to 65 scaled up to 102% for ages 75 to 119.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The expectation of disabled mortality was changed to PubT.H-2010 Disabled Retiree Table for disabled retirees with the following adjustments:
 - For males, 137% of male rates at all ages.
 - For females, 115% of female rates at all ages.
 - Projection scale MP-2018 will be used to project future improvements in life expectancy generationally.
- The price inflation assumption was reduced from 3.00% to 2.75%.
- The wage inflation assumption was reduced from 3.25% to 3.00%.
- Withdrawal rates, pre-retirement mortality rates, and service retirement rates were also adjusted to more closely reflect actual experience.
- The percentage of active member disabilities assumed to be in the line of duty was increased from 7% to 9%.

B. Changes in benefit provisions

None in the past three years.

C. Methods and assumptions used in calculations of actuarially determined contributions

The actuarially determined contribution rates in the schedule of employer contributions are calculated as of June 30, two years prior to the end of the fiscal year in which contributions are reported (June 30, 2020 valuation for the June 30, 2021 fiscal year end). The following actuarial methods and assumptions were used to determine the most recent contribution rate reported in that schedule:

Actuarial cost method	Entry age
Amortization method	Level percentage of payroll, open
Remaining amortization period	28.8 years
Asset valuation method	5-year smoothed market
Price inflation	2.75 percent
Salary increase	3.00 percent to 18.25 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

SUPPLEMENTAL INFORMATION

Federal Grantor/ Passed-through Grantor/ Program Title or Cluster	Federal CFDA Number	Grant No. / Pass-Through Number	Federal Expenditures	Passed Through to Subrecipients
US Department of Agriculture				
Natural Resources Conversation Service				
Emergency Wastershed Protection	10.923	NR204423	\$ 160,738	-
Total U.S. Department of Agriculture			160,738	-
U.S. Department of Interior				
Passed through MS Department of Marine Resources				
GOMESA Act	15.435	3000030940	58,360	-
Passed through MS Department of Archives & History				
Historic Preservation Fund Grants-In-Aid	15.904	N/A	1,250	-
Total U.S. Department of Interior			59,610	-
U.S. Department of Justice				
Passed through Mississippi Department of Public Safety				
HIDTA	16.592	G20GC003A	11,149	-
FBI Safe Street	16.592	19GCP540Z	9,311	-
Equitable Sharing Program	16.922	MS0300600	47,220	-
Total U.S. Department of Justice			67,680	-
US Department of Transportation				
Passed through MS Dept of Transportation				
Martin Bluff Road Improvements	20.205	STP-9194	193,825	-
Martin Bluff Road Sidewalk Study	20.205	STP-9194	301,554	-
Overpass Study	20.205	STP-0494	58,499	-
Total U.S. Department of Transportation			553,878	-
US Department of The Treasury				
Passed through MS Development Authority				
Restore Act	21.015	20-00013	616,001	-
Total U.S. Department of The Treasury			616,001	-
U.S. Department of Homeland Security				
Passed through MS Emergency Management Agency				
Disaster Grants - Public Assistance - H. Zeta	97.036	FEMA-4576-DR	50,443	-
Disaster Grants - Public Assistance - H. Ida	97.036	FEMA-4626-DR	5,513	-
Total U.S. Department of Homeland Security			55,956	-
Total Expenditures of Federal Awards			\$ 1,513,863	-

Note 1 – General

This schedule includes the federal award activity of the City of Gautier, Mississippi under programs of the federal government of the year ended September 30, 2021. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents on a selected portion of the operations of the City, it is not intended to and does not present the financial position, or changes in net assets of the City.

Note 2 – Basis of Accounting

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the modified-accrual basis of accounting. Differences between the granting-agency basis of accounting and the basis of accounting used by the City in preparing its financial fund statements may occur.

Note 3 – Federal Loans

The City has the following federal loans outstanding as of September 30, 2021:

Program Title	CFDA Number	Current Year Expenditures	Unpaid Loan Balance	Original Loan Amount
Environmental Protection Agency Passed-through the Mississippi Department of Environmental Quality				
DWI-H280114-02	66.458	-	155,489	422,610
DWI-H280114-01-02	66.458	-	328,032	470,475
SRF-C280879-02-2	66.458	-	816,565	1,760,448
SRF-C280879-01-3	66.458	-	328,098	1,288,485
DWI-H280092-01-3	66.458	-	434,577	1,344,987
SRF-C280754-01-3	66.458	-	547,894	1,865,320
Total federal loans		\$ -	\$ 2,610,655	\$ 7,152,325

Note 4 – Indirect Cost Rate

The City has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 5 – Subrecipients.

No awards were passed through to subrecipients.

Position	Amount
Mayor	\$ 100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
Councilman	100,000
City Manager	50,000
City Clerk/Comptroller	50,000
Asst Comptroller	50,000
Executive Asst	50,000
Acctg/Personnel Clerk	50,000
Acctg/Personnel Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Administrative Clerk	50,000
Purchasing Clerk	50,000
Court Clerk	50,000
Deputy Court Clerk	50,000
Deputy Court Clerk	50,000
Records Clerk	50,000
Police	25,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Dispatcher	50,000
Park Attendant	50,000
Park Attendant	50,000
Park Attendant	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000
Utility Services	50,000

SPECIAL REPORTS

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

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SANDE W. HENTGES, CPA, CFE

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TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPCOM

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and
City Council of
City of Gautier, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gautier, Mississippi (the "City") as and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated July 28, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

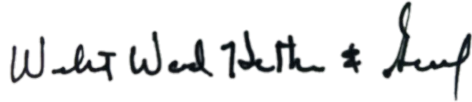
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Gautier's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. However, this report is a matter of public record and its distribution is not limited.

A handwritten signature in black ink, appearing to read "Wright Ward Hatten & Guel".

Wright, Ward, Hatten and Guel
July 28, 2022

WRIGHT, WARD, HATTEN & GUEL

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and
City Council of
City of Gautier, Mississippi

Report on Compliance for Each Major Federal Program

We have audited City of Gautier, Mississippi's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have direct and material effect on the City's major federal program for the year ended September 30, 2021. The City's major federal program is identified in the summary of Auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each of the Other Major Federal Programs

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2021.

Report on Internal Control over Compliance

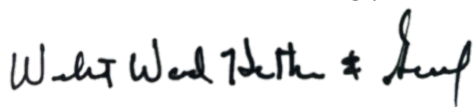
Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Wright, Ward, Hatten and Guel
July 28, 2022

WRIGHT, WARD, HATTEN & GUEL

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LIMITED INTERNAL CONTROL AND COMPLIANCE REVIEW MANAGEMENT REPORT

Honorable Mayor and
City Council of
City of Gautier, Mississippi

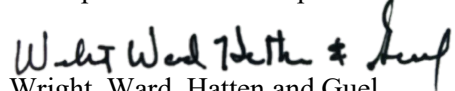
In planning and performing our audit of the financial statements of the City of Gautier, Mississippi for the year ended September 30, 2021, we considered the City's internal control to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on internal control.

In addition, for areas not considered material to the City of Gautier, Mississippi's financial reporting, we have performed some additional limited internal control and state legal compliance review procedures as identified in the state legal compliance audit program issued by the Office of the State Auditor. Our procedures were substantially less in scope than an audit, the objective of which is the expression of an opinion on the County's compliance with these requirements. Accordingly, we do not express such an opinion. This report does not affect our report dated July 28, 2022, on the financial statements of the City of Gautier, Mississippi.

Due to the reduced scope, these review procedures and compliance tests cannot and do not provide absolute assurance that all state legal requirements have been complied with. Also, our consideration of internal control would not necessarily disclose all matters within the internal control that might be weaknesses. In accordance with Section 7-7-211, Miss. Code Ann. (1972), the Office of the State Auditor, when deemed necessary, may conduct additional procedures and tests of transactions for this or other fiscal years to ensure compliance with legal requirements.

The results of our procedures performed to test compliance with certain state laws and regulations and our audit of the financial statements did not result in any material instances of noncompliance with state laws and regulations.

This report is intended for the information of the City's management and the Office of the State Auditor and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.


Wright, Ward, Hatten and Guel
July 28, 2022

SECTION 1 – SUMMARY OF AUDITOR’S RESULTS

Financial Statements:

- | | | |
|----|--|------------|
| 1. | Type of auditor's report issued on the financial statements: | |
| | Governmental activities | Unmodified |
| | Business-type activities | Unmodified |
| | General and other major funds | Unmodified |
| | Aggregate remaining fund information | Unmodified |
| 2. | Internal control over financial reporting: | |
| | a. Material weaknesses identified? | No |
| | b. Significant deficiencies identified?
be material weaknesses? | No |
| 3. | Noncompliance material to the financial statements noted? | No |

Federal Awards:

- | | | | | | | |
|-----------------------|--|-----------------------|---|--------|--|--|
| 4. | Type of auditor's report issued on compliance for major programs: | Unmodified | | | | |
| 5. | Internal control over major programs: | | | | | |
| | a. Material weaknesses identified? | No | | | | |
| | b. Significant deficiencies identified? | None Reported | | | | |
| 6. | Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | None | | | | |
| 7. | Federal programs identified as major: | | | | | |
| | <table border="0" style="margin-left: 100px;"> <tr> <td style="text-align: center;"><u>CFDA Number(s)</u></td> <td style="text-align: center;"><u>Name of Federal Program or Cluster</u></td> </tr> <tr> <td style="text-align: center;">21.015</td> <td style="text-align: center;">U.S. Department of Treasury
Restore Act</td> </tr> </table> | <u>CFDA Number(s)</u> | <u>Name of Federal Program or Cluster</u> | 21.015 | U.S. Department of Treasury
Restore Act | |
| <u>CFDA Number(s)</u> | <u>Name of Federal Program or Cluster</u> | | | | | |
| 21.015 | U.S. Department of Treasury
Restore Act | | | | | |
| 8. | Dollar threshold used to distinguish between type A and type B programs: | \$ 750,000 | | | | |
| 9. | Auditee qualified as low-risk auditee? | No | | | | |
| 10. | Prior fiscal year audit finding(s) and questioned costs relative to federal awards which would require the auditee to prepare a summary schedule of prior audit findings in accordance with 2 CFR 200.516(b)? | No | | | | |

SECTION 2 – FINANCIAL STATEMENT FINDINGS

There were no financial statement findings noted during the fiscal year ended September 30, 2021.

SECTION 3 – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no federal award findings noted during the fiscal year ended September 30, 2021.

**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

August 16, 2022
Approval of an Ordinance of the City of Gautier, Mississippi, to assess a fee in the amount of \$2.00 per certain misdemeanor charges processed through Municipal court for distribution to Mississippi Coast Crime Stoppers.

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of an Ordinance of the City of Gautier, Mississippi, to assess a fee in the amount of \$2.00 per certain misdemeanor charges processed through Municipal court for distribution to Mississippi Coast Crime Stoppers, pursuant to Miss. Code Ann. §45-39-17.

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 _____-2022

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, TO ASSESS A FEE IN THE AMOUNT OF \$2.00 PER MISDEAMENOR CHARGE (OTHER THAN OFFENSES RELATING TO VEHICULAR PARKING AND REGISTRATION) PROCESSED THROUGH MUNICIPAL COURT FOR DISTRIBUTION TO MISSISSIPPI COAST CRIME STOPPERS.

WHEREAS, on December 4, 2012, the City approved an assessment fee of \$1.00 per misdemeanor through Municipal Court for distribution to Mississippi Coast Crime Stoppers for their use in awards and other incentives to procure information about crimes which can be provided to the appropriate authorities so that those who commit crimes may be captured and convicted; and

WHEREAS, according to Miss. Code Ann. §45-39-17, any county or municipality may assess an additional surcharge in an amount not to exceed \$2.00 on each person the municipal court imposes a fine or other penalty other than offenses relating to vehicular parking and registration; and

WHEREAS, the proceeds from the surcharge may be used by the City only to fund the municipality's support of the local crime stoppers program as authorized by Section 45-39-15; and

WHEREAS, the proceeds from this surcharge imposed by this section shall be deposited into a special fund in the Department of Public Safety's office of Public Safety Planning which shall promulgate rules and procedures relating to the administration of the special fund and the disbarment of monies in the fund to participating counties/municipalities; and

WHEREAS, the maximum amount that a county or municipality may receive from the special fund shall be an amount equal to the deposits made into the fund by that entity, less than one percent (1%) to be retained by the office of Public Safety planning to defray the costs of administering the special fund; and

WHEREAS, the Mayor and Council of the City of Gautier, Mississippi, finds that the use of said funds is of material benefit to the residents of Gautier, Mississippi and to fund Mississippi Coast Crime Stoppers through the assessment of \$2.00 per certain misdemeanor violation processed through its court system would be in the best interest of the City of Gautier, Mississippi.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, that, pursuant to Miss. Code Ann. 45-39-17, the Mayor and Members of the Council of the City of Gautier, Mississippi assess a surcharge in the amount of \$2.00 on each person on whom the municipal court imposes a fine or other penalty for misdemeanors (other than offenses relating to vehicular parking and registration) processed through the Municipal Court with the revenue generated from said fee being distributed by the

Mississippi Department of Public Safety Planning and given to Mississippi Crime Stoppers for its use in procuring information about crimes committed in Gautier, Mississippi to be provided to appropriate authorities so that those who commit said crimes may be captured and convicted.

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 16, 2022.

Miss. Code Ann. § 45-39-17

Current through 2022 Regular Session legislation signed by the Governor and effective upon passage through April 26, 2022, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation. The final official version of the statutes affected by 2022 legislation will appear on Lexis Advance in the fall of 2022.

Mississippi Code 1972 Annotated > Title 45. Public Safety and Good Order (Chs. 1 — 29) > Chapter 39. Statewide Crime Stoppers Advisory Council (§§ 45-39-1 — 45-39-17)

§ 45-39-17. Certain localities authorized to assess surcharge upon persons fined for certain misdemeanors to fund local crime stoppers programs.

In addition to any other monetary penalties and other penalties imposed by law, any county or municipality by ordinance may assess an additional surcharge in an amount not to exceed Two Dollars (\$2.00) on each person upon whom a county, justice or municipal court imposes a fine or other penalty for any misdemeanor other than offenses relating to vehicular parking or registration if there is established to the benefit of the citizens of the county or municipality a local crime stoppers program which is not authorized to receive funds under local and private legislation. The proceeds from the surcharge may be used by a county or municipality only to fund that county's or municipality's support of the local crime stoppers program as authorized by Section 45-39-15, Mississippi Code of 1972. The proceeds from the surcharge imposed by this section shall be deposited into a special fund in the Department of Public Safety's Office of Public Safety Planning which shall promulgate rules and procedures relating to the administration of the special fund and the disbursement of monies in the fund to participating counties and municipalities. The maximum amount that a county or municipality may receive from the special fund shall be an amount equal to the deposits made into the fund by that entity, less one percent (1%) to be retained by the Office of Public Safety Planning to defray the costs of administering the special fund. Interest earned on the special fund shall remain in the fund and shall be used by the Office of Public Safety Planning to further defray the costs of administering the special fund.

History

Laws, 2002, ch. 308, § 1, eff from and after July 1, 2002.

Mississippi Code 1972 Annotated
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End of Document

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

Council Meeting:
Title:

August 16, 2022
**Consideration of a Redesigned City of Gautier
Logo**

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

**Summary Explanation: Consideration of a Redesigned City of Gautier Logo for use on
marketing materials and other official communications**

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 Grants and Projects Department requests that City Council consider the adoption of a new logo for use on marketing materials and other official communications; and

WHEREAS, the City received five (5) hours of free marketing work from Christie Fountain Advertising, Inc. in Ocean Springs through a grant program being offered by the Jackson County Chamber of Commerce and Chevron; and

WHEREAS, because the City's current logo is not high resolution, Christie Fountain Advertising, Inc. has provided concepts for a redesigned City of Gautier logo; and

WHEREAS, if a new design is selected, the agency will provide a full logo suite for use on City marketing materials and other official communications; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Option Number _____ is hereby approved as the new City of Gautier logo for use on marketing materials and other official communications.

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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/05/2022
Subject: Consideration of a Redesigned City of Gautier Logo

REQUEST:

The Grants and Projects Department requests that City Council consider the adoption of a new logo for use on marketing materials and other official communications.

BACKGROUND:

Through a grant program being offered by the Jackson County Chamber of Commerce and Chevron, the City of Gautier received five hours of free marketing work from Christie Fountain Advertising, Inc. in Ocean Springs. Staff asked for work on the official logo since the current logo is not high resolution.

DISCUSSION:

Christie Fountain Advertising, Inc. provided concepts for a redesigned City of Gautier logo. If a new design is selected, the agency will provide a full logo suite for use on City marketing materials and other official communications. Two options are being offered for consideration, both of which feature a crane.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council consider the adoption of a new logo for use on marketing materials and other official communications.

The City Council may:

1. Adopt a new logo design; or
2. Not adopt a new logo design.

ATTACHMENTS:

1. Gautier Logo New Designs FINAL

20741 GAUTIER LOGO REDESIGN

3 COLORS



20741 GAUTIER LOGO REDESIGN

3 COLORS



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

Council Meeting:
Title:

August 16, 2022
Approval of the Master Services Agreement and scope of work for City website redesign and maintenance through CivicEngage

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Approval of the Master Services Agreement and scope of work for City website redesign and maintenance through CivicEngage in an amount not to exceed \$28,485 in year one, and \$8,960 annually thereafter (a 3% annual tech fee to begin in year three).

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 desires to enter into the attached Master Services Agreement and scope of work for website redesign and maintenance through CivicEngage; and

WHEREAS, currently, the City of Gautier has a website that has not been refreshed in more than five (5) years and lacks various features needed for full compliance with current government standards;

WHEREAS, the City utilizes Municode and CivicClerk (both CivicPlus products), which will allow these platforms to integrate with the CivicEngage website to provide an easier way to search and access important documents; and

WHEREAS, the Master Services Agreement with CivicPlus and scope of work for website redesign through CivicEngage would provide website development, subscription and licensing, annual hosting, and support and maintenance services for the City of Gautier; and

WHEREAS, the cost of the Master Services Agreement with CivicPlus and scope of work through CivicEngage will be in the amount not to exceed \$28,485 for year one and \$8,960 annually thereafter (with a 3 percent annual tech fee to begin in year three); and

WHEREAS, the Mayor and Council Members hereby find that entering this Master Services agreement and approval of the scope of work for website redesign and maintenance 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 Master Services Agreement and scope of work for website redesign and maintenance 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 16, 2022.

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/05/2022
Subject: Website Redesign-CivicEngage/CivicPlus Professional Services Agreement

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with CivicPlus and approve a scope of work for a redesigned website through CivicEngage in an amount not to exceed \$28,485 in year one and \$8,960 annually thereafter (with a 3 percent annual tech fee to begin in year three).

BACKGROUND:

Best practices for website management recommend that websites are redesigned every three to four years to stay concurrent with emerging trends and styles best suited for public engagement. The City's current website has not been refreshed in more than five years and is lacking in various features needed for full compliance with current government standards. A review of sister cities showed most utilize CivicPlus for their websites.

DISCUSSION:

If approved, this services agreement and scope of work would provide website development, subscription and licensing, annual hosting, and support and maintenance services for the City of Gautier. Key benefits of using this platform are outlined below:

Security: This redesign will ensure the accessibility and security of the website. Currently, the website is "not secure" and is susceptible to hacking. By choosing CivicPlus to create and host the new website, the City will be guaranteed 99.9% service uptime in the event of outages or attack.

Accessibility: Accessibility improvements will allow the City of Gautier website to be fully ADA compliant and reduce the risk of litigation for non-compliance. Included in the package is a four-year redesign that will refresh the look of the website, while also updating any accessibility functions that are needed.

Functionality: This platform would allow staff to streamline the website maintenance processes, as it is more user friendly for City staff who provide updates. Additionally, the City utilizes Municode and CivicClerk (both CivicPlus products), and these platforms will seamlessly integrate with the CivicEngage website to provide a simple way for the public to search for and access important documents.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with CivicPlus and approve a scope of work for a redesigned website through CivicEngage in an amount not to exceed \$28,485 in year one and \$8,960 annually thereafter (with a 3 percent annual tech fee to begin in year three).

The City Council may:

1. Approve entering into a professional services agreement and approve a scope of work with CivicPlus for a website redesign, as presented; or
2. Not approve entering into a professional services agreement and not approve a scope of work with CivicPlus for a website redesign, as presented.

ATTACHMENTS:

1. Scope of Work
2. Master Services Agreement



CivicPlus

Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client’s Services, as defined in the SOW (“Project Development”), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services (“Annual Recurring Services”) in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW’s contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users'

personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online

CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 29 and 30 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance

of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

37. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Client.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client’s continued use of the Services following such updates constitutes Client’s acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-26951-1

Date:

7/6/2022 1:10 PM

Expires On:

9/20/2022

Product:

CivicEngage

Client:

Gautier MS - CivicEngage

Bill To:

Gautier MS - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Becky White	x(785) 370-2504	bwhite@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews): http://www.gautier-ms.gov	Renewable
1.00	DNS Hosting for .GOV – Annual Fee	DNS Hosting for .GOV – Annual Fee: http://www.gautier-ms.gov	Renewable
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
41.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	4yr Redesign Premium Annual - CivicEngage Central	4yr Redesign Premium Annual - CivicEngage Central	Renewable
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual	Renewable
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation	One-time
Total Investment - Year 1		USD 28,485.00	
Annual Recurring Services - Year 2		USD 8,960.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicEngage Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
 - a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 3% annual increase beginning in year 3 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after 48 months of continuous service under this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after 48 months of continuous service. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another 48 months of continuous service. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Paula Yancey

Title:

Title:

City Manager

Date:

Date:

8/16/22

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	City of Gautier	URL	www.gautier-ms.gov
Street Address	3330 Hwy. 90		
Address 2			

City	State	Postal Code
Gautier	MS	39553

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact	Teresa Montgomery	E-Mail	tmontgomery@gautier-ms.gov
Phone	228-497-8000	Ext.	Fax 228-497-8028
Billing Address	3330 Hwy. 90		
Address 2			

City	State	Postal Code
Gautier	MS	39553
Tax ID #	640732369	Sales Tax Exempt #
Billing Terms	Account Rep	Becky White
Info Required on Invoice (PO or Job #)		

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N [X]

Please list all external sources: _____

Contract Contact	Paula Yancey	Email	pyancey@gautier-ms.gov
Phone	228-497-8000	Ext.	Fax

Project Contact	April Stennett	Email	astennett@gautier-ms.gov
Phone	228-497-8000 Ext. 315	Ext.	Fax

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting: August 16, 2022
Title: Authorization to Acknowledge Bid and Award the contract for the Nanofiltration Water Treatment Plant Equipment

Introduced by:
Contact Person/Telephone April Stennett 497-8000

Summary Explanation: Authorization to acknowledge receipt of one bid and award the contract to Max Foote Construction Company, LLC. for the 3 MGD Nanofiltration Water Treatment Plant Equipment, in an amount not to exceed \$4,897,060.

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, the City of Gautier has requested bids for the 3 MGD Nanofiltration Water Treatment Plant Equipment; and

WHEREAS, on July 26, 2022, one bid was received and opened; and

WHEREAS, Waggoner Engineering performed a complete review of the bid and recommends awarding the contract to Max Foote Construction Company, LLC, to construct the equipment for the 3 MGD Nanofiltration Water Treatment Plant, including all piping, electrical, controls, equipment, and all necessary work in accordance with project plans and specifications in an amount not to exceed \$4,897,060; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve a contract with Max Foote Construction Company, LLC, for the 3 MGD Nanofiltration Water Treatment Plant Equipment, in an amount not to exceed \$4,897,060; and

WHEREAS, the Mayor and Council Members hereby find that Max Foote Construction Company, LLC, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Max Foote Construction Company, LLC, for the 3 MGD Nanofiltration Water Treatment Plant Equipment is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/05/2022
Subject: Authorization to Acknowledge Bid and Award Contract for Nanofiltration Water Treatment Plant Equipment

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of one bid for the 3 MGD Nanofiltration Water Treatment Plant Equipment and award a contract to Max Foote Construction Company, LLC. in an amount not to exceed \$4,897,060.

BACKGROUND:

The project is authorized by Section 219(c)(5) of the Water Resources Development Act (WRDA) of 1992, as amended by technical corrections in Public Law 106-109; Section 331 of WRDA 1999; Section 5158 of WRDA 2007, and Section 352(b)(6) of WRDA 2020 as follows: "JACKSON COUNTY, MISSISSIPPI. – Provision of an alternative water supply, projects for stormwater and drainage systems, and projects for the design, installation, enhancement, or repair of sewer systems for Jackson County, Mississippi." The FY20 allocation for projects under Section 219(c)(5) for Jackson County is \$6,500,000, of which \$2,500,000 is for the Gautier Water Supply Improvements Project.

The City has an existing ion exchange water treatment plant that is capable of treating 1 million gallons per day (MGD) of water and is located at the public works department on Gautier Vancleave Road. At times, during system regeneration (approximately 4 hours or more per day), the treated water has a distinct brown tint. The City plans to add a nanofiltration unit as a treatment alternative to the ion exchange plant. Nanofiltration is a relatively new technology for potable water generation that uses a membrane filtration process to remove contaminants. A nanofiltration pilot project was performed at the City's facility, and the results in color removal were deemed successful.

This project is intended to provide an improved adequate supply of clear drinking water that is essential to the public welfare and growth of the City. The expansion of the city's water supply and treatment options enhances the capacity, as well as the quality, of the drinking water, as required to comply with provisions of the Safe Drinking Water Act.

DISCUSSION:

One bid for this project was received and opened on July 26, 2022. Waggoner Engineering performed a complete review of the bid and recommends awarding the contract to Max Foote Construction, LLC. to construct the equipment for the 3 MGD Nanofiltration Water Treatment Plant, including all piping, electrical, controls, equipment, and all necessary work in accordance with project plans and specifications in an amount not to exceed \$4,897,060.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of one bid for the 3 MGD Nanofiltration Water Treatment Plant Equipment Project and award a contract to Max Foote Construction Company, LLC. in an amount not to exceed \$4,897,060.
The City Council may:

1. Accept bids and authorize the award and execution of the contract, as presented; or
2. Reject all bids and modify the scope of the project; or

3. Reject all bids and re-advertise.

ATTACHMENTS:

1. Letter of Recommendation and Bid Tabulation



143-A LeFleurs Square | Jackson, MS 39211
601 355-9526 OFFICE | 601 352-3945 FAX
WAGGONERENG.COM

July 28, 2022

City of Gautier
3330 Highway 90
Gautier, MS 39553

ATTN: April Stennett
Grants and Projects Director

RE: **RECOMMENDATION OF AWARD**
Nanofiltration Water Treatment Plant Equipment
WEI #W018019.002

Dear Ms. Stennett:

We are pleased to submit to you our conclusions and recommendations regarding award of the contract for the Nanofiltration Water Treatment Plant Equipment. Bids were opened at City Hall on Tuesday, July 26, 2022 at 10:00 A.M. A copy of the Certified Tabulation of Bids is attached.

One bid was submitted with the total bid amount of \$4,897,060.00 by Max Foote Construction Company LLC. The proper proposal documentation, including bond, appears to be in order as required by the contract documents.

Therefore, we recommend that award of the contract be made to Max Foote Construction Company LLC in the amount of \$4,897,060.00.

Thank you for this opportunity to be of service to you.

Sincerely,

Brian G. Granger, P.E., BCPE
Senior Discipline Manager

BG/reg

Attachment

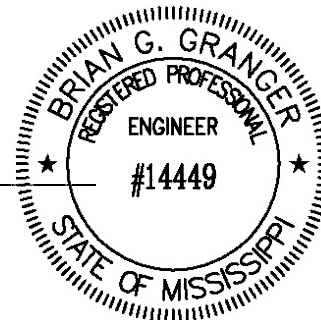
c: Casey Vaughan, Mayor, City of Gautier
Paula Yancey, City Manager

TABULATION OF BIDS - WAGGONER ENGINEERING, INC.					
City of Gautier, Mississippi Nanofiltration Water Treatment Plant Equipment WEI Project No. 0018019.002				Max Foote Construction Co., LLC 225 Antibes Street West Mandeville, LA 70448	
ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Construct the equipment and appurtanances for a 3 MGD Nanofiltration Water Treatment Plant including, all piping, electrical, controls, equipment, and all other necessary work and appurtanances in accordane with Project Plans and Specifications, Complete.	LS	1	\$ 4,897,060.00	\$ 4,897,060.00
TOTAL BID					\$ 4,897,060.00

THIS IS TO CERTIFY THAT THIS IS A TRUE AND ACCURATE TABULATION OF BIDS
FOR THE NANOFILTRATION WATER TREATMENT PLANT EQUIPMENT PROJECT
RECEIVED BY THE CITY OF GAUTIER AT 10:00 AM ON JULY 26, 2022.

Brian Granger

CERTIFIED BY: Brian Granger, P.E., BCEE, Senior Discipline Manager



CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:
Title:

August 16, 2022
Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, the Council of the City of Gautier, Mississippi, hereby approved, after lawful notice and hearing, that the parcel of land described in "Exhibit A" was in such a state of uncleanness as to be a menace to the public health and safety of the community and authorized it to be abated by the City; and

WHEREAS, during each public hearing, the City Council approved assessment of the cost associated with the abatements, in addition to penalties, as indicated on Exhibit A; and

WHEREAS, the parcel has now been abated by the City of Gautier; and

WHEREAS, it is hereby resolved that the amount set for the parcel listed hereinafter is the actual cost of cleaning of the parcel, plus any penalties, as identified; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI:

SECTION 1. That the City Council for the City of Gautier hereby adopts the foregoing recitals as its findings.

SECTION 2. That the parcel of land identified in "Exhibit A," which is described by reference to deeds recorded at the appropriate pages in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning the parcel, plus any penalties, as identified.

SECTION 3. That these amounts are hereby declared to be an assessment and lien against the parcel listed in "Exhibit A," which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgements are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the liens in the manner provided by law for the sale of land for delinquent taxes.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 16, 2022.

Mayor Casey C. Vaughan

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 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

August 16, 2022

Re: Resolution For Lien Assessment 3517 Raintree

Dear Council Members:

I am requesting the Council approve the abatement costs of the property you will find enclosed and titled *Exhibit A*. The costs are associated with a previous order this Council issued for cleaning and cutting the dilapidated and dangerous property. 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

enclosure

Exhibit A
Gautier Lien Assessment

Parcel & Address	Owner & Mailing Address	Total Assessment
#82434083.000 3517 Raintree	TTLBL, LLC 4747 Executive Dr. Ste 210 San Diego, CA 92121	Cost: \$1,200 Penalty: \$600 Total Assessment: \$1,800

**CITY OF GAUTIER
Business Agenda Item #12
Fact Sheet**

Council Meeting:
Title:

August 16, 2022
Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with a CCTV bid package for the College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for the work associated with a CCTV bid package for the College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation Project in the amount not to exceed \$30,688.10

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 requires engineering and other professional services in relation to the College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation Project; and

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

WHEREAS, the residential neighborhoods of College Park, Isle of Pine, and Valleywood subdivisions were developed utilizing clay pipes for the sanitary sewer infrastructure; and

WHEREAS, due to age and condition of the existing system, these pipes need relining. Currently, the existing sanitary system has significant inflow and infiltration problems, causing sewer overflows; and

WHEREAS, videoing the sanitary sewer lines within College Park, Isle of Pine, Valleywood and miscellaneous subdivisions will determine the required repairs and to help define the scope of work required for the sewer main rehabilitation project, while also helping to show project readiness for various grant opportunities; and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide engineering, planning and design, bidding, construction administration and resident project representation; and

WHEREAS, the cost of the contract is not to exceed \$30,688.10; 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 Seymour Engineering for work associated with the with a CCTV bid package for the College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation 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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/09/2022
Subject: CCTV Bid Package for College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation Project – Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with a CCTV bid package for the College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation Project in an amount not to exceed \$30,688.10.

BACKGROUND:

The residential neighborhoods of College Park, Isle of Pine and Valleywood subdivisions were developed utilizing clay pipes for the sanitary sewer infrastructure. Due to the age and condition of the existing system, these pipes need relining. Currently, the existing sanitary sewer system has significant inflow and infiltration (I&I) problems. These conditions result in sewer overflows. The existing systems become surcharged and raw sanitary sewer is released inside homes, front yards, roads, and ditches.

DISCUSSION:

The City must video the sanitary sewer lines within the College Park, Isle of Pines, and Valleywood and miscellaneous subdivisions to determine the required repairs. Taking this first step will help define the scope of work required for the sewer main rehabilitation project, while also helping to show project readiness for various grant opportunities.

Seymour will provide services including engineering, planning and design, bidding, construction administration and resident project representation.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with a CCTV bid package for the College Park, Isle of Pine, and Valleywood Sewer Main Rehabilitation Project in an amount not to exceed \$30,688.10.

The City Council may:

1. Approve entering into a professional services agreement with Seymour Engineering, as presented; or
2. Not approve entering into a professional services agreement with Seymour Engineering, as presented.

ATTACHMENTS:

1. Seymour PSA for CCTV Package

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2022, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to CCTV the sanitary sewer lines within College Park, Isle of Pines, Valleywood and miscellaneous subdivisions requiring repairs in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project. The Contract will extend through completion of project construction and submittal of all required closeout documents to the Owner.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit C "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater

degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)'

work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. Engineer shall provide record drawings to the Owner and provide written certification that the project was constructed according to the approved plans, specifications, and contract documents.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.6, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Geotechnical Engineering.

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit B:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit A. Item numbers 2.1.4, 2.1.5 and 2.1.6 shall be paid monthly based on percentage complete of the Lump Sum Amount.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements for Basic Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNERS sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 **Exhibit A** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.2 **Exhibit B** Payments to Engineer, consisting of 1 page.

5.2.3 **Exhibit C** Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.3 This Agreement (consisting of pages 1 to 12, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

DATE:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

ENGINEER:

DATE:

**MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

EXHIBIT A
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE:

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

NOTE: ALL TRAVEL COSTS SHALL NOT EXCEED THE ALLOWABLE REIMBURSEMENTS AS ADOPTED BY THE STATE OF MISSISSIPPI.

EXHIBIT B

TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, Dated _____ (for use with No. 1910-1, 1984 Edition).

PAYMENTS TO ENGINEER

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on _____, 2022, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. BASIC SERVICES:

A. Engineering, Planning and Design

Prepare a Bid Package to conduct CCTV Inspections. Work with contractor to finalize Infrastructure Inspection Videos and Report.

COST: LUMP SUM \$7,600.00

B. Bidding

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$4,688.10

C. Construction Administration and Resident Project Representative

- i. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- ii. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- iii. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- iv. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- v. ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit C)

COST: LUMP SUM \$18,400.00

TOTAL LUMP SUM COST: \$30,688.10

EXHIBIT C
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____ 2022, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests:

Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals:

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

- 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

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

Council Meeting:
Title:

August 16, 2022
Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Citywide Lift Station Upgrade Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for the work associated with the Citywide Lift Station Upgrade project in an amount not to exceed \$138,600.00

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 engineering and other professional services in relation to the Citywide Lift Station Upgrade Project; and

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

WHEREAS, needed upgrades include new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements; and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide topographic survey, hydraulic calculations/pump sizing, electrical and structural engineering, preparing a bid package, construction administration, and resident project representative; and

WHEREAS, the cost of the contract is not to exceed \$138,600.00; 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 Seymour Engineering for work associated with the Citywide Lift Station Upgrade 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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/09/2022
Subject: Citywide Lift Station Upgrade Project – Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Citywide Lift Station Upgrade Project in an amount not to exceed \$138,600.

BACKGROUND:

There are 26 existing lift stations that are approximately 60 years of age. These stations are in dire need of replacements or upgrades. Needed upgrades include new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

DISCUSSION:

Seymour will provide services including topographic survey, hydraulic calculations/pump sizing, electrical and structural engineering, and preparing a bid package, construction administration and resident project representative.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Citywide Lift Station Upgrade Project in an amount not to exceed \$138,600.

The City Council may:

1. Approve entering into a professional services agreement with Seymour Engineering, as presented; or
2. Not approve entering into a professional services agreement with Seymour Engineering, as presented.

ATTACHMENTS:

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2022, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to upgrade twenty-six (26) lift stations in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project. The Contract will extend through completion of project construction and submittal of all required closeout documents to the Owner.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders

(all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit C "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and

preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or

safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. Engineer shall provide record drawings to the Owner and provide written certification that the project was constructed according to the approved plans, specifications, and contract documents.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.6, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Geotechnical Engineering.

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit B:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit A. Item numbers 2.1.4, 2.1.5 and 2.1.6 shall be paid monthly based on percentage complete of the Lump Sum Amount.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements for Basic Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNERS sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 **Exhibit A** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.2 **Exhibit B** Payments to Engineer, consisting of 2 pages.

5.2.3 **Exhibit C** Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.3 This Agreement (consisting of pages 1 to 13, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

DATE:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

ENGINEER:

DATE:

**MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

EXHIBIT A
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE:

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

NOTE: ALL TRAVEL COSTS SHALL NOT EXCEED THE ALLOWABLE REIMBURSEMENTS AS ADOPTED BY THE STATE OF MISSISSIPPI.

EXHIBIT B

TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, Dated _____ (for use with No. 1910-1, 1984 Edition).

PAYMENTS TO ENGINEER

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on _____, 2022, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. **ADDITIONAL SERVICES:**

A. Topographic Survey

A Topographic Survey drawing will be provided locating the lift station features, pertinent right-of-way information and all necessary data required for design drawings.

COST: LUMP SUM \$25,000.00

2. **BASIC SERVICES:**

A. Engineering Design: Hydraulic Calculations/Pump Sizing, Structural Engineering & Electrical Engineering

Construction drawings and specifications will be prepared for the Project.

COST: LUMP SUM \$61,850.00

B. Bidding

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$10,000.00

C. Construction Administration and Resident Project Representative

- i. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- ii. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.

- iii. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- iv. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- v. ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit C)

COST: LUMP SUM \$41,750.00

TOTAL LUMP SUM COST: \$138,600.00

EXHIBIT C
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____ 2022, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests:

Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals:

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

- 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

**CITY OF GAUTIER
Business Agenda Item #9
Fact Sheet**

Council Meeting:
Title:

August 16, 2022
Authorization to enter into a Professional Services Agreement with Seymour Engineering for the Highway 90 Sanitary Sewer and Water Lines – Singing River Mall Improvements Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for the Highway 90 Sanitary Sewer and Water Lines – Singing River Mall Improvements Project in an amount not to exceed \$150,000.

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 engineering and other professional services in relation to the Singing River Mall Improvements Project; and

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

WHEREAS, the project will install a new infrastructure that includes an 8" sanitary sewer and 8" water line along Highway 90, directly south of the former Singing River Mall; and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide topographic survey, MDOT permitting, engineering, planning, and design, bidding, construction administration, and resident project representation; and

WHEREAS, the cost of the contract is not to exceed \$150,000; 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 Seymour Engineering for work associated with the Highway 90 Sanitary Sewer and Water Lines – Singing River Mall 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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 08/09/2022
Subject: Highway 90 Sanitary Sewer and Water Lines - Singing River Mall - Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for the Highway 90 Sanitary Sewer and Water Lines-Singing River Mall Improvements Project in an amount not to exceed \$150,000.

BACKGROUND:

The project will install a new infrastructure that includes an 8" sanitary sewer and 8" water line along Highway 90, directly south of the former Singing River Mall. Due to the age and condition of the existing system, the pipes need replacement. A properly engineered system will convey the sanitary sewer by gravity flow, thus eliminating the need for grinder pumps. Ultimately, the gravity system will require less maintenance and still function during power outages. The new system will also reduce the occurrence of overflows and protect the environment. These new utilities will create the proper infrastructure required to adequately handle the water and sewer needs in this area and future development.

DISCUSSION:

Seymour will provide services including topographic survey, MDOT permitting, engineering, planning, and design, bidding, construction administration, and resident project representation.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for the Highway 90 Sanitary Sewer and Water Lines – Singing River Mall Improvements Project in an amount not to exceed \$150,000.

The City Council may:

1. Approve the professional services agreement, as presented; or
2. Not approve the professional services agreement, as presented.

ATTACHMENTS:

1. W&S Hwy. 90-Mall Property Agreement

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2022, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to install new water and sewer lines along Highway 90, adjacent to the mall property in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project. The Contract will extend through completion of project construction and submittal of all required closeout documents to the Owner.

1.2 Preliminary Design.

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

1.3. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders

(all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit C "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and

preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or

safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. Engineer shall provide record drawings to the Owner and provide written certification that the project was constructed according to the approved plans, specifications, and contract documents.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.6, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Geotechnical Engineering.

SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. *Payment to Engineer for Basic Services.* ENGINEER shall be paid the total amount outlined in Exhibit B:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit A. Item numbers 2.1.4, 2.1.5 and 2.1.6 shall be paid monthly based on percentage complete of the Lump Sum Amount.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements for Basic Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNERS sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 **Exhibit A** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.2 **Exhibit B** Payments to Engineer, consisting of 2 pages.

5.2.3 **Exhibit C** Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.3 This Agreement (consisting of pages 1 to 13, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

DATE:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

ENGINEER:

DATE:

**MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

EXHIBIT A
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE:

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

NOTE: ALL TRAVEL COSTS SHALL NOT EXCEED THE ALLOWABLE REIMBURSEMENTS AS ADOPTED BY THE STATE OF MISSISSIPPI.

EXHIBIT B

TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES, Dated _____ (for use with No. 1910-1, 1984 Edition).

PAYMENTS TO ENGINEER

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on _____, 2022, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. ADDITIONAL SERVICES:

A. Topographic Survey

Conduct a topographic survey of the project area with elevation cross-sections, existing structures, and pertinent drainage data will be collected. Existing sanitary sewer and water distribution lines will be located. A Topographic Survey drawing will be provided depicting existing conditions.

COST: LUMP SUM \$8,500.00

B. Mississippi Department of Transportation Permit

Obtain a permit from the Mississippi Department of Transportation (MDOT) to install the new utilities within the Highway 90 right-of-way.

COST: LUMP SUM \$5,000.00

2. BASIC SERVICES:

A. Engineering Design

Construction drawings and specifications will be prepared for the Project. The Project concept includes installing new water main and sanitary sewer lines on Highway 90 adjacent to the mall property.

COST: LUMP SUM \$75,000.00

B. Bidding

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$7,500.00

C. Construction Administration and Resident Project Representative

- i. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- ii. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- iii. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- iv. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- v. ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit C)

COST: LUMP SUM \$54,000.00

TOTAL LUMP SUM COST: \$150,000.00

EXHIBIT C
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____ 2022, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests:

Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals:

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

- 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

CITY OF GAUTIER
Business Agenda Item #10
Fact Sheet

Council Meeting: August 16, 2022
Title: Consider a request for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District located at Lot 123 Wynedote Dr, Gautier, MS (GPC #22-24-VAR)

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

Summary Explanation: Consider a request for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District located at Lot 123 Wynedote Dr, Gautier, MS (GPC #22-24-VAR) (PID #85940120.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the homeowner of Lot 123, Wynedote Drive, (PID #85940120.000) has requested a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant would like to build a 1,674 square-foot single family home on her 112.48' X 50' (5,624 square feet) lot. The minimum square footage required for a single-family dwelling in an R-1 is 1,325 square feet; and

WHEREAS, the applicant requests a thirteen-foot (13') variance to secondary front yard setback requirements due to the lot not only being a corner lot, but it is only 50' wide. The variance would allow the new home to be twelve feet (12') from the property line in lieu of the required twenty-five feet (25'); and

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

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/10/2022
Subject: Consider a request for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District. Lot 123, Wynedote Drive. (GPC #22-24-VAR)

REQUEST:

The Planning Department has received a request from Shaquita Evans for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District. Lot 123, Wynedote Drive, PID #85940120.000. 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 would like to build a single-family home on her lot. She is proposing to build a 1,674 square foot house on her 112.48' x 50' (5,624 square feet) lot. The applicant needs a thirteen-foot (13') variance to secondary front yard setback requirements because not only is it a corner lot but it is only 50' wide. The minimum square footage required for a single-family dwelling in an R-1 is 1,325 square feet.

DISCUSSION:

The applicant requests a thirteen-foot (13') variance to the minimum setback requirements for a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District for construction of a single-family home. The variance would allow the new home to be twelve feet (12') from the property line in lieu of the required twenty-five feet (25').

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 criteria having been met.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny the variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 8.4.22 (#22-24-VAR)
2. Complete Packet 22-24-VAR

Excerpt from August 4, 2022 Planning Commission Meeting:

The Planning Department has received a request for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District on Lot 123, Wynedote Drive, PID #85940120.000. (GPC #22-24-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated that the applicant would like to build a 1,674 square foot home on the lot. The lot is in an area that has been rezoned to R-1, but the lot sizes are very deep and narrow like they were originally platted for mobile homes. Because it is a corner lot and has a secondary front yard it is almost impossible to build a stick-built home on these lots and meet the minimum square footage requirement of 1,325 square feet. Mr. Ankerson stated that it is his opinion that there are some specifics to the property that would warrant allowing this variance. Because the lots are so narrow even a home built to the minimum square footage required in an R-1 district a variance would be needed.

REQUEST:

The Planning Department has received a request from Shaquita Evans for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District. Lot 123, Wynedote Drive, PID #85940120.000. 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 would like to build a single-family home on her lot. She is proposing to build a 1,674 square foot house on her 112.48' x 50' (5,624 square feet) lot. The applicant needs a thirteen-foot (13') variance to secondary front yard setback requirements because not only is it a corner lot but it is only 50' wide. The minimum square footage required for a single-family dwelling in an R-1 is 1,325 square feet.

DISCUSSION:

The applicant requests a thirteen-foot (13') variance to the minimum setback requirements for a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District for construction of a single-family home. The variance would allow the new home to be twelve feet (12') from the property line in lieu of the required twenty-five feet (25').

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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- (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.

Shaquita Evans stated that she plans to build her family home there.

Commissioner Ward asked Ms. Evans if she planned to live in the residence.

Ms. Evans stated that she did intend to live there.

Chairman Jamison noted that there were other houses on Wynecote Drive near the applicant's lot that looked closer to the property line than what was required also.

Commissioner Ward stated he felt that special conditions and circumstances did exist at this site because it would be hard to build a home and meet required setbacks on the lot.

Commissioner Decoteau was concerned about the setbacks on the side of the proposed home where it abuts another lot.

Mr. Ankerson stated that the site plan shows that the applicant will meet the required setbacks on that side of the home.

Ms. Evans stated that she had spoken to the neighbor, and they did not have any problem with her plans. She also noted that there is a playground right behind her lot.

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 due to the criteria having been met.

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

AYES: **Josh Ward**
 Kay C. Jamison
 William Davis
 Paul Gainer
 Ricky Decoteau

ABSENT: **DeAnna McManus**
 Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 4, 2022

GPC #22-24-VAR

Lot 123, Wynedote Drive

PID #85940120.000

VII. NEW BUSINESS

1. Consider a request for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District. Lot 123, Wynedote Drive, PID #85940120.000, (GPC #22-24-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 22, 2022

Subject: Consider a request for a thirteen-foot (13') variance to secondary front yard setback requirements for a new residence in a R-1 Low Density Single-Family Residential Zoning District. Lot 123, Wynedote Drive, PID #85940120.000, (GPC #22-24-VAR)

REQUEST:

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BACKGROUND:

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DISCUSSION:

The applicant requests a thirteen-foot (13') variance to the minimum setback requirements for a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District for construction of a single-family home. The variance would allow the new home to be twelve feet (12') from the property line in lieu of the required twenty-five feet (25').

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- A. 30% of required off-street parking spaces and/or
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4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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
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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

22-24-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: Shaquita Evans
Name of Business: N/A Phone: 228-990-2598
Property Address: Lot 123 Winedote Drive 39553 Mailing Address (if Different): 3301 Prescott Dr. Moss Point 39562
E-Mail Address: SEVANS1012@gmail.com
Reason for request, location and intended use of Property: Single Family Home
13' secondary front yard setback variance - Pinedale Street side

ATTACHMENTS REQUIRED AS APPLICABLE:

PID # 85940120.000

- ✓ 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: Shaquita Evans Date of Application: 5/31/22

FOR OFFICE USE ONLY

Date Received 5/31/22 Verify as Complete Boat

Fee Amount Received 175.00 Initials of Employee Receiving Application BZ

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.

no

- 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.

no

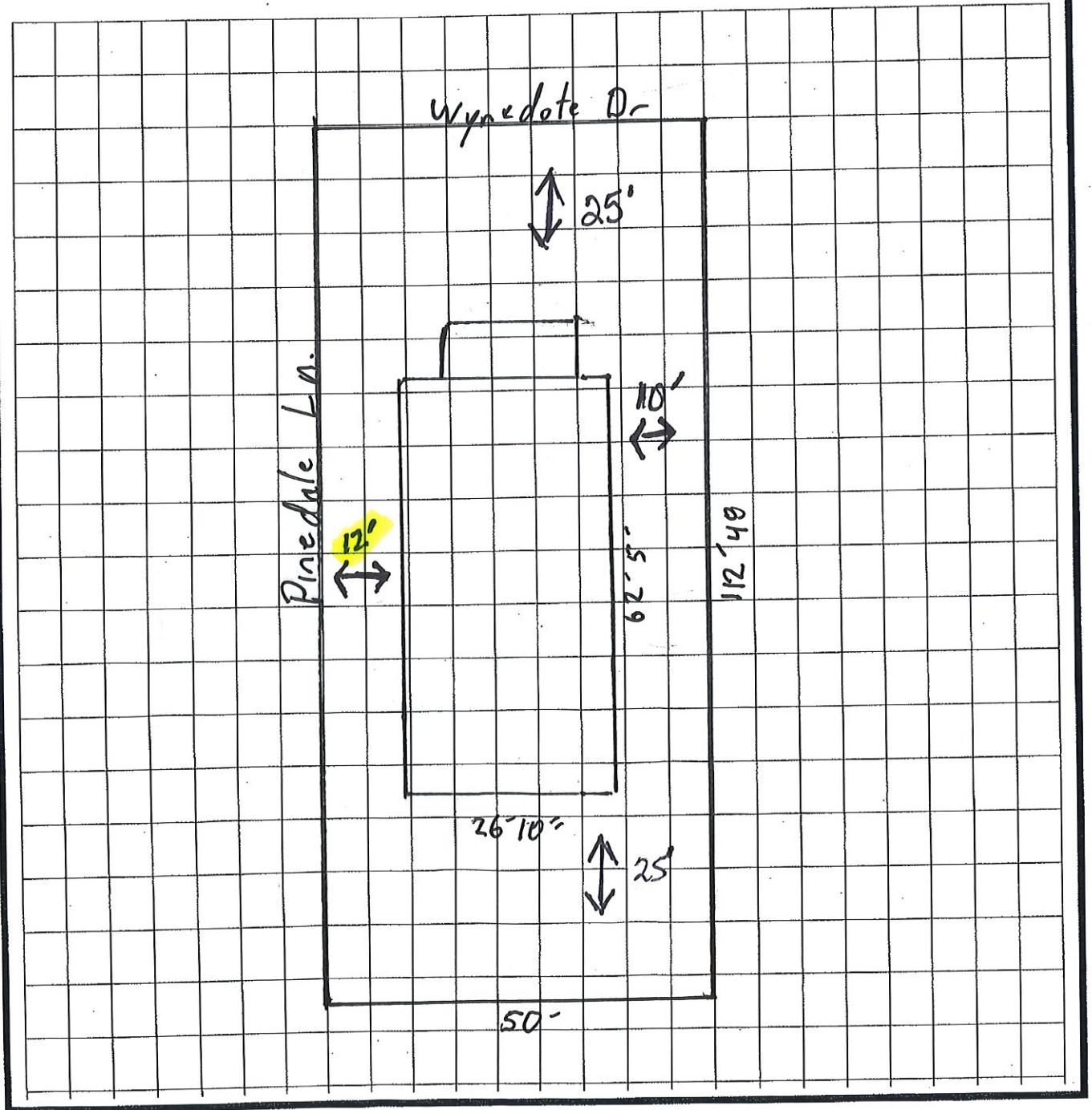
- C. Do the special conditions and circumstances result from actions of the applicant (you)?

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

DIAGRAM



Approximately 1674 sq. ft. house

5624 sq. ft. lot

NARRATIVE

This property is located on the corner of Pinedale Lane and Wynadote Drive. we would like to request a variance of 11' 10" min. to fit a home on the side to side measurement

when the home is centered on the lot:

side to side	23' 2"	remains
front to back	50' 1"	remains

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202109156 BK:2018 PG:495-498
04/14/2021 09:06:53 AM 4 PGS
TFOUNTAIN,DC Ropt#10157



202109156 4 PGS

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

Grantor:
Thomas G. Spencer
10145 Bayou View Dr. W
Bay St. Louis, MS 39520
(601) 831-0768

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

Grantee:
Shaquita Evans
4307 Nottingham Rd.
Pascagoula, MS 39581
(228) 990-2598

File No. R210476S

INDEXING INSTRUCTIONS: Lot 123, Unit 3, Martin Bluff S/D, Jackson County, Mississippi

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, I, **Thomas G. Spencer**, do hereby sell, convey and warrant unto **Shaquita Evans**, 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:

Lot 123, Unit 3, Martin Bluff Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 11, at Page 36.

This being the same property as that conveyed to Thomas G. Spencer, by instrument recorded in Deed Book 1398, at Page 696, Land Deed Records of Jackson County, Mississippi.

85940120.000 SPENCER THOMAS G

PIDN: 85940120.000

GISP: 771.12-01-0133.00

Owner Information

Percent of Ownership: 100

Name: SPENCER THOMAS G

Name 2:

Mailing Address: 1121 CLAYTON AVE

LEHIGH ACRES FL

33972

Site Address: WYNEDOTE DR GAUTIER

Land Information

Section: 12

Acreage: 0.00

Township: 7

Range: 7

Street Name WYNEDOTE
DR

Value and Tax Information

Total Assessed Value: 881

Total Appraised Value: 5870

Improvement Value: 0

Land Value: 5870

Tax Amount: 128

SQ FT: 0

Year Built:

Legal Description

Description: LOT 123 MARTIN'S BLUFF S/D #3 PB

11-36 DB 1398-696 (133 Map771.1

2-01)

Deed Book / Page: 1398 / 696

85940120.000 SPENCER THOMAS G

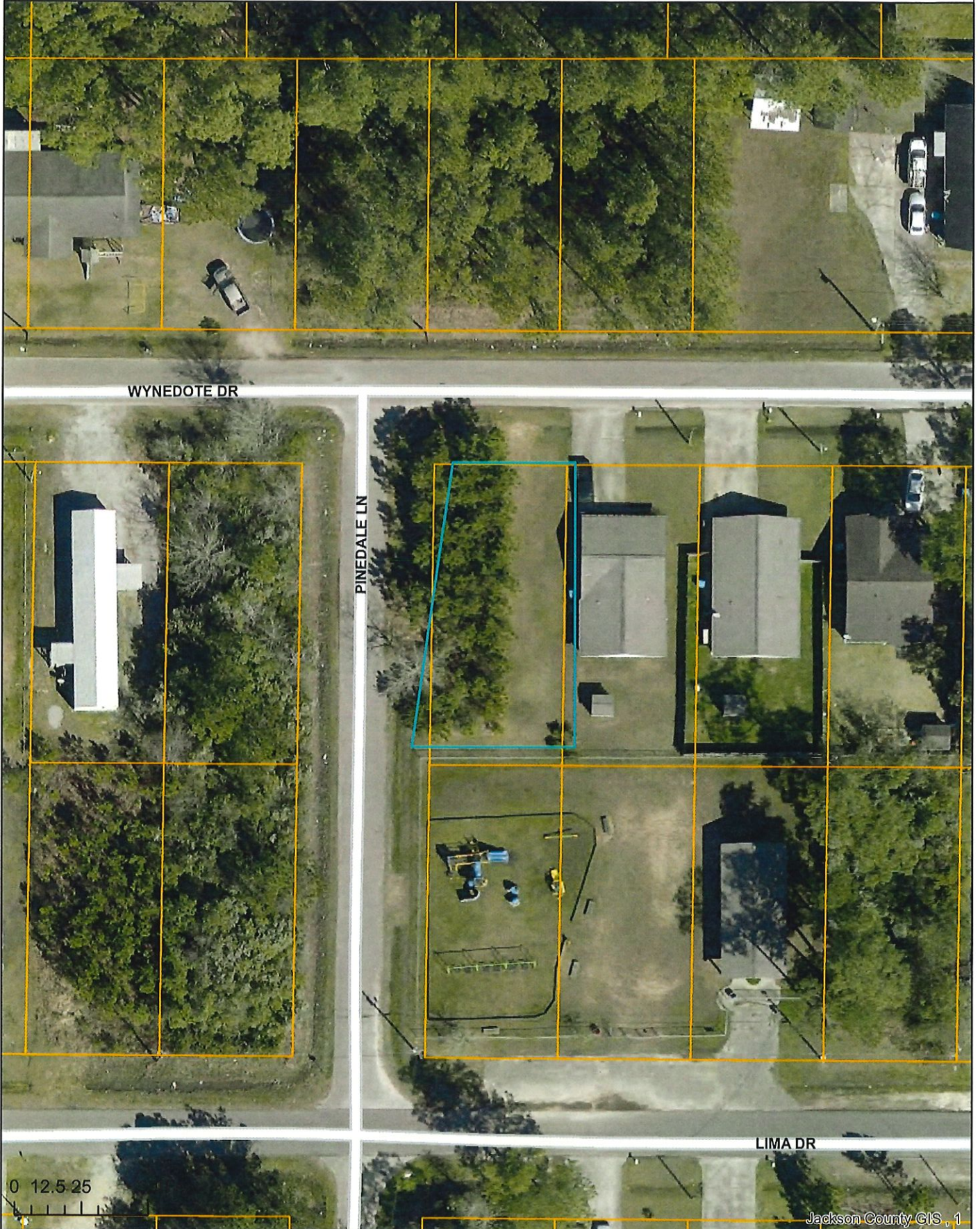


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

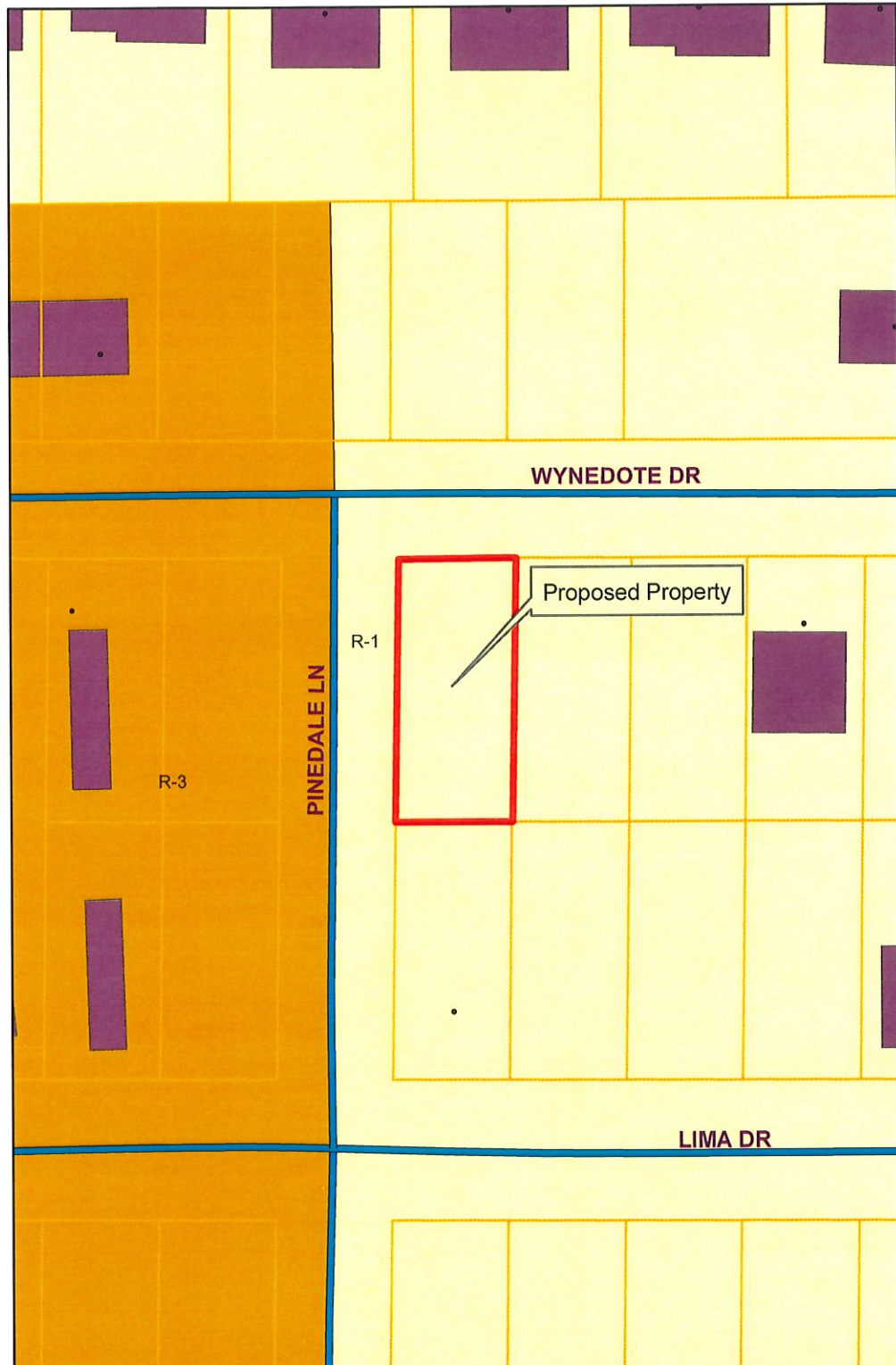


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

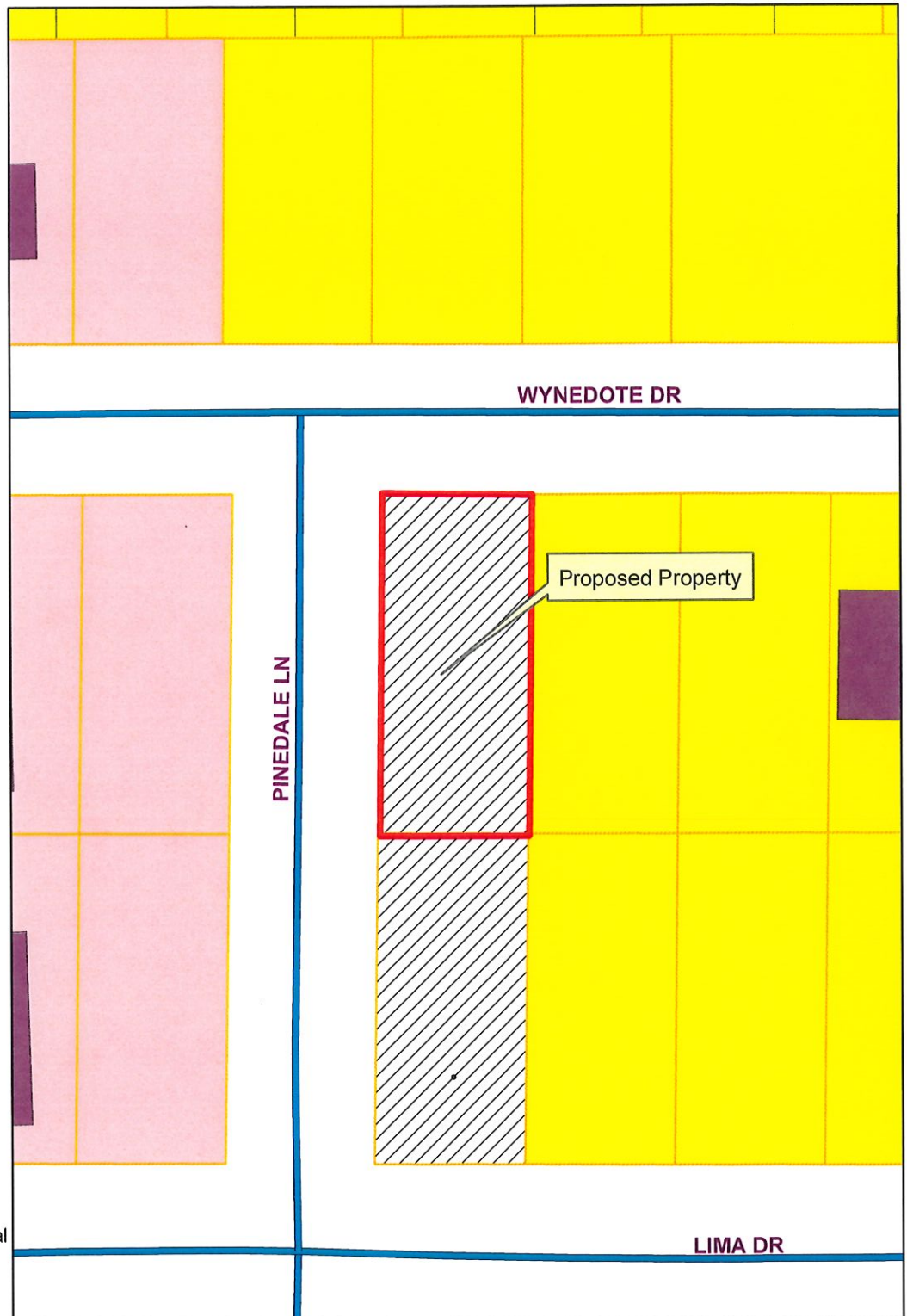


Exhibit D

Future Land-Use

Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #11
Fact Sheet

Council Meeting: August 16, 2022
Title: Consider a request for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District located at 2224 Southampton Court, Gautier, MS (GPC #22-31A-VAR)

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

Summary Explanation: Consider a request for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District located at 2224 Southampton Court, Gautier, MS (GPC #22-31A-VAR) (PID #85080098.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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 homeowner of 2224 Southampton Court, (PID #85080098.000) has requested a nine-foot (9') variance to side yard setback requirements for an addition in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant has built an addition to her home that is one foot (1') from the side property, without a permit. The City's zoning ordinance requires ten feet (10') in this district; and

WHEREAS, the applicant requests a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single Family Residential Zoning District, due to the minimum side yard setback requirements for a main structure is ten feet (10'); and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval, with the stipulation that gutters must be installed on both sides where the one foot (1') setback is requested;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/10/2022
Subject: Consider a request for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court. (GPC #22-31A-VAR)

REQUEST:

The Planning Department has received a request from Falcia Coleman for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, PID #85080098.000. The application fee of \$175 was paid on June 29, 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 an addition to her home without a permit. The addition is one foot (1') from the side property. The City's zoning ordinance requires ten feet (10') in this district. The applicant needs a nine-foot (9') variance to side yard setback requirements for the addition.

DISCUSSION:

The applicant is requesting a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. The minimum side yard setback requirements for a main structure is 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 request with the change that gutters must be installed on both sides where the one foot (1') setback is being requested.

The Planning Commission may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 8.4.22 (#22-31A-VAR)
2. Complete Packet 22-31A-VAR

Excerpt from August 4, 2022 Planning Commission Meeting:

The Planning Department has received a request for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District at 2224 Southampton Court, PID #85080098.000. (GPC #22-31A-VAR)

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

REQUEST:

The Planning Department has received a request from Falcia Coleman for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, PID #85080098.000. The application fee of \$175 was paid on June 29, 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 an addition to her home without a permit. The addition is one foot (1') from the side property. The City's zoning ordinance requires ten feet (10') in this district. The applicant needs a nine-foot (9') variance to side yard setback requirements for the addition.

DISCUSSION:

The applicant is requesting a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. The minimum side yard setback requirements for a main structure is 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.

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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.

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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.

Falicia Coleman stated that she lives in Lake Charles, Louisiana but she has owned the house on Southampton for about thirty years. At one time she rented the house out but now she uses it when she comes to visit her family. She purchased two lots behind the home so she could fence it in and build a safe haven for her boys to play basketball, football and lift weights. She added a gym and a storage area to her home. She said she hired a contractor and thought that he had done what needed to be done as far as permits.

Mr. Ankerson said that the Planning Department found out about the addition when a plumber came to get a permit for the plumbing tie-in. When he and the inspector went to

check on the project was when he found out that the addition was about finished and that it did not meet side setback requirements.

Chairman Jamison asked when the addition was built and what the height was on the gym.

Mrs. Coleman said the addition was built about five months ago. She said the gym addition was about seven feet (7') in height and could not be seen from the front of the house.

Tom Hammond, who lives on Wellington Drive, said that he would like to see the request approved. He said there is a lot of crime in the neighborhood, and he understands that Mrs. Coleman wants to give her children a safe place to play basketball, lift weights, etc.

Commissioner Davis asked if the water run-off from the roof would go into the neighbor's yard since the addition is so close to the property line.

Mr. Ankerson said it is very possible that water could be shed onto the neighbor's property.

Commissioner Davis suggested having a gutter system to keep the run-off on the applicant's property.

Commissioner Ward was concerned about setting a precedence and having other people building first and asking for permission for variances afterwards. He also asked about the addition being to code.

Mr. Ankerson said that we didn't know if everything was to code because they had not obtained a permit and no inspections had been made. If approved, a permit would have to be issued and then he would go back and inspect the construction to the extent that he could. The applicant would have to get letters from engineers for things that were done and can not be inspected at this point, such as concrete, wiring, etc.

Josh Danos, City Attorney, advised Commissioners that if they recommended denial, and the Council denied the request, there would be the issue of enforcing the denial. The neighbors might have the opportunity to bring them to court and have the city enforce the codes. A denial doesn't mean that they are automatically required to tear it down.

Mr. Ankerson stated that there are more than the two options of allowing it or tearing it down. It could be modified. A variance of five feet (5') could be approved and be met by making minor modifications to the front corner, or major modifications could be made and meet the current setbacks.

Mrs. Coleman said that she could talk to the owner of the property next to her and see if they would be interested in selling to her since it was a rental, or possibly selling her some of the property so she could meet the required setbacks.

Mr. Ankerson advised that a portion of the adjoining lot could only be sold if the existing house on the property would still meet the ten-foot (10') setback from the side property line. You could not split the lot without keeping the required setbacks for the existing house.

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

ACTION TAKEN:

Commissioner Davis made a motion to table the request to allow the applicant time to look for a remedy. If a remedy is found, she must talk to the city before performing any work.

There was no second.

Motion failed.

Commissioner Decoteau made a motion to recommend that City Council approve the request with the change that gutters must be installed on both sides where the one foot (1') setback is being requested.

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

AYES: **Kay C. Jamison**
 William Davis
 Paul Gainer
 Ricky Decoteau

NAYS: **Joshua Ward**

ABSENT: **DeAnna McManus**
 Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 4, 2022

GPC #22-31A-VAR

2224 Southampton Court

VII. NEW BUSINESS

1. Consider a request for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, (GPC #22-31A-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 25, 2022

Subject: Consider a request for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, (GPC #22-31A-VAR)

REQUEST:

The Planning Department has received a request from Falcia Coleman for a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, PID #85080098.000. The application fee of \$175 was paid on June 29, 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 an addition to her home without a permit. The addition is one foot (1') from the side property. The City's zoning ordinance requires ten feet (10') in this district. The applicant needs a nine-foot (9') variance to side yard setback requirements for the addition.

DISCUSSION:

The applicant is requesting a nine-foot (9') variance to side yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. The minimum side yard setback requirements for a main structure is 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,

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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.

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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

22-31-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Falicia Coleman PID 85880098.000
Name of Business: _____ Phone: 337-965-0424
Property Address: 2224 Southampton Ct. Gautier MS 39553 Mailing Address (if Different): 700 Reigel Street
E-Mail Address: Falicia7@aol.com Lake Charles LA 70607
Reason for request, location and intended use of Property: See attachment please
9' ~~Back~~ Variance to Side yard for addition, 2' to Fence height

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. 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. N/A
5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Falicia Coleman Date of Application: 6-22-22

FOR OFFICE USE ONLY

Date Received 6-29-22 Verify as Complete BA

Fee Amount Received 175.00 Initials of Employee Receiving Application BL

Falicia Coleman

2224 Southampton Ct.

Gautier, MS 39533

337-965-0424

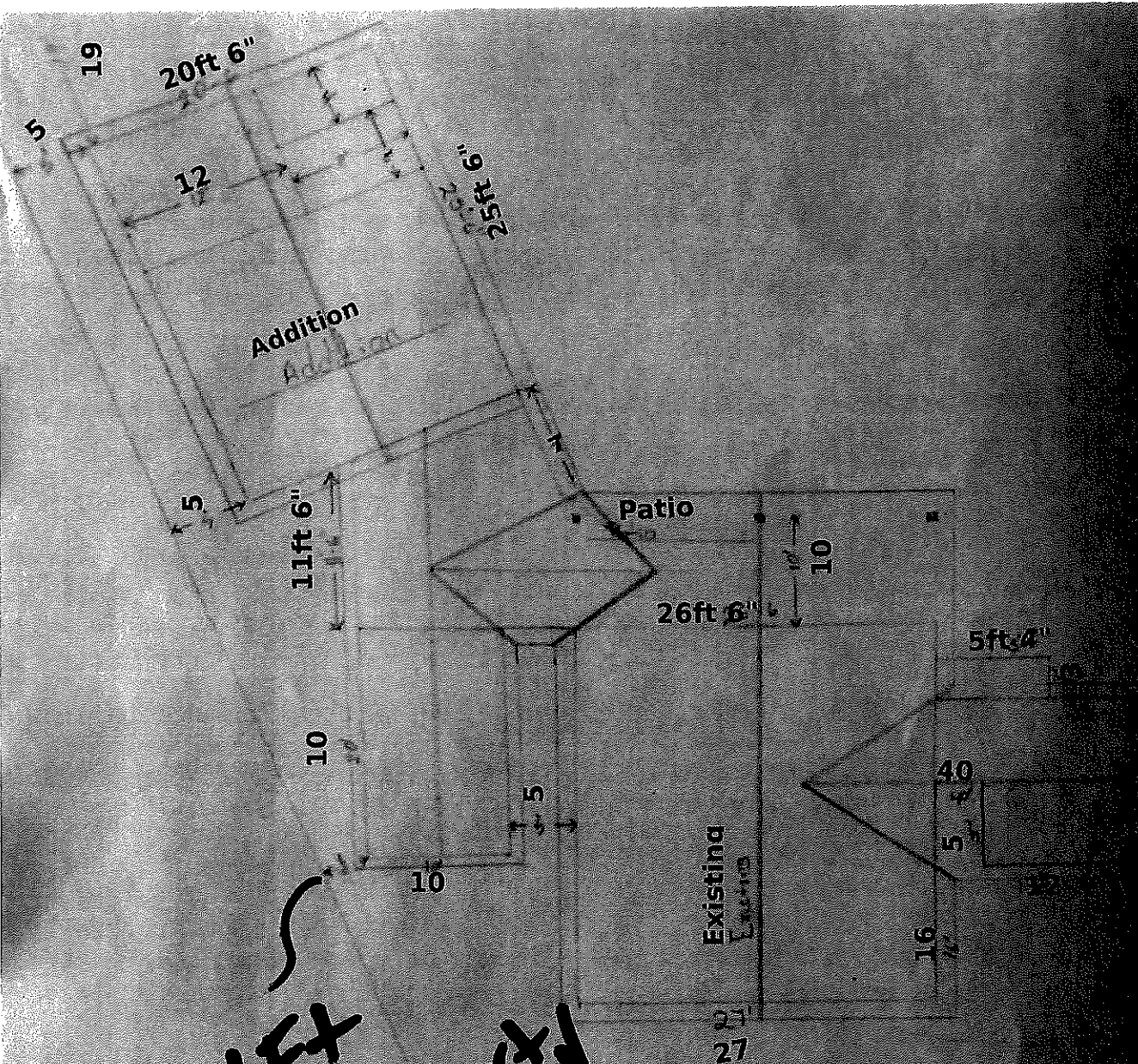
Reason for request:

I have three teenage boys that play football, basketball and lift weights. They are very active, I wanted to keep them busy doing things that are safe and to ensure that they are at home and I can monitor them. I wanted to create a Safe Haven for them to play. In my back yard, I built a Gym and storage area for their equipment and put a basketball goal in the fenced in back yard. Mr. Thomas sold me his land the 2 empty lots behind my house. I fenced in the two empty lots and cut down 7 tall pines trees (before hurricane season) that looked like it could cause possible damage to my property and my neighbors. I talked to my neighbors about my plans and to make improvements on my home that I purchased over 35 years ago and I wanted to invest in Gautier and help improve my neighborhood and not just sell the house and move away. I talked with my neighbors hoping that together we can and will increase the value of the homes in the community. My surroundings neighbors agreed with the improvements and also improved their home. With landscaping and painting their homes in our cul-de-sac.

I was not trying to break any rules, I was just trying to improve the value of my home and invest and improve my community in Gautier to make it safer for the kids. Not just move away and invest and improve the home.

- A. No
- B. No
- C. Yes, an addition in my back yard and add a privacy fence
- D. Yes, to have a privacy 6 feet fence in my Back yard for my kids and add value to my home and improve the surrounding area and provide protection to my home.

Falicia Coleman, 6-22-22



85080098.000 NICHOLS FALICIA R

PIDN: 85080098.000

GISP: 776.24-02-0060.00

Owner Information

Percent of Ownership: 100

Name: NICHOLS FALICIA R

Name 2:

Mailing Address: P O BOX 6253
LAKE CHARLES LA
70606

Site Address: 2224 S HAMPTON DR GAUTIER

Land Information

Section: 24 Acreage: 0

Township: 7

Range: 7

Street Name HAMPTON
DR

Value and Tax Information

Total Assessed Value: 6331

Total Appraised Value: 42207

Improvement Value: 37167

Land Value: 5040

Tax Amount: 910

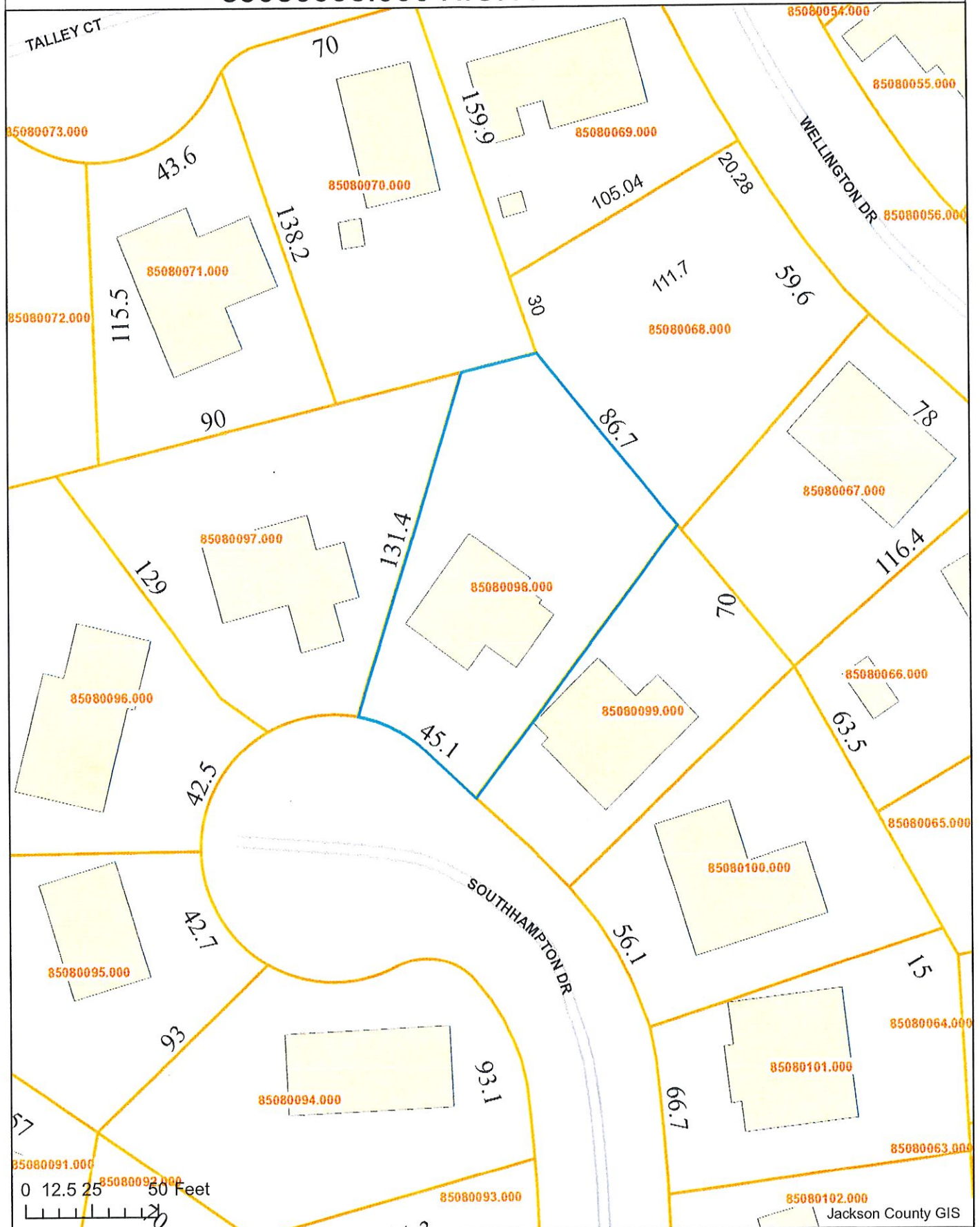
SQ FT: 1026 Year Built: 1973

Legal Description

Description: LOT 375 CAMBRIDGE SQ #2 DB 1012-
853 (60 Map776.24-02)

Deed Book / Page: 1012 / 853

85080098.000 NICHOLS FALICIA R



85080068.000 HAMMOND THOMAS DANIEL

PIDN: 85080068.000

GISP: 776.24-02-0090.00M

Owner Information

Percent of Ownership: 100

Name: HAMMOND THOMAS DANIEL

Name 2:

Mailing Address: 5600 WELLINGTON DR

GAUTIER MS

39553

Site Address: WELLINGTON DR GAUTIER

Land Information

Section: 24

Acreage: 0

Township: 7

Range: 7

Street Name WELLINGTON
DR

Value and Tax Information

Total Assessed Value: 744

Total Appraised Value: 4960

Improvement Value: 0

Land Value: 4960

Tax Amount: 106

SQ FT: 0

Year Built:

Legal Description

Description: LOT 345 & PT LOT 346 CAMBRIDGE S

Q S/D PT 2 DESC AS: BEG SW COR L

OT 346 N 20*W 30' N 60*E 105.04

TO W/M WELLINGTON ST S 33*E 20.2

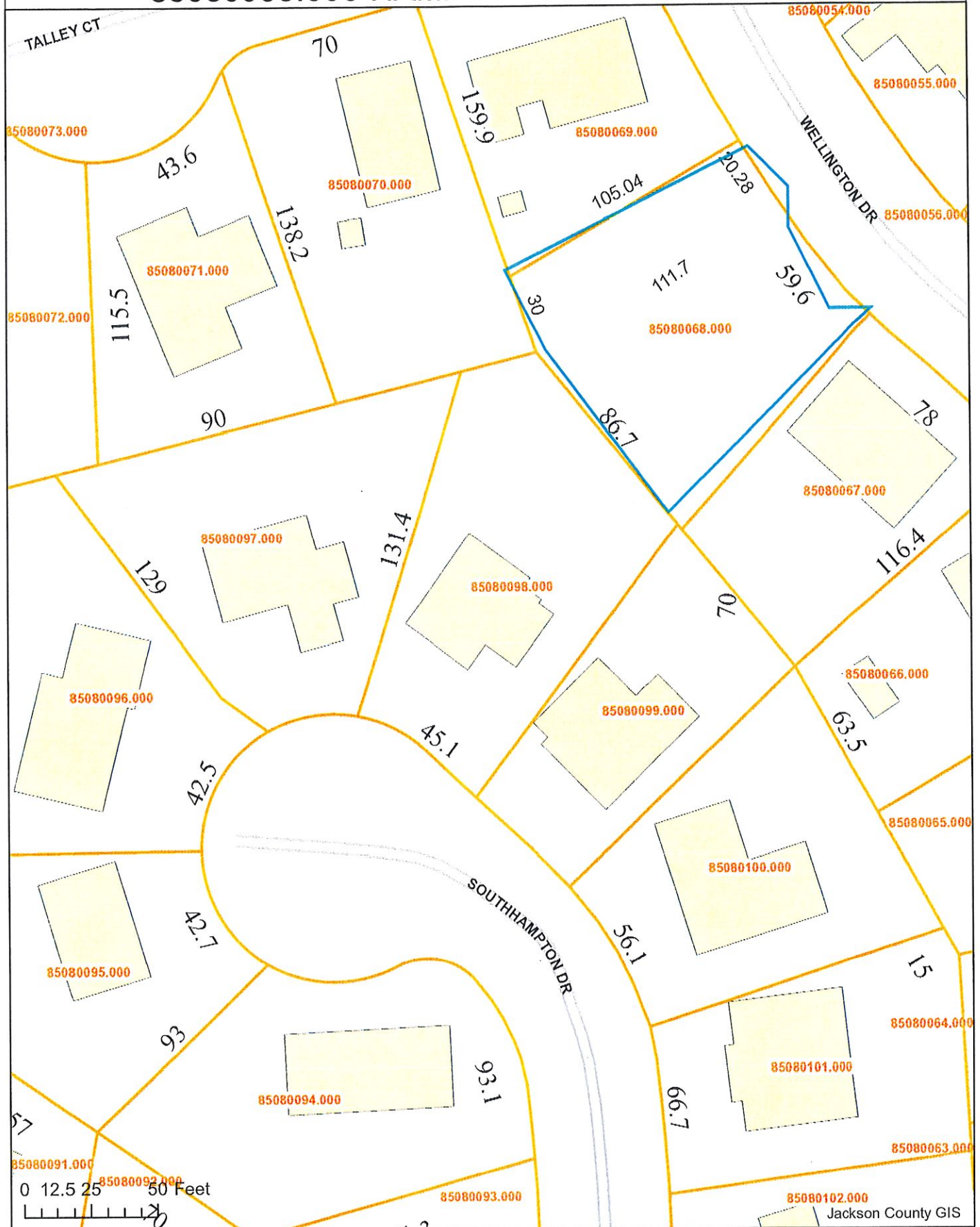
8' S 55*W 111.7' TO POB DB 1844-

71 DB 1876-567 DB 1876-572 (90M

MAP776.24-02)

Deed Book / Page: 1876 / 572

85080068.000 HAMMOND THOMAS DANIEL



RECORDING REQUESTED BY:
Thomas Daniel Hammond

INSTRUMENT PREPARED BY:
Thomas Daniel Hammond
5600 Wellington Dr.
Gautier, Mississippi 39553
228-497-1488

(Above reserved for official use only)

RETURN DEED TO:
Falicia Coleman
2224 Southampton Ct.
Gautier, Mississippi 39553
337-965-0424

SEND TAX STATEMENTS TO:
Falicia Coleman
2224 Southampton Ct.
Gautier, Mississippi 39553

QUIT CLAIM DEED FOR MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF JACKSON

THIS DEED is made this day of 12/17/21 by and between the "**Grantor**,"

Thomas Daniel Hammond, an unmarried individual residing at 5600 Wellington Dr.,
Gautier, Mississippi 39553 Phone/Cell {228-497-1488}

AND the "**Grantee**,"

Falicia Coleman, an individual whose post office address is 2224 Southampton Ct. ,
Gautier, Mississippi 39553 Phone/Cell {337-965-0424} Work {337-562-1200}.

FOR VALUABLE CONSIDERATION of the sum of thirteen thousand

dollars (\$13,000.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby quitclaims to Grantee and Grantee's heirs and assigns forever, all of Grantor's rights, titles, interests, and claims in or to the following described real estate (the "**Property**"), together with all hereditaments and appurtenances belonging thereto, located in Jackson county, Mississippi, subject to any restrictions herein:

Property Address: Lot 345, CAMBRIDGE SQ S/D PT2

Parcel NO. 85080068.000 PPIN # 066591

Lot 346 Parcel, Gautier, Mississippi 39553

Legal Description: Part of Lot 346, Cambridge Square Subdivision, Part 2, Gautier, Jackson County, Mississippi, as recorded in plat book 13, page 27, Office of the Chancery Clerk, Jackson County Courthouse and more particularly described as follows: Beginning at a found 1/2" rebar at the Southwest corner of Lot 346; thence North 20 degrees 1 minutes 02 seconds West along the west line of Lot 346, 30.00 feet to a set 1/2" rebar; thence North 60 degrees 07 minutes 50 seconds East 105.04 feet to a set 1/2" rebar on the west right-of-way of Wellington Street; thence Southeast along the west right-of-way Wellington Street and along a curve to the left of an arc distance of 20.28 feet, said curve having a chord of South 33 degrees 05 minutes 11 seconds East 20.28 feet and a radius of 380.10 feet, to a found 1/2" rebar at the Southeast corner of lot 346; thence South 55 degrees 20 minutes 59 seconds West along the south line of Lot 346, 111.70 feet to the Point of Beginning, This lot is located in Zone X according to Flood Insurance Rate Map #28059C 0317 G, Revised March 16, 2009.

Vesting Information / Property Interest: Grantee receives the Property in fee simple as the sole owner.

NOTE: Chancery Clerk Conveyance Land Sold For Taxes 201514790 Lot 345

[SIGNATURE PAGE FOLLOWS]

Signatures

Grantor signed, sealed, and delivered this quit claim deed to Grantee on 12/17/24 (date).

Grantor: Thomas Daniel Hammond

Signature: Thomas Daniel Hammond

NOTARY ACKNOWLEDGMENT

MISSISSIPPI

COUNTY OF JACKSON

On 12/17/21 before me, Kelly Gresham, personally appeared, Thomas Daniel Hammond, personally known to me or proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Commission Expires: 8/5/22

[Signature]
Notary Public, Mississippi



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

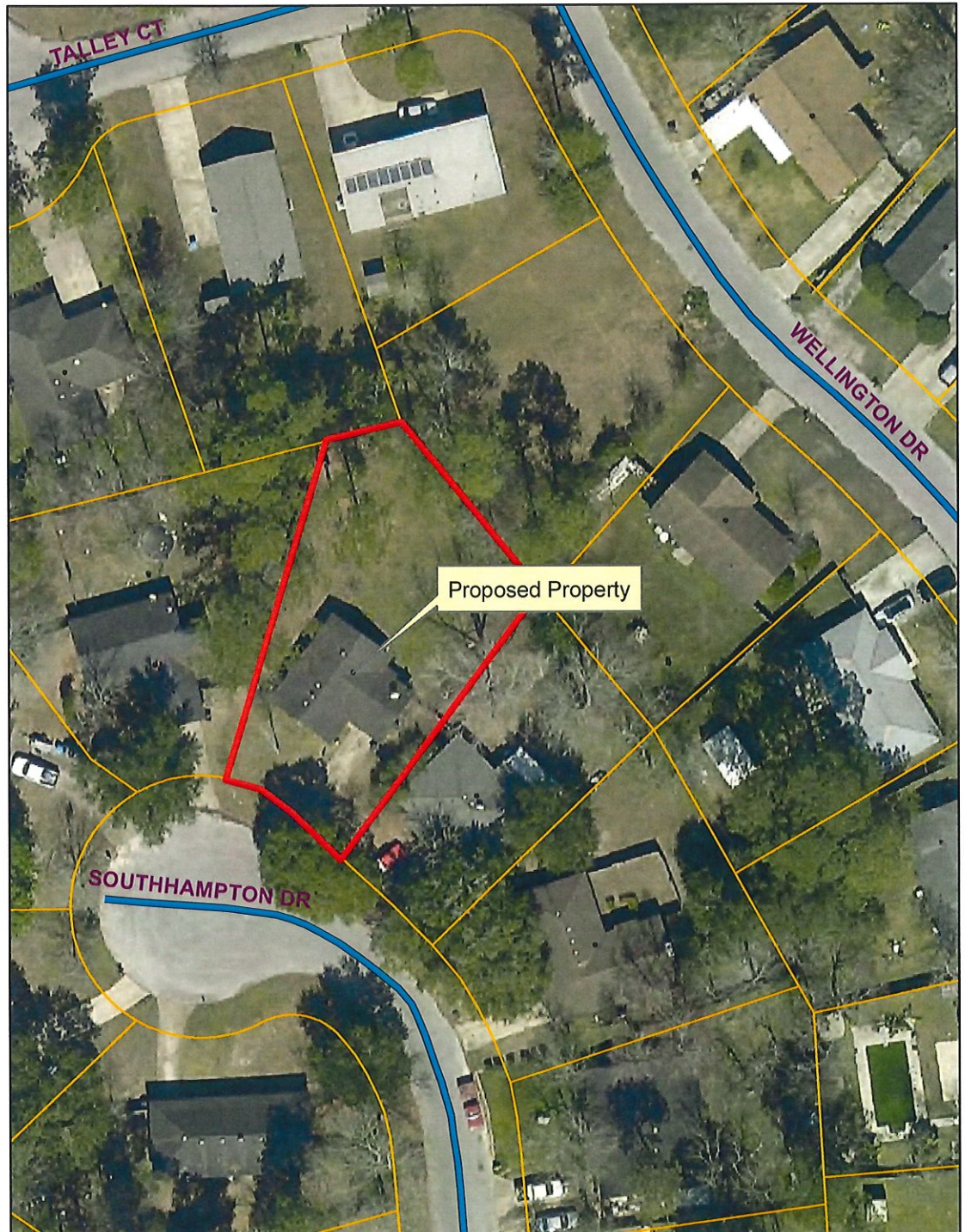


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

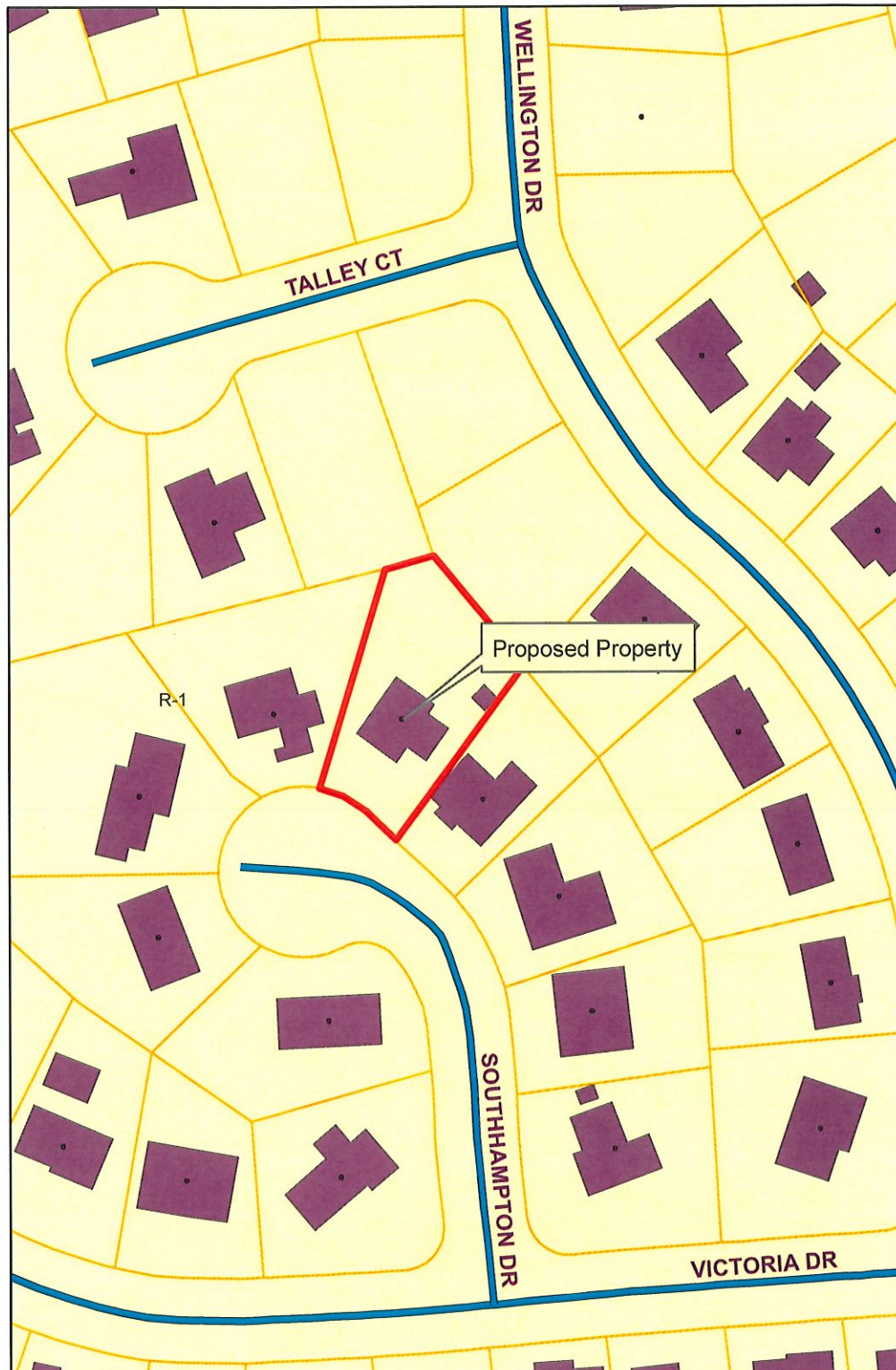


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

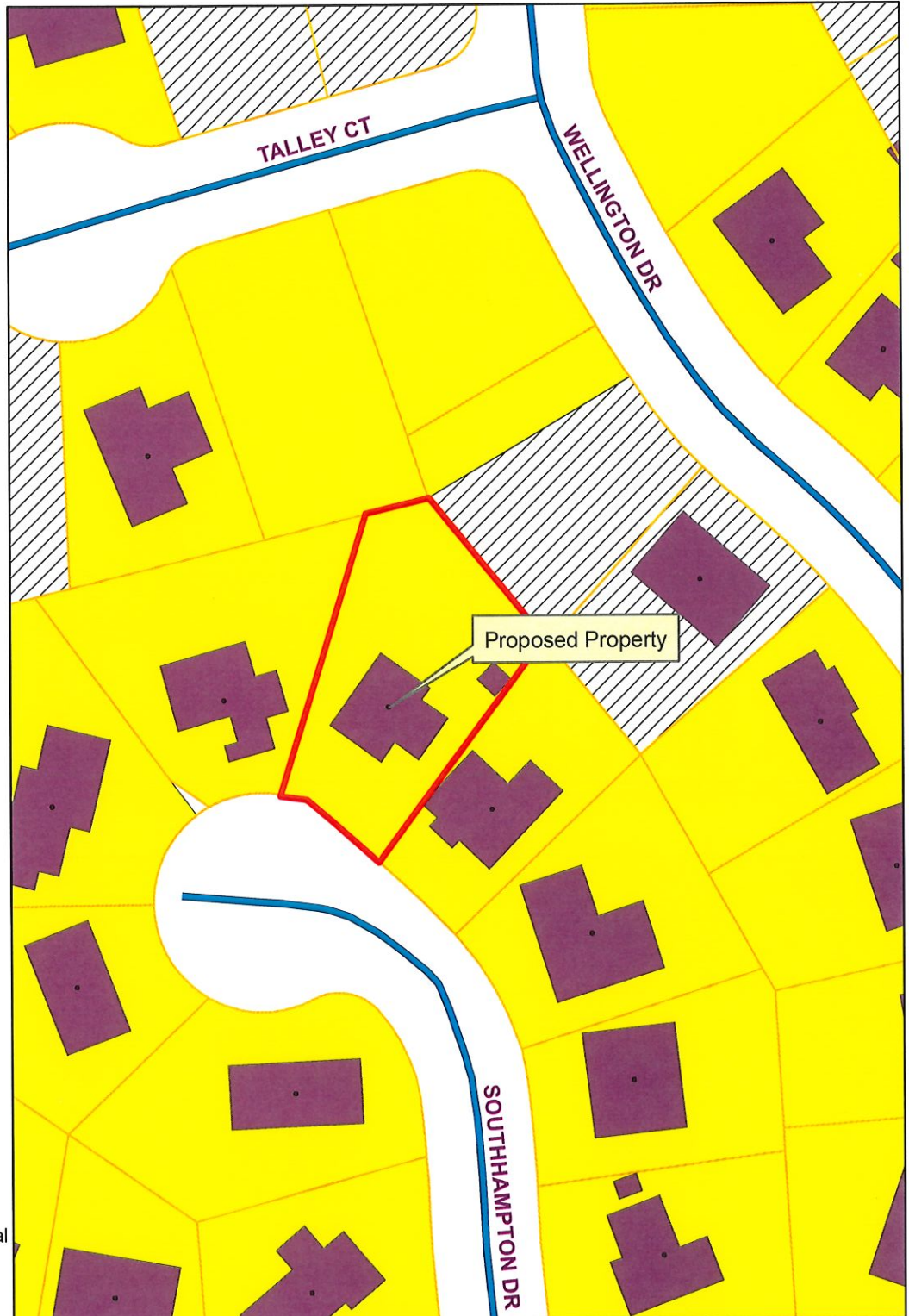


Exhibit D

Future Land-Use

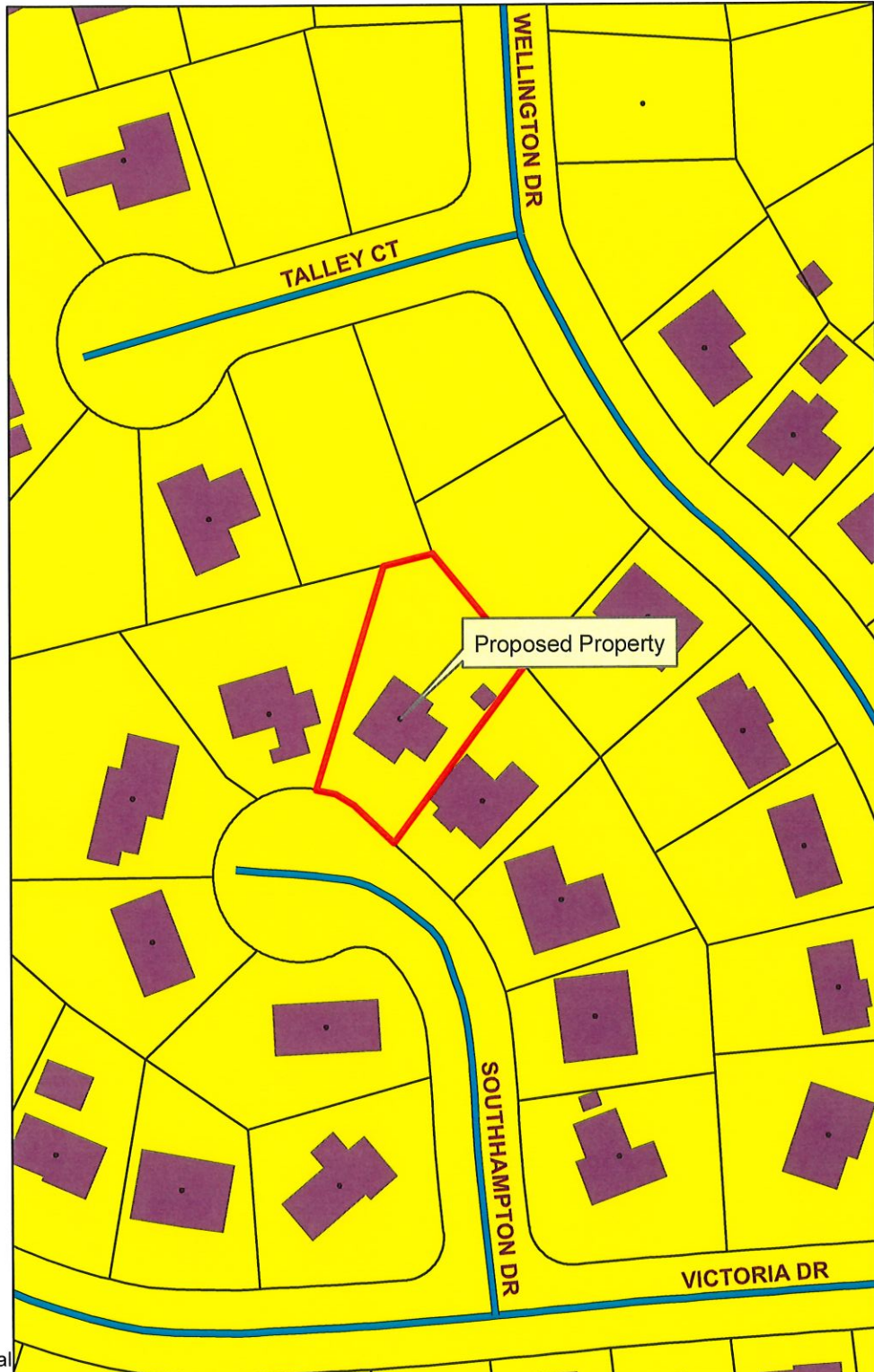
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #12
Fact Sheet

Council Meeting: August 16, 2022
Title: Consider a request for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District located at 2224 Southampton Court, Gautier, MS (GPC #22-31B-VAR)

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

Summary Explanation: Consider a request for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District located at 2224 Southampton Court, Gautier, MS (GPC #22-31B-VAR) (PID #85080098.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the homeowner of 2224 Southampton Court, (PID #85080098.000) has requested a two-foot (2') variance to fence height requirements in a secondary front yard in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant has built six-foot (6') fence in a secondary front yard area, where the maximum fence height allowed is four feet (4'); and

WHEREAS, the applicant requests a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single Family Residential Zoning District, due to the maximum fence height allowed in a secondary front yard is four-feet (4'); and

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

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/10/2022
Subject: Consider a request for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court. (GPC #22-31B-VAR)

REQUEST:

The Planning Department has received a request from Falicia Coleman for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, PID #85080098.000. The application fee of \$175 was paid on June 29, 2022. All public notice requirements have been met.

BACKGROUND:

The applicant has put a six-foot (6') fence in a secondary front yard area where the maximum fence height allowed is four feet (4'). The applicant needs a two-foot (2') variance to the fence height requirements in a secondary front yard.

DISCUSSION:

The applicant is requesting a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. The maximum height for a fence in a front yard or secondary front yard is 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 request with the evidence presented meeting the criteria for a variance.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny the variance request.

ATTACHMENTS:

1. Complete Packet 22-31B-VAR
2. Excerpt GPC Meeting 8.4.22 (#22-31B-VAR)

Excerpt from August 4, 2022 Planning Commission Meeting:

The Planning Department has received a request for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District at 2224 Southampton Court, PID #85080098.000. (GPC #22-31B-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. The UDO requires a perimeter fence to drop to four feet (4') once it passes the front building line of the structure. Because her back property goes to the other street it is considered a secondary front yard and must meet any requirements for a secondary front yard. The fence along the back yard and the fence that comes in front of her house on Southampton is six feet (6').

REQUEST:

The Planning Department has received a request from Falcia Coleman for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, PID #85080098.000. The application fee of \$175 was paid on June 29, 2022. All public notice requirements have been met.

BACKGROUND:

The applicant has put a six-foot (6') fence in a secondary front yard area where the maximum fence height allowed is four feet (4'). The applicant needs a two-foot (2') variance to the fence height requirements in a secondary front yard.

DISCUSSION:

The applicant is requesting a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. The maximum height for a fence in a front yard or secondary front yard is 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.

Falicia Coleman stated that she lives in Lake Charles, Louisiana but she has owned the house on Southampton for about thirty years. At one time she rented the house out but now she uses it when she comes to visit her family. She purchased two lots behind the home so she could fence it in and build a safe haven for her boys to play basketball and football. Mrs. Coleman said she put the fence up because there was so much foot traffic

going through her yard, and people coming up her drive to her garage. She made the fence six feet (6') so that it couldn't be jumped easily by people trying to get in her yard. The fence was put up for safety reasons. The fence that is in her front yard is about six feet (6') from the road. In the rear yard the fence is about ten feet (10') from the street.

Mr. Ankerson reminded the Commissioners that the criteria for a variance is that special conditions and circumstances exist which are peculiar to this particular site or parcel. This is now a thru lot and the parcel she bought behind her is contiguous with her original lot. He stated that he believes that with the lot being a thru lot that special conditions and circumstances do exist which are peculiar to this particular site.

Commissioner Gainer asked if the fence was chain link or a privacy fence.

Mrs. Coleman said it was a privacy fence.

Commissioner Gainer was concerned there would be a vision issue with a privacy fence that was over four foot (4').

Chairman Jamison noted that because the house was in a cul-de-sac there shouldn't be as much of an issue with line of sight.

Mrs. Coleman said she had spoken to her neighbors, and they did not have a problem with the fence being six feet (6').

Tom Hammond, a neighbor, asked that the request be approved because it was a bad neighborhood, and it would help with the safety of the owners and the property.

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 request with the evidence presented meeting the criteria for a variance.

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

AYES:	Kay C. Jamison
	William Davis
	Paul Gainer
	Ricky Decoteau
	Joshua Ward

**ABSENT: DeAnna McManus
Chris Hoover**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 4, 2022

GPC #22-31B-VAR

2224 Southampton Court

VII. NEW BUSINESS

1. Consider a request for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, (GPC #22-31B-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 25, 2022

Subject: Consider a request for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, (GPC #22-31B-VAR)

REQUEST:

The Planning Department has received a request from Falicia Coleman for a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. 2224 Southampton Court, PID #85080098.000. The application fee of \$175 was paid on June 29, 2022. All public notice requirements have been met.

BACKGROUND:

The applicant has put a six-foot (6') fence in a secondary front yard area where the maximum fence height allowed is four feet (4'). The applicant needs a two-foot (2') variance to the fence height requirements in a secondary front yard.

DISCUSSION:

The applicant is requesting a two-foot (2') variance to fence height requirements in a secondary front yard in a R-1 Low Density Single-Family Residential Zoning District. The maximum height for a fence in a front yard or secondary front yard is four feet (4').

DETERMINATION OF APPLICABLE LAW:

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

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The UDO defines **Hardship** as:

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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);
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- (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

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4.18.2 Application for Variance

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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

22-31-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Falicia Coleman PID 85080098.000
Name of Business: _____ Phone: 337-965-0424
Property Address: 2224 Southhampton Ct. Gautier MS 39553 Mailing Address (if Different): 700 Reigel Street
E-Mail Address: Falicia7@aol.com Lake Charles LA 70607
Reason for request, location and intended use of Property: See attachment please
9' variance to side yard for addition, 2' to fence height

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: Falicia Coleman Date of Application: 6-22-22

FOR OFFICE USE ONLY

Date Received 6-29-22 Verify as Complete BA

Fee Amount Received 175.00 6-29-22 Initials of Employee Receiving Application BL

Falicia Coleman

2224 Southampton Ct.

Gautier, MS 39533

337-965-0424

Reason for request:

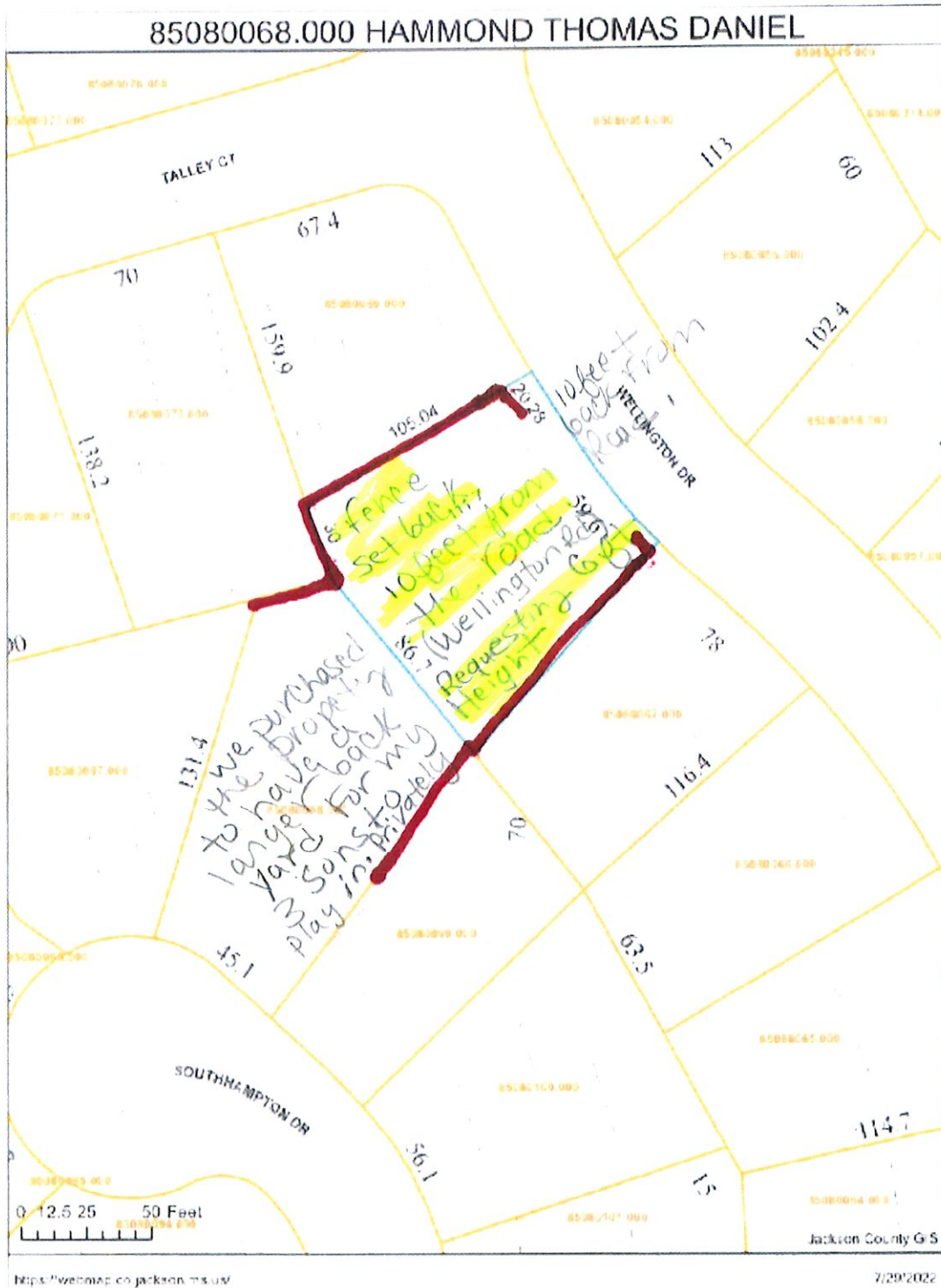
I have three teenage boys that play football, basketball and lift weights. They are very active, I wanted to keep them busy doing things that are safe and to ensure that they are at home and I can monitor them. I wanted to create a Safe Haven for them to play. In my back yard, I built a Gym and storage area for their equipment and put a basketball goal in the fenced in back yard. Mr. Thomas sold me his land the 2 empty lots behind my house. I fenced in the two empty lots and cut down 7 tall pines trees (before hurricane season) that looked like it could cause possible damage to my property and my neighbors. I talked to my neighbors about my plans and to make improvements on my home that I purchased over 35 years ago and I wanted to invest in Gautier and help improve my neighborhood and not just sell the house and move away. I talked with my neighbors hoping that together we can and will increase the value of the homes in the community. My surroundings neighbors agreed with the improvements and also improved their home. With landscaping and painting their homes in our cul-de-sac.

I was not trying to break any rules, I was just trying to improve the value of my home and invest and improve my community in Gautier to make it safer for the kids. Not just move away and invest and improve the home.

- A. No
- B. No
- C. Yes, an addition in my back yard and add a privacy fence
- D. Yes, to have a privacy 6 feet fence in my Back yard for my kids and add value to my home and improve the surrounding area and provide protection to my home.

Falicia Coleman, 6-22-22

Hi,
 Faicia Coleman, I am requesting for
 the fence to be 6 foot tall. Thank you!



85080098.000 NICHOLS FALICIA R

PIDN: 85080098.000

GISP: 776.24-02-0060.00

Owner Information

Percent of Ownership: 100

Name: NICHOLS FALICIA R

Name 2:

Mailing Address: P O BOX 6253
LAKE CHARLES LA
70606

Site Address: 2224 S HAMPTON DR GAUTIER

Land Information

Section: 24

Acreage: 0

Township: 7

Range: 7

Street Name HAMPTON
DR

Value and Tax Information

Total Assessed Value: 6331

Total Appraised Value: 42207

Improvement Value: 37167

Land Value: 5040

Tax Amount: 910

SQ FT: 1026

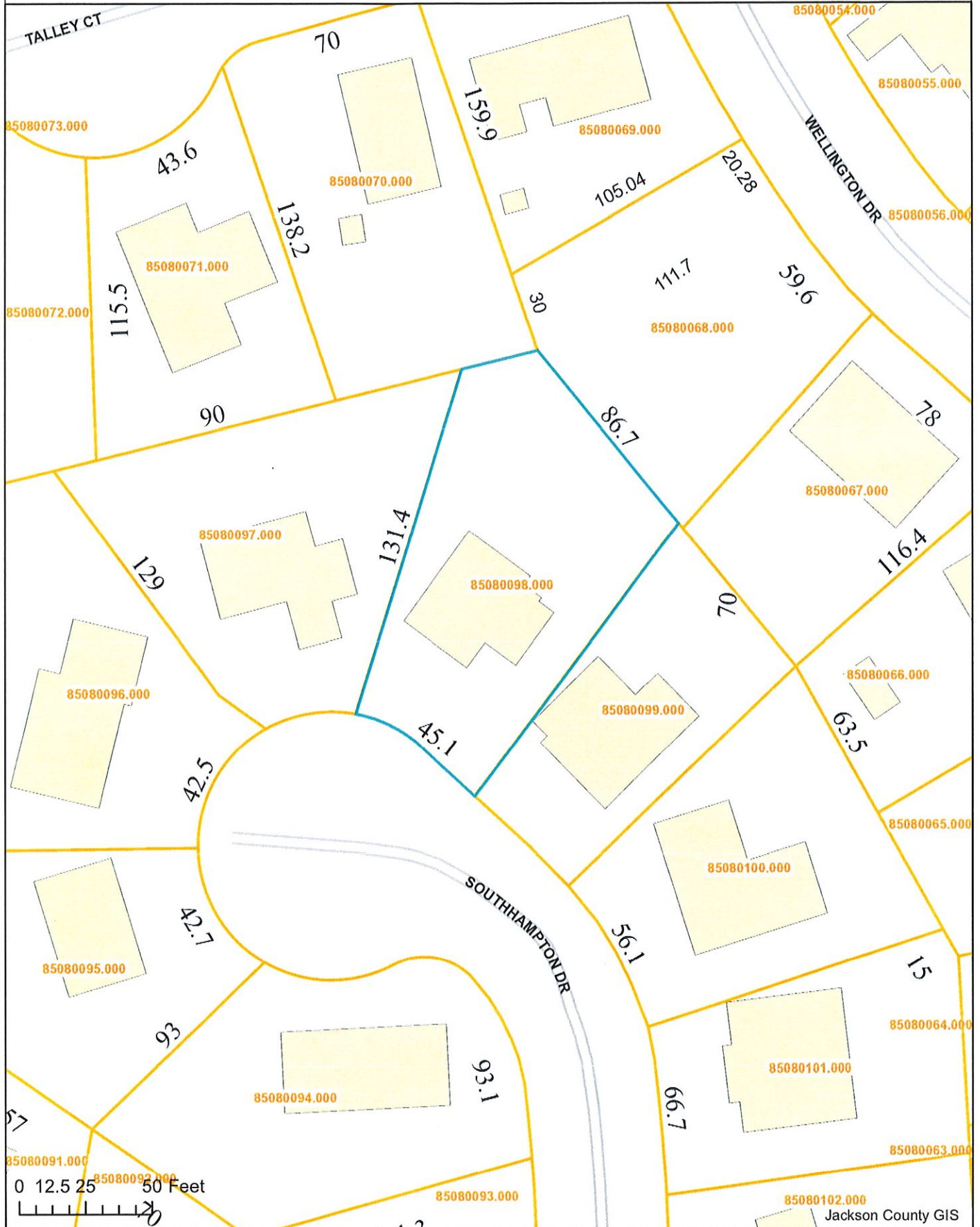
Year Built: 1973

Legal Description

Description: LOT 375 CAMBRIDGE SQ #2 DB 1012-
853 (60 Map776.24-02)

Deed Book / Page: 1012 / 853

85080098.000 NICHOLS FALICIA R



Jackson County GIS

85080068.000 HAMMOND THOMAS DANIEL

PIDN: 85080068.000

GISP: 776.24-02-0090.00M

Owner Information

Percent of Ownership: 100

Name: HAMMOND THOMAS DANIEL

Name 2:

Mailing Address: 5600 WELLINGTON DR
GAUTIER MS
39553

Site Address: WELLINGTON DR GAUTIER

Land Information

Section: 24 Acreage: 0

Township: 7

Range: 7

Street Name WELLINGTON
DR

Value and Tax Information

Total Assessed Value: 744

Total Appraised Value: 4960

Improvement Value: 0

Land Value: 4960

Tax Amount: 106

SQ FT: 0

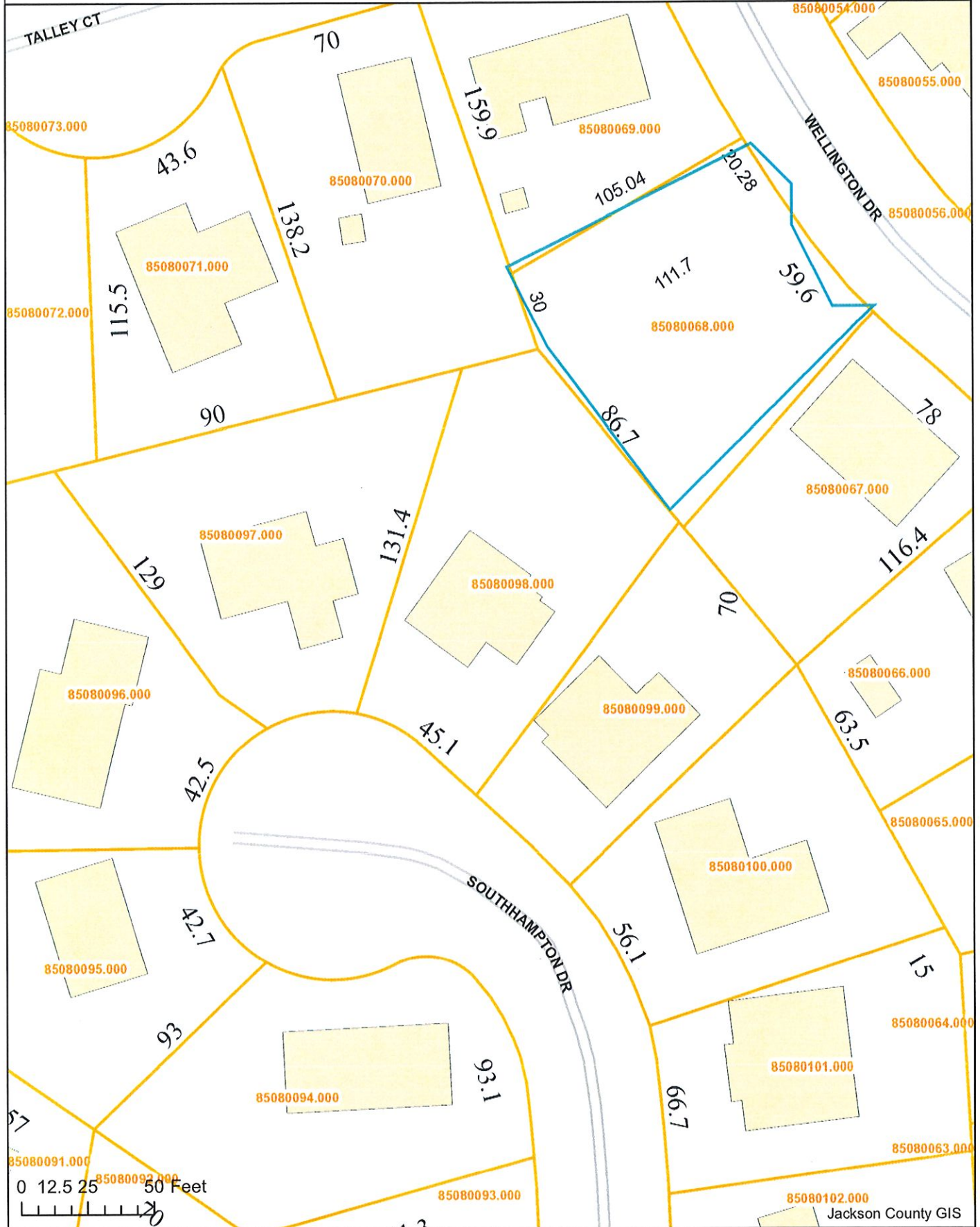
Year Built:

Legal Description

Description: LOT 345 & PT LOT 346 CAMBRIDGE S
Q S/D PT 2 DESC AS: BEG SW COR L
OT 346 N 20*W 30' N 60*E 105.04
TO W/M WELLINGTON ST S 33*E 20.2
8' S 55*W 111.7' TO POB DB 1844-
71 DB 1876-567 DB 1876-572 (90M
MAP776.24-02)

Deed Book / Page: 1876 / 572

85080068.000 HAMMOND THOMAS DANIEL



Jackson County GIS

RECORDING REQUESTED BY:
Thomas Daniel Hammond

INSTRUMENT PREPARED BY:
Thomas Daniel Hammond
5600 Wellington Dr.
Gautier, Mississippi 39553
228-497-1488

(Above reserved for official use only)

RETURN DEED TO:
Fاليا Coleman
2224 Southampton Ct.
Gautier, Mississippi 39553
337-965-0424

SEND TAX STATEMENTS TO:
Fاليا Coleman
2224 Southampton Ct.
Gautier, Mississippi 39553

QUIT CLAIM DEED FOR MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF JACKSON

THIS DEED is made this day of 12/17/21 by and between the "**Grantor**,"

Thomas Daniel Hammond, an unmarried individual residing at 5600 Wellington Dr.,
Gautier, Mississippi 39553 Phone/Cell {228-497-1488}

AND the "**Grantee**,"

Fاليا Coleman, an individual whose post office address is 2224 Southampton Ct. ,
Gautier, Mississippi 39553 Phone/Cell {337-965-0424} Work {337-562-1200}.

FOR VALUABLE CONSIDERATION of the sum of thirteen thousand

dollars (\$13,000.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby quitclaims to Grantee and Grantee's heirs and assigns forever, all of Grantor's rights, titles, interests, and claims in or to the following described real estate (the "**Property**"), together with all hereditaments and appurtenances belonging thereto, located in Jackson county, Mississippi, subject to any restrictions herein:

Property Address: Lot 345, CAMBRIDGE SQ S/D PT2

Parcel NO. 85080068.000 PPIN # 066591

Lot 346 Parcel, Gautier, Mississippi 39553

Legal Description: Part of Lot 346, Cambridge Square Subdivision, Part 2, Gautier, Jackson County, Mississippi, as recorded in plat book 13, page 27, Office of the Chancery Clerk, Jackson County Courthouse and more particularly described as follows: Beginning at a found 1/2" rebar at the Southwest corner of Lot 346; thence North 20 degrees 1 minutes 02 seconds West along the west line of Lot 346, 30.00 feet to a set 1/2" rebar; thence North 60 degrees 07 minutes 50 seconds East 105.04 feet to a set 1/2" rebar on the west right-of-way of Wellington Street; thence Southeast along the west right-of-way Wellington Street and along a curve to the left of an arc distance of 20.28 feet, said curve having a chord of South 33 degrees 05 minutes 11 seconds East 20.28 feet and a radius of 380.10 feet, to a found 1/2" rebar at the Southeast corner of lot 346; thence South 55 degrees 20 minutes 59 seconds West along the south line of Lot 346, 111.70 feet to the Point of Beginning, This lot is located in Zone X according to Flood Insurance Rate Map #28059C 0317 G, Revised March 16, 2009.

Vesting Information / Property Interest: Grantee receives the Property in fee simple as the sole owner.

NOTE: Chancery Clerk Conveyance Land Sold For Taxes 201514790 Lot 345

[SIGNATURE PAGE FOLLOWS]

Signatures

Grantor signed, sealed, and delivered this quit claim deed to Grantee on 12/17/24 (date).

Grantor: Thomas Daniel Hammond

Signature: Thomas Daniel Hammond

NOTARY ACKNOWLEDGMENT
MISSISSIPPI
COUNTY OF JACKSON

On 12/17/21 before me, Kelly Gresham, personally
Thomas Daniel Hammond
appeared, personally known to me or proved on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Commission Expires: 8/5/22

Kelly Gresham
Notary Public, Mississippi



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

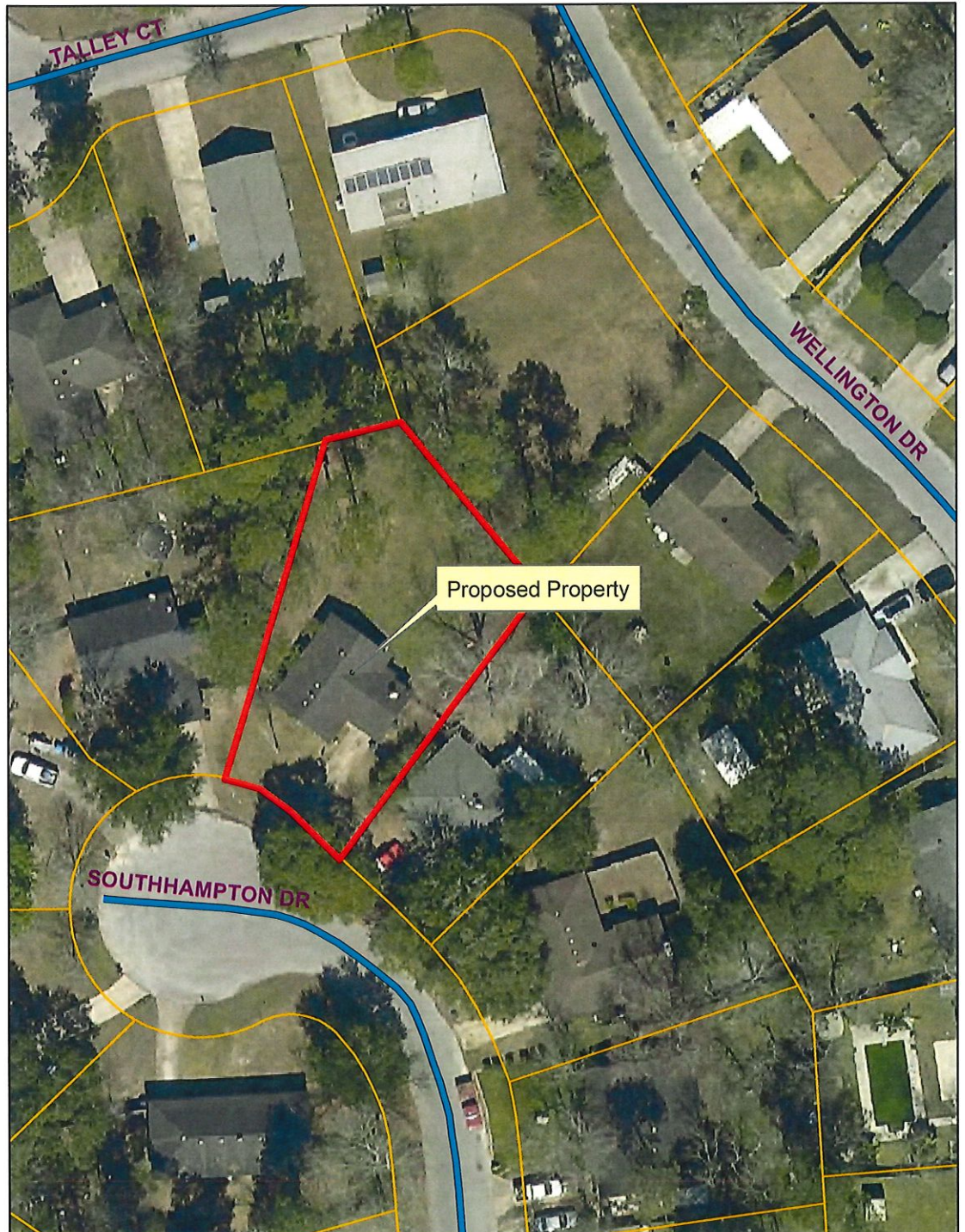


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

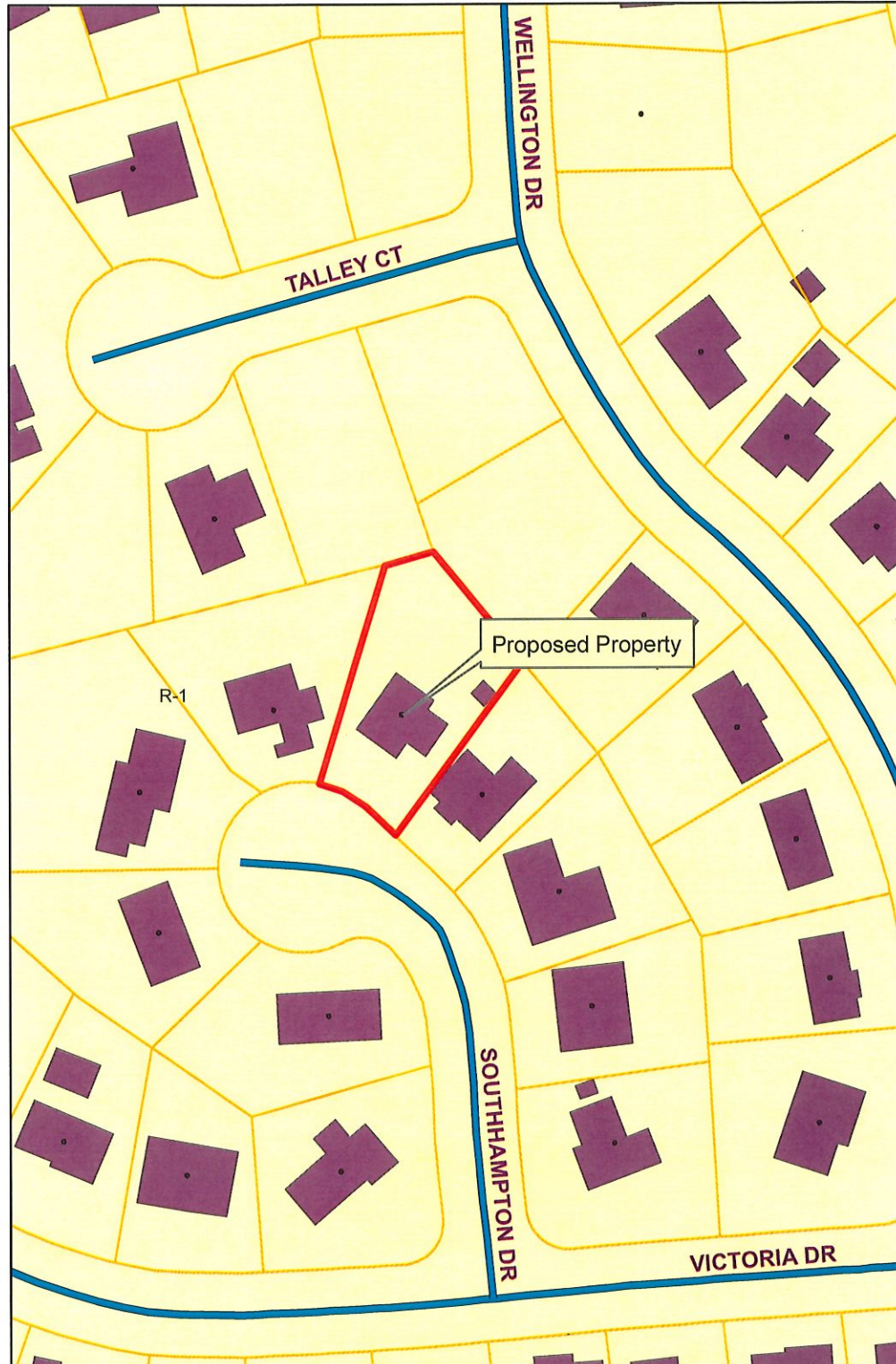


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

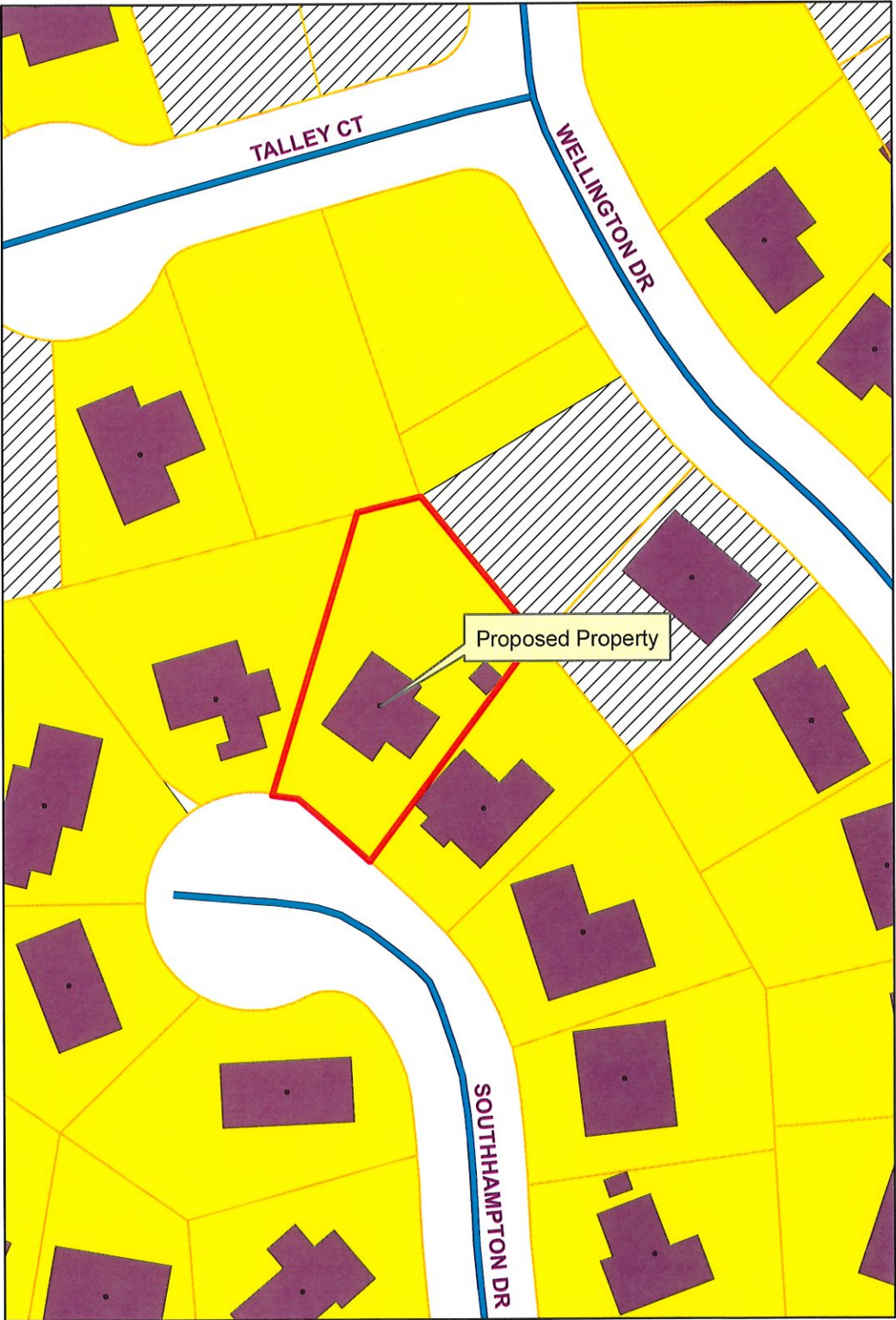


Exhibit D

Future Land-Use

Prepared By:

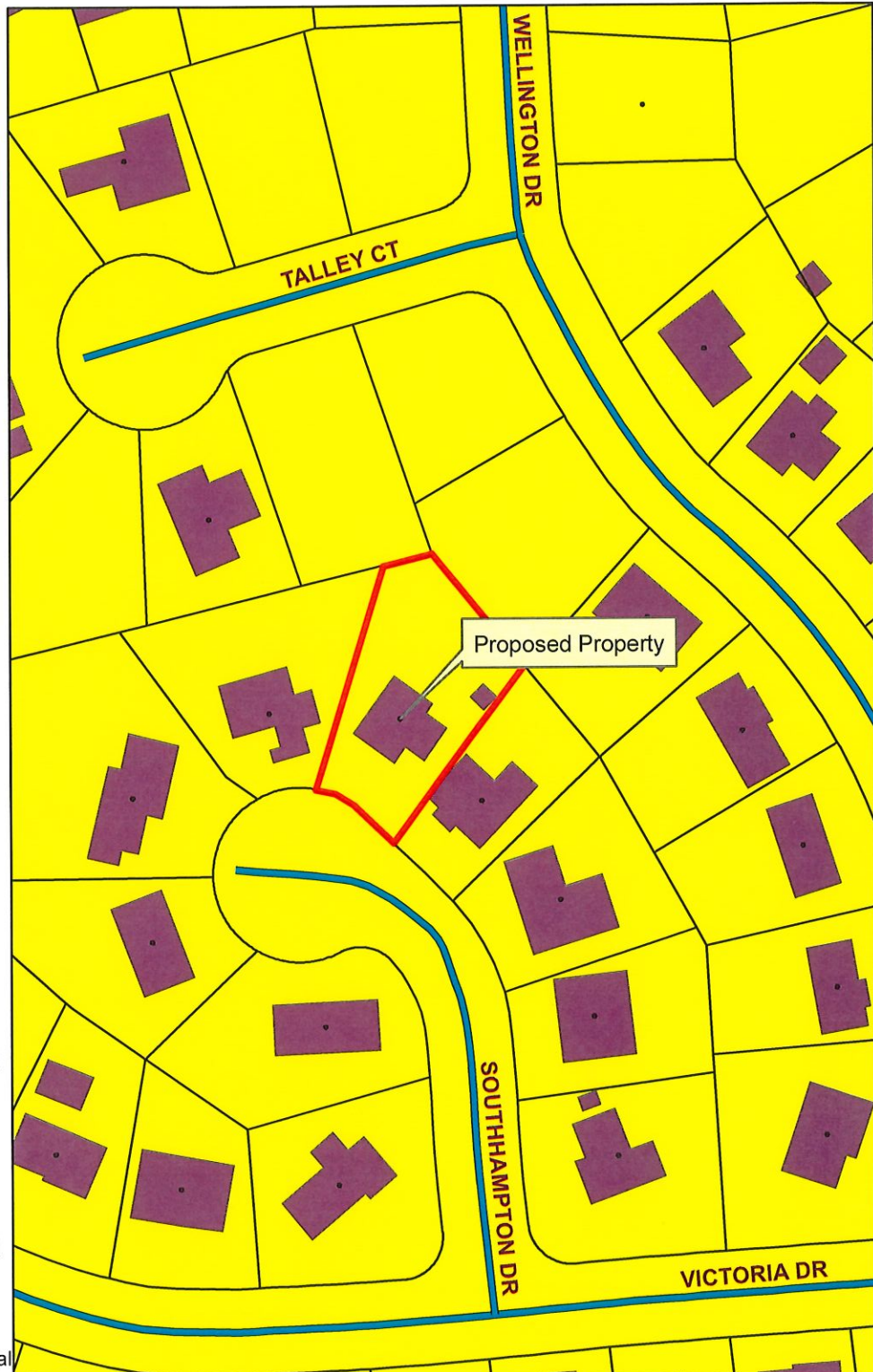
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



**CITY OF GAUTIER
Business Agenda Item #13
Fact Sheet**

Council Meeting:
Title:

August 16, 2022
Consideration of a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District (GPC Case No. 22-30-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

**Summary Explanation: Consideration of a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District, located at 6305 Robinson Still Road, Gautier, MS
PID #81970013.000 (GPC Case No. 22-30-SE).**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 22-30-SE
6305 ROBINSON STILL ROAD – SPECIAL EXCEPTION FOR A
1,058 SQUARE FOOT ADDITION TO A LEGAL NON-
CONFORMING STRUCTURE IN A
C-3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 81970013.000**

WHEREAS, an application for a Special Exception Permit to allow a mobile/manufactured building in a C-3 Highway Commercial Zoning District was submitted by Terry and Tammy Dearman; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a 1,058 square-foot addition to a legal non-conforming structure, requires a Special Exception Permit in the C-3 Highway Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located on 6305 Robinson Still Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its August 4, 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 approval of such permit; and

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Terry and Tammy Dearman on August 4, 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 **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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/10/2022
Subject: Consider a request for a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District, 6305 Robinson Still Road. (GPC #22-30-SE)

REQUEST:

The Planning Department has received a request from Teddy and Tammy Dearman for a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District at 6305 Robinson Still Road, PID #81970013.000 (GPC #22-30-SE). The application fee of \$250 was paid on June 24, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.
Location: 6305 Robinson Still Road, PID #81970013.000 (See Exhibit A)
General features of the proposed project: Lot Size: Approximately 1.32
Existing residence on property
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): C-3 Highway Commercial
Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and R-2 High Density Multi-Family Residential
Comprehensive Plan Future Land Use Designation (See Exhibit D): Regional Scale Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO. 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: We are only asking to improve our home and update it.

Staff Finding: Staff finds that there are several other Single-Family Dwellings in the immediate vicinity.

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: Improving our home would only enhance the area.

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

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

Applicant Response: We were never asked about our property being rezoned. We had no idea it had been zoned commercial until we had an appraisal done many years ago.

Staff Finding: Staff finds that this area was rezoned by the City around the time that the Comprehensive Plan 2030 was adopted. This plan was adopted in June of 2009.

DETERMINATION OF APPLICABLE LAW:

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

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.

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

The property changes ownership

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

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 approve the request finding that it meets the criteria for a Special Exception.

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

1. Complete Packet 22-30-SE
2. Excerpt GPC Meeting 8.4.22 (#22-30-SE)

Excerpt from August 4, 2022 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District at 6305 Robinson Still Road. PID #81970013.000 (GPC #22-30-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that this area was part of a rezoning that was done around the time the City adopted the Comprehensive Plan in 2009. He stated the area had not grown towards the new zoning like the City thought the area would as far as more commercial moving into the area. There are other residences in the area, and he does not see where approval of the Special Exception would change the character of the neighborhood.

REQUEST:

The Planning Department has received a request from Teddy and Tammy Dearman for a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District at 6305 Robinson Still Road, PID #81970013.000 (GPC #22-30-SE). The application fee of \$250 was paid on June 24, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 6305 Robinson Still Road, PID #81970013.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: Approximately 1.32
Existing residence on property
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-3 Highway Commercial
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and R-2 High Density Multi-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Regional Scale 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: *We are only asking to improve our home and update it.*

Staff Finding: *Staff finds that there are several other Single-Family Dwellings in the immediate vicinity.*

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: *Improving our home would only enhance the area.*

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

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

Applicant Response: *We were never asked about our property being rezoned. We had no idea it had been zoned commercial until we had an appraisal done many years ago.*

Staff Finding: *Staff finds that this area was rezoned by the City around the time that the Comprehensive Plan 2030 was adopted. This plan was adopted in June of 2009.*

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 applicants to present their case.

Teddy Dearman stated that he and his wife were wanting to add a two-car carport, a rear porch, and about 235 square feet, heated and cooled, to the rear of the house.

Chairman Jamison asked if the only reason the applicants were having to request a Special Exception was because the property is now zoned Commercial, and they can't add to the residence without getting approval.

Mr. Ankerson advised that the UDO says you cannot expand a non-conforming use.

Commissioner Ward asked if Mr. Ankerson if there had been any applicants requesting commercial use in that C-3 area.

Mr. Ankerson stated that to his knowledge there had not been any requests for commercial use on Robinson Still Road. He said from time to time he might get a call from someone just asking general questions.

Tammy Dearman stated that the home was getting older and there were things that needed to be done. She said they didn't know the zoning had been changed until a few years ago.

Commissioner Davis was concerned because a Special Exception runs with the owner and not the land. He asked why it wouldn't be a Conditional Use which runs with the land.

Mr. Ankerson advised that the use was grandfathered so the only way the applicant would lose the residential use would be if the property became vacant for a period of 180 days.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the request finding that it meets the criteria for a Special Exception.

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

AYES: Joshua Ward
William Davis
Kay C. Jamison
Ricky Decoteau
Paul Gainer

ABSENT: DeAnna McManus
Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 4, 2022

GPC #22-30-SE

Teddy & Tammy Dearman

6305 Robinson Still Road

VII. NEW BUSINESS

1. Consider a request from Teddy and Tammy Dearman for a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District, 6305 Robinson Still Road. (GPC #22-30-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 25, 2022

Subject: Consider a request for a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District, 6305 Robinson Still Road. (GPC #22-30-SE)

REQUEST:

The Planning Department has received a request from Teddy and Tammy Dearman for a Special Exception that would allow a 1,058 square foot addition to a legal non-conforming structure in a C-3 Highway Commercial Zoning District at 6305 Robinson Still Road, PID #81970013.000 (GPC #22-30-SE). The application fee of \$250 was paid on June 24, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 6305 Robinson Still Road, PID #81970013.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: Approximately 1.32
 - Existing residence on property
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-3 Highway Commercial
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and R-2 High Density Multi-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Regional Scale 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: *We are only asking to improve our home and update it.*

Staff Finding: *Staff finds that there are several other Single-Family Dwellings in the immediate vicinity.*

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: *Improving our home would only enhance the area.*

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

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

Applicant Response: *We were never asked about our property being rezoned. We had no idea it had been zoned commercial until we had an appraisal done many years ago.*

Staff Finding: *Staff finds that this area was rezoned by the City around the time that the Comprehensive Plan 2030 was adopted. This plan was adopted in June of 2009.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

22-30-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

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

Name of Applicant: Teddy + Tammy Dearman

Name of Business: #81970013.000

Address: 16305 Robinson Still Rd. Vancleave, ms 39565

Mailing Address (if different): _____

Email Address: tamdearman@yahoo.com

Phone: 228-219-7776 Cell Phone: 228-217-5857

Reason for request, location and intended use of Property: Remodel house
sf variance to legal non-conforming home (for an addition/remodel)

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.
- N/A 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: Tammy Dearman

FOR OFFICE USE ONLY

Date Received 6-24-22 Verify as Complete SA

Fee Amount Received 250.00

Initials of Employee Receiving Application BR

SPECIAL EXCEPTION

Criteria for Approval Special Exception

A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant? *We are only asking to improve our home and update it.*

B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare? *Improving our home would only enhance the area.*

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

We were never asked about our property being rezoned. We had no idea it had been zoned commercial until we had an appraisal done many years ago.

Architectural floor plan of a 27' x 43' Mother-in-law apartment. The plan shows a layout with a Master Bedroom (14'-10" x 12'-5 1/2"), Master Bath (6'-11 1/2" x 6'-2"), Kitchen (10' x 10'), Dining Room (14'-1" x 10'-6 1/2"), Living Room (10' x 10'), and two additional Bedrooms (11' x 10' and 10' x 10'). It also includes a Hallway, Hall Bath, and a Double Carport. The plan is marked with dimensions and notes indicating existing walls and new construction. A handwritten note on the right side reads: "Existing Mother-in-law Apartment 27' x 43'". The plan is dated 10-1-84.

 EXISTING WALLS

 NEW CONSTRUCTION WALLS

 NEW CONSTRUCTION WALLS

COLUMNS STYLE & SIZE
PER CUSTOMER

VAULTED CEIL.

(NEW)
COVERED REAR
PORCH

VAULTED CEIL

(NEW)
KITCHEN
0' CEIL. HT

EN
L. HT

(NEW)
DINING ROOM
10' CEIL. HT.

10' CEIL. HT.

(NEW)
MASTER BATH

—3'-6"→

TALK IN TUB

(NEW)
LAUNDRY
0' CEIL. HT

DRY
L. HT

(NEW)
MASTER CLOSET

(NEW)
LIVING ROOM
10' CEIL. HT.

LIVING ROOM
10' CEIL. HT.

MASTER BDRM

LL BATH

HALLWAY

BEDROOM #2

BEDROOM #3

FOYER
CEIL. HT.

CEL. HT.

COVERED FRONT PORCH

existing
Mother-in-law
apartment
27' x 43'

COLUMNS STYLE & SIZE
PER CUSTOMER

(NEW)
DOUBLE CARPORT

COLUMNS STYLE & SIZE
PER CUSTOMER

over 50'

81970013.000 DEARMAN TEDDY R & TAMMY S

PIDN: 81970013.000

GISP: 773.08-00-0024.00

Owner Information

Percent of Ownership: 100

Name: DEARMAN TEDDY R & TAMMY S

Name 2:

Mailing Address: 6305 ROBINSON STILL RD

VANCLEAVE MS

39565

Site Address: 6305 ROBINSON STILL RD GAUTIER

Land Information

Section: 08

Acreage: 1.32

Township: 7

Range: 7

Street Name ROBINSON STILL
RD

Value and Tax Information

Total Assessed Value: 13594

Total Appraised Value: 135944

Improvement Value: 120954

Land Value: 14990

Tax Amount: 1882

SQ FT: 2571

Year Built: 1991

Legal Description

Description: COM NWC SW1/4 SW1/4 E 243' TO PO

B E 267.37' S 210' W 275.37' N 2

* W 210' TO POB DB 1525-838 DB 1

711-135 (24 MAP773.08)

Deed Book / Page: 1711 / 135

81970013.000 DEARMAN TEDDY R & TAMMY S

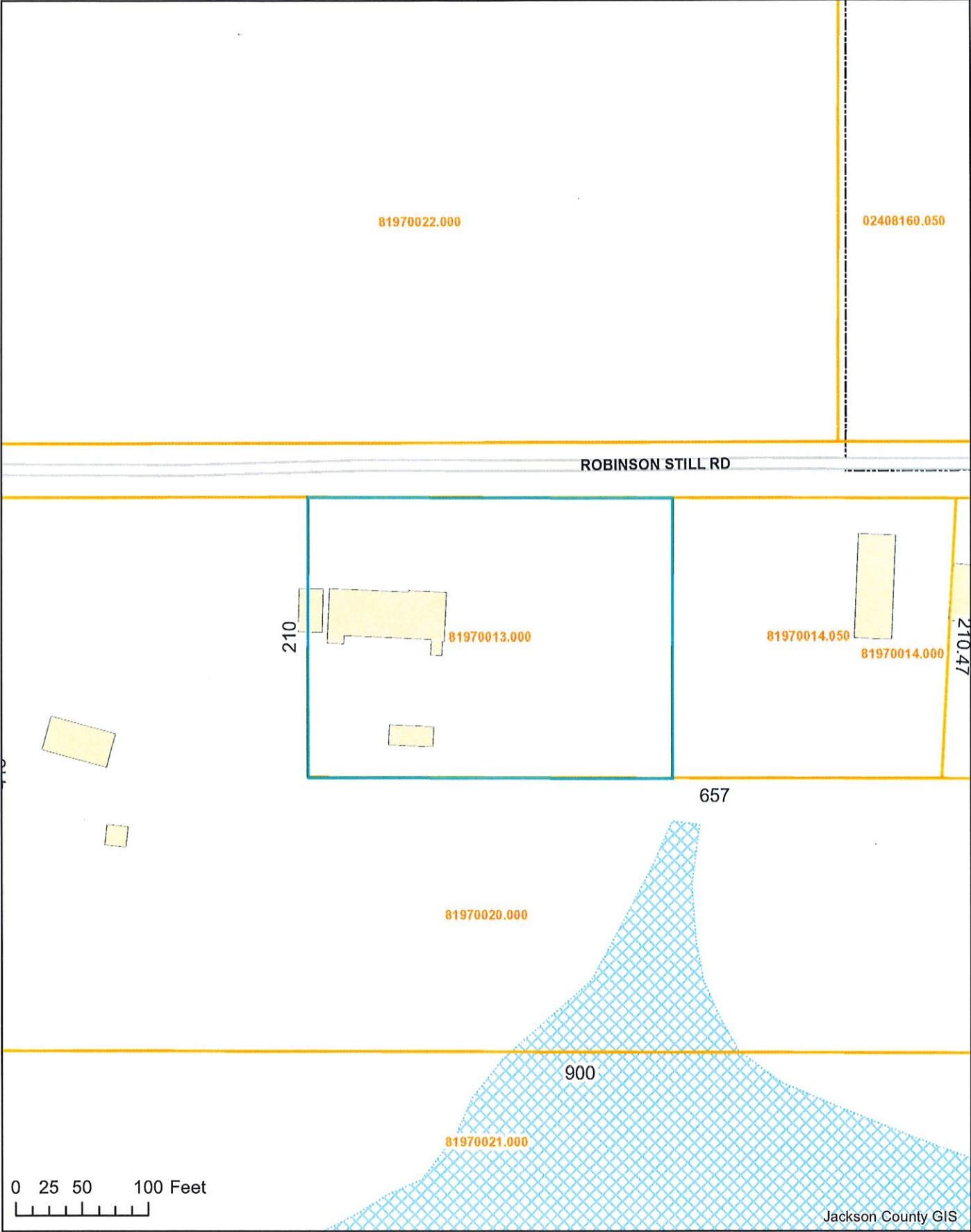


Exhibit A Location Map

■

Prepared by:
City of Gautier
Planning Department

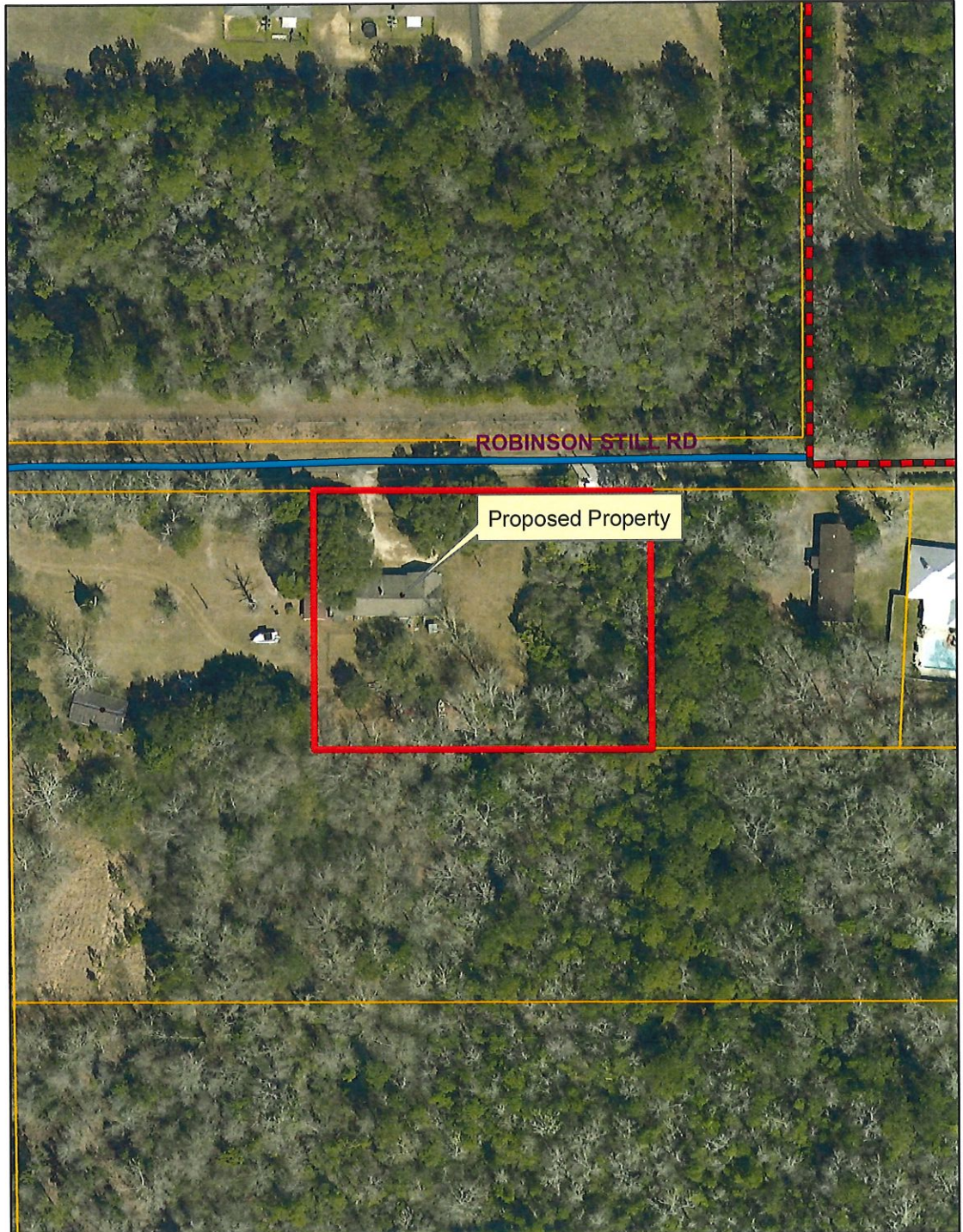


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

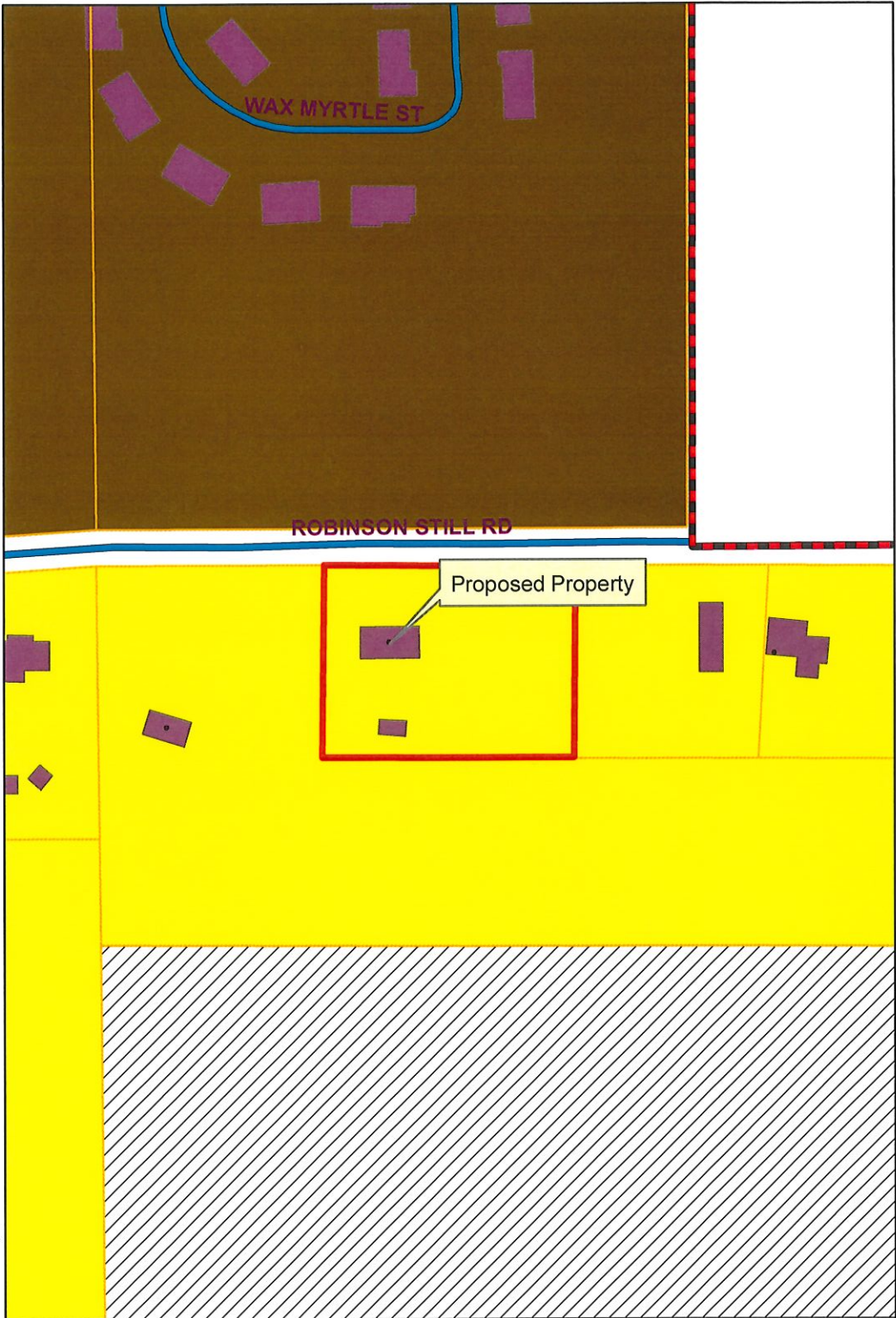


Exhibit D

Future Land-Use

Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



**CITY OF GAUTIER
Business Agenda Item #14
Fact Sheet**

Council Meeting:
Title:

August 16, 2022
Consider a request to amend the UDO to reflect text changes to Sections 2.1.3 Definitions; 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and 6.4 Development Standards for Certain Uses. Amendments are regarding Medical Cannabis. (City initiated) (GPC #22-32-UDO)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000

Summary Explanation: Consider a request to amend the UDO to reflect text changes to Sections 2.1.3 Definitions; 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and 6.4 Development Standards for Certain Uses. Amendments are regarding Medical Cannabis. (City initiated) (GPC #22-32-UDO)

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, PROVIDING AUTHORITY & INTENT; ADOPTING CLARIFICATION AND OTHER TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CLARIFICATION AND OTHER TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER BE ADOPTED AS FOLLOWS:

Section 1. Authority & Intent

- A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.
- B. City Staff and City Council find the need for clarification text changes to the Unified Development Ordinance.
- C. The Gautier Planning Commission held a public meeting, after giving due public notice, and considered this ordinance on August 4, 2022. The City Council considered the amendments on August 16, 2022.

Section 2. Adoption of Clarification and Other Text Changes to the Unified Development Ordinance

The City of Gautier hereby adopts the attached Clarification and Other Text Changes to the Unified Development Ordinance, as approved by the Gautier Planning Commission.

Section 3. Conflicts

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

Section 4. Severability

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

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

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

AYES:

NAYS:

Adopted: _____

Casey Vaughan, Mayor

Attest:

Teresa Montgomery, City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/10/2022
Subject: Consider a request to amend the UDO to reflect text changes to Sections 2.1.3 Definitions; 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and 6.4 Development Standards for Certain Uses. Amendments are regarding Medical Cannabis. (City initiated) (GPC #22-32-UDO)

REQUEST:

The Planning Director has requested amendments to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would add verbiage regarding Cannabis for medical use.

BACKGROUND:

In February 2022, the Mississippi Legislature passed the Mississippi Medical Cannabis Act. Because the City of Gautier did not opt out of the Medical Cannabis Program, licensed Medical Cannabis establishments can operate within the city. The Unified Development Ordinance (UDO) needs to be amended to include regulations that coincide with Mississippi state law regarding Medical Cannabis. The Planning Director has requested to amend the UDO by adding Cannabis and various Cannabis facilities to Section 2.1.3 Definitions; Section 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and adding standards for Cannabis to Section 6.4 Development Standards for Certain Uses.

DISCUSSION:

The Planning Director has requested to amend the UDO by adding Cannabis and various Cannabis facilities to Section 2.1.3 Definitions; Section 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and adding standards for Cannabis to Section 6.4 Development Standards for Certain Uses.

The Planning Director requests that UDO Section 2.1.3 Definitions reflect the following additions:

CANNABIS: All Parts of the plant of the genus cannabis, the flower, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin, including whole plant extracts. Such term shall not mean cannabis derived drug products approved by the Federal Food and Drug Administration under Section 505 of the Federal Food, Drug, and Cosmetic Act.

CANNABIS CULTIVATION FACILITY: A business entity licensed and registered by the Mississippi Department of Health that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area.

CANNABIS DISPENSARY, MEDICAL: An entity licensed and registered with the MDOR (Mississippi Department of Revenue) that acquires, processes, stores, transfers, sells, supplies, or dispenses medical

cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders.

CANNABIS DISPOSAL ENTITY: A business licensed and registered by the Mississippi Department of Health that is involved in the commercial disposal or destruction of medical cannabis.

CANNABIS PROCESSING FACILITY: A business entity that is licensed and registered by the Mississippi Department of Health that:

- (a) Acquires or intends to acquire cannabis from a cannabis cultivation facility;
- (b) Possesses cannabis with the intent to manufacture a cannabis product;
- (c) Manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
- (d) Sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

CANNABIS RESEARCH FACILITY: A research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health pursuant to this chapter that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use.

CANNABIS TESTING FACILITY: An independent entity licensed and registered by the Mississippi Department of Health that analyzes the safety and potency of cannabis.

CANNABIS TRANSPORTATION ENTITY: An independent entity licensed and registered by the Mississippi Department of Health that is involved in the commercial transportation of medical cannabis.

The Planning Director requests that UDO Section 5.2.2 Uses Permitted by Right and Conditional Uses reflect the following additions:

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures" & "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

Table No. 3: Uses Permitted in Residential Districts						
	AG	RE	R-1	R-1A	R-2	R-3
Accessory Buildings (<i>In accordance with Article VI</i>)	P	P	P	P	P	P
Adult Day Care Center, Commercial	C				C	

Apartment Building-less than 45' in height				P		P
Apartment Building – 46' to 60' in height.						P
Assisted Living Facility						C
Bed & Breakfast Inn			C			
Boarding House						C
Cannabis Cultivation Facility	P					
Cannabis Processing Facility	P					
Cemetery and/or Columbarium	C	-	C	C	C	C
Child Care Center, Commercial	c					c
Church or Place of Worship	C	-	c	c	C	-
Clubhouse or Lodge	c	c				P
Cluster Development						
Community Center	c	c	c	c	c	c
Condominium, Residential (less than 45' in height).						P
Condominium, Residential (46' to 60' in height).						P
Conservation Subdivision	P	P				
Country Club	c	C	c	c	c	
Dwelling, Mobile/ Manufactured Home	C					P
Dwelling, Modular Home			c	c		P**
Dwelling, Multi-family						P

Dwelling, Patio Home				c	
Dwelling, Single-family, Attached				C	
Dwelling, Single-family, Detached	P	P	P	P	P
Dwelling, Two-family				C	

Table No. 4: Uses Permitted in Non Residential, Public Land and Town Center Districts

	C-1	C-2	C-3	I	PL	TC
Accessory Uses (See Section 5.5, Article VI)	P	P	P	P	C	P
Adult Day Care Center	P	P	P			C
Adult Uses	Regulated by Adult Entertainment Ordinance					
Ambulance Service		P	P			
Amusement Arcade		P	P			C
Amusement Park, Outdoor			C			c
Animal Shelter				C		c
Apartment Building			C			C
Arboretums, Botanical Fac.	P				C	P
Art Gallery	P	P	P			P
Artisan Studio	P	P	P			P
Assisted Living Facility	C	C	C			C

Automobile Dealership			P		
Automobile Detail Shop		C	c		
Automobile Gas Station		P	P		C
Automobile Recovery Business			C	C	
Automobile Repair Shop, Major			P	P	C
Automobile Service Center, Minor		P	P	P	-
Automobile /Wrecking Yard				C	
Bank or Financial Institution	C	P	P		P
Bar or Tavern		C	P		c
Beauty & Barber Shop	P	P	P		P
Bed and Breakfast Inn		c	P		c
Big Box Retail Store			P		c
Bingo Hall			C		
Boat Yard		c	P	C	
Body Piercing Business	C	C	C		C
Boiler Works				C	
Book Store	P	P	P		P
Borrow Pit				C	
Bowling Alley		C	P		P
Building Material & Supply Establishment			P	P	

Cannabis Dispensary, Medical		C	P	P		C
Cannabis Cultivation Facility		C	C	P		
Cannabis Disposal Facility			C	P		
Cannabis Processing Facility			C	P		
Cannabis Research Center		C	C	P		
Cannabis Testing Facility		C	C	P		
Cannabis Transportation Entity		C	C	P		
Car Wash, Automated		C	P			C
Car Wash, Self-Service		P	P			
Catering Service	P	P	P			P
Cemetery					C	
Check Cashing Business		C	C			C
Child Care Center, Commercial	P	P	P			C
Church or Place of Worship	C	C	C		C	C
Clinic, Medical or Dental	C	P	P			P
Clubhouse or Lodge	C	P	P			C
College or University					C	c
Community Center						C
Community Shopping Center		P	P			P
Condominium, Residential			C		C	P

Conference or Meeting Facility			C		P	P
Contractor's Shop			P	P		
Contractor's Storage Yard				P		
Convalescent or Nursing Home	C	C	C			c
Convenience Store	P	P	P			C
Convention Center			C		C	P
Correctional Facility				C		
Country Club					C	
Day Spa		P	P			P
Department Store			P			P
Drug Store	C	P	P			P
Dry Cleaning Pick-up Station	P	P	P			P
Dry Cleaning Plant				P		
Dwelling Units above the 1 st Floor of Mixed Use Buildings		C	C			P
Dump, Solid Waste				C		
Emergency Shelter/Mission			C			
Farmer's Market	c	c	c			P
Fish Camp		P	P			
Funeral Home	C	C	C			C
Golf Course					P	

The Planning Director also requests that UDO Section 6.4 Development Standards for Certain Uses reflect the following addition:

6.4.1.1 Cannabis Dispensary, Cannabis Research Facility or Cannabis Testing Facility

Cannabis Dispensaries, Research Facilities and Testing Facilities which are allowed by right or with a Conditional Use Major shall comply with the following standards:

- A. Cannabis Dispensaries must have a license with MDOR (Mississippi Department of Revenue) prior to an approval of a final Business inspection and before submitting for a Certificate of Occupancy with the City of Gautier Planning Department.
- B. The main point of entry of any medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a variance to this distance restriction by receiving approval from the school, church or childcare facility and by applying for a variance with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or childcare facility.
- C. No medical cannabis dispensary may be located within a one thousand-five-hundred (1,500) feet radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary.
- D. A medical cannabis establishment may not share office space with or refer patients to a practitioner.
- E. A medical cannabis dispensary shall only make sales to cardholders inside the dispensary. A medical cannabis dispensary shall not sell or otherwise convey medical cannabis to a cardholder through the means of a drive-through, curbside delivery or other delivery outside the premises of the dispensary.
- F. Mississippi Department of Health (MDOH) has been designated to regulate advertising, signage, and displays. Sign permits are also required through the City of Gautier Planning Department after MDOH approval.

6.4.1.2 Cannabis Cultivation Facility, Cannabis Processing Facility, Cannabis Disposal Facility or Cannabis Transportation Entity.

Cannabis Cultivation Facilities, Cannabis Processing Facilities, Cannabis Disposal Facilities and Cannabis Transportation entities shall comply with the following standards:

- A. Cannabis Transportation entities, Cannabis Disposal entities, Cannabis Research Facilities and Cannabis Testing Facilities must have a license with Mississippi Department of Health (MDOH) prior to the approval of a final Business inspection and before submitting for a Certificate of Occupancy with the City of Gautier Planning Department.
- B. All cultivation, harvesting, processing and packaging of medical cannabis must take place in an enclosed, locked and secure facility, and must meet the City of Gautier's development standards.
- C. The main point of entry of any medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a variance to this distance restriction by receiving approval from the school, church or childcare facility and by applying for a variance with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or childcare facility.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the updates to the UDO as presented with the change of Cannabis

Dispensary, Medical in a C-3 zone be changed to a “C” Conditional Use-Major instead of a “P” Permitted Use.

The City Council may:

Approve the UDO Amendments;
Approve the UDO Amendments with changes; or
Deny the UDO Amendments.

ATTACHMENTS:

1. Excerpt GPC Meeting 8.4.22 (#22-32-UDO)
2. Complete Packet 22-32-UDO

Excerpt from August 4, 2022 Planning Commission Meeting:

The Planning Director has requested an amendment to the UDO to reflect text changes to sections 2.1.3 Definitions; 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and 6.4 Development Standards for Certain Uses. Amendments are regarding medical cannabis. (City Initiated) (GPC #22-32-UDO)

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

REQUEST:

The Planning Director has requested amendments to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would add verbiage regarding Cannabis for medical use.

BACKGROUND:

In February 2022, the Mississippi Legislature passed the Mississippi Medical Cannabis Act. Because the City of Gautier did not opt out of the Medical Cannabis Program, licensed Medical Cannabis establishments can operate within the city. The Unified Development Ordinance (UDO) needs to be amended to include regulations that coincide with Mississippi state law regarding Medical Cannabis. The Planning Director has requested to amend the UDO by adding Cannabis and various Cannabis facilities to Section 2.1.3 Definitions; Section 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and adding standards for Cannabis to Section 6.4 Development Standards for Certain Uses.

DISCUSSION:

The Planning Director has requested to amend the UDO by adding Cannabis and various Cannabis facilities to Section 2.1.3 Definitions; Section 5.2.2 Uses Permitted by Right and Conditional Uses, Tables 3 & 4; and adding standards for Cannabis to Section 6.4 Development Standards for Certain Uses.

The Planning Director requests that UDO Section 2.1.3 Definitions reflect the following additions:

CANNABIS: All Parts of the plant of the genus cannabis, the flower, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin, including whole plant extracts. Such term shall not mean cannabis derived drug products approved by the Federal Food and Drug Administration under Section 505 of the Federal Food, Drug, and Cosmetic Act.

CANNABIS CULTIVATION FACILITY: A business entity licensed and registered by the Mississippi Department of Health that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area.

CANNABIS DISPENSARY, MEDICAL: An entity licensed and registered with the MDOR (Mississippi Department of Revenue) that acquires, processes, stores, transfers, sells, supplies, or dispenses medical cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders.

CANNABIS DISPOSAL ENTITY: A business licensed and registered by the Mississippi Department of Health that is involved in the commercial disposal or destruction of medical cannabis.

CANNABIS PROCESSING FACILITY: A business entity that is licensed and registered by the Mississippi Department of Health that:

- (a) Acquires or intends to acquire cannabis from a cannabis cultivation facility;
- (b) Possesses cannabis with the intent to manufacture a cannabis product;
- (c) Manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
- (d) Sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

CANNABIS RESEARCH FACILITY: A research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health pursuant to this chapter that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use.

CANNABIS TESTING FACILITY: An independent entity licensed and registered by the Mississippi Department of Health that analyzes the safety and potency of cannabis.

CANNABIS TRANSPORTATION ENTITY: An independent entity licensed and registered by the Mississippi Department of Health that is involved in the commercial transportation of medical cannabis.

The Planning Director requests that UDO Section 5.2.2 Uses Permitted by Right and Conditional Uses reflect the following additions:

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures" & "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this

Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

Table No. 3: Uses Permitted in Residential Districts							
		AG	RE	R-1	R-1A	R-2	R-3
	Accessory Buildings (<i>In accordance with Article VI</i>)	P	P	P	P	P	P
	Adult Day Care Center, Commercial	C				C	
	Apartment Building-less than 45' in height				P	P	
	Apartment Building – 46' to 60' in height.					P	
	Assisted Living Facility					C	
	Bed & Breakfast Inn			C			
	Boarding House					C	
	Cannabis Cultivation Facility	P					
	Cannabis Processing Facility	P					
	Cemetery and/or Columbarium	C		C	C	C	C
	Child Care Center, Commercial	c				c	
	Church or Place of Worship	C		c	c	C	
	Clubhouse or Lodge	c	c			P	
	Cluster Development						
	Community Center	c	c	c	c	c	c
	Condominium, Residential (less than 45' in height).					P	
	Condominium, Residential (46' to 60' in height).					P	
	Conservation Subdivision	P	P				
	Country Club	c	C	c	c	c	
	Dwelling, Mobile/ Manufactured Home	C					P
	Dwelling, Modular Home			c	c		P**
	Dwelling, Multi-family					P	
	Dwelling, Patio Home				c		
	Dwelling, Single-family, Attached				C		
	Dwelling, Single-family, Detached	P	P	P	P		P
	Dwelling, Two-family				C		

Table No. 4: Uses Permitted in Non Residential, Public Land and Town Center Districts							
		C-1	C-2	C-3	I	PL	TC
	Accessory Uses (See Section 5.5, Article VI)	P	P	P	P	C	P
	Adult Day Care Center	P	P	P			C
	Adult Uses	Regulated by Adult Entertainment Ordinance					
	Ambulance Service		P	P			
	Amusement Arcade		P	P			C
	Amusement Park, Outdoor			C			c
	Animal Shelter				C		c
	Apartment Building			C			C
	Arboretums, Botanical Fac.	P				C	P
	Art Gallery	P	P	P			P
	Artisan Studio	P	P	P			P
	Assisted Living Facility	C	C	C			C
	Automobile Dealership			P			
	Automobile Detail Shop		C	c			
	Automobile Gas Station		P	P			C
	Automobile Recovery Business			C	C		
	Automobile Repair Shop, Major			P	P		C
	Automobile Service Center, Minor		P	P	P		
	Automobile /Wrecking Yard				C		
	Bank or Financial Institution	C	P	P			P
	Bar or Tavern		C	P			c
	Beauty & Barber Shop	P	P	P			P
	Bed and Breakfast Inn		c	P			c
	Big Box Retail Store			P			c
	Bingo Hall			C			
	Boat Yard		c	P	C		
	Body Piercing Business	C	C	C			C
	Boiler Works				C		
	Book Store	P	P	P			P
	Borrow Pit				C		
	Bowling Alley		C	P			P
	Building Material & Supply Establishment			P	P		
	Cannabis Dispensary, Medical		C	P	P		C
	Cannabis Cultivation Facility		C	C	P		
	Cannabis Disposal Facility			C	P		
	Cannabis Processing Facility			C	P		
	Cannabis Research Center		C	C	P		

Table No. 4: Uses Permitted in Non Residential, Public Land and Town Center Districts							
		C-1	C-2	C-3	I	PL	TC
	Cannabis Testing Facility		C	C	P		
	Cannabis Transportation Entity		C	C	P		
	Car Wash, Automated		C	P			C
	Car Wash, Self-Service		P	P			
	Catering Service	P	P	P			P
	Cemetery					C	
	Check Cashing Business		C	C			C
	Child Care Center, Commercial	P	P	P			C
	Church or Place of Worship	C	C	C		C	C
	Clinic, Medical or Dental	C	P	P			P
	Clubhouse or Lodge	C	P	P			C
	College or University					C	c
	Community Center						C
	Community Shopping Center		P	P			P
	Condominium, Residential			C		C	P
	Conference or Meeting Facility			C		P	P
	Contractor's Shop			P	P		
	Contractor's Storage Yard				P		
	Convalescent or Nursing Home	C	C	C			c
	Convenience Store	P	P	P			C
	Convention Center			C		C	P
	Correctional Facility				C		
	Country Club					C	
	Day Spa		P	P			P
	Department Store			P			P
	Drug Store	C	P	P			P
	Dry Cleaning Pick-up Station	P	P	P			P
	Dry Cleaning Plant				P		
	Dwelling Units above the 1 st Floor of Mixed Use Buildings		C	C			P
	Dump, Solid Waste				C		
	Emergency Shelter/Mission			C			
	Farmer's Market	c	c	c			P
	Fish Camp		P	P			
	Funeral Home	C	C	C			C
	Golf Course					P	
	Golf-Driving Range			P			

The Planning Director also requests that UDO Section 6.4 Development Standards for Certain Uses reflect the following addition:

6.4.1.1 Cannabis Dispensary, Cannabis Research Facility or Cannabis Testing Facility

Cannabis Dispensaries, Research Facilities and Testing Facilities which are allowed by right or with a Conditional Use Major shall comply with the following standards:

- A. Cannabis Dispensaries must have a license with MDOR (Mississippi Department of Revenue) prior to an approval of a final Business inspection and before submitting for a Certificate of Occupancy with the City of Gautier Planning Department.
- B. The main point of entry of any medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a variance to this distance restriction by receiving approval from the school, church or childcare facility and by applying for a variance with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or childcare facility.
- C. No medical cannabis dispensary may be located within a one thousand-five-hundred (1,500) feet radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary.
- D. A medical cannabis establishment may not share office space with or refer patients to a practitioner.
- E. A medical cannabis dispensary shall only make sales to cardholders inside the dispensary. A medical cannabis dispensary shall not sell or otherwise convey medical cannabis to a cardholder through the means of a drive-through, curbside delivery or other delivery outside the premises of the dispensary.
- F. Mississippi Department of Health (MDOH) has been designated to regulate advertising, signage, and displays. Sign permits are also required through the City of Gautier Planning Department after MDOH approval.

6.4.1.2 Cannabis Cultivation Facility, Cannabis Processing Facility, Cannabis Disposal Facility or Cannabis Transportation Entity.

Cannabis Cultivation Facilities, Cannabis Processing Facilities, Cannabis Disposal Facilities and Cannabis Transportation entities shall comply with the following standards:

- A. Cannabis Transportation entities, Cannabis Disposal entities, Cannabis Research Facilities and Cannabis Testing Facilities must have a license with Mississippi Department of Health (MDOH) prior to the approval of a final Business inspection and before submitting for a Certificate of Occupancy with the City of Gautier Planning Department.
- B. All cultivation, harvesting, processing and packaging of medical cannabis must take place in an enclosed, locked and secure facility, and must meet the City of Gautier's development standards.

- C. The main point of entry of any medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a variance to this distance restriction by receiving approval from the school, church or childcare facility and by applying for a variance with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or childcare facility.

STAFF FINDINGS:

Staff finds that the Planning Director's request for amendments to the UDO to add definitions and regulations regarding Medical Cannabis are amendments which coincide with the recently passed Mississippi Medical Cannabis Act.

RECOMMENDATIONS:

Staff recommends that Planning Commission recommend the approval of the UDO amendments as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendments;
2. Recommend that City Council approve the UDO Amendments with changes; or
3. Recommend that City Council deny the UDO Amendments.

ATTACHMENTS:

1. UDO Excerpts with proposed changes

Josh Danos, City Attorney, stated that the State of Mississippi approved the Mississippi Medical Cannabis Act in February of 2022. The UDO changes presented follow State Statute language for definitions and Development Standards for Medical Cannabis. The Statute allows most of the facilities by right in Agricultural and Industrial zones. The Statute also says that municipalities can define other zones in which the uses are appropriate. He said the Mr. Ankerson has looked at where Gautier's sister cities are allowing these uses and has made proposed changes to the use tables in the UDO.

Chairman Jamison was concerned about allowing dispensaries in Town Center with a Conditional Use-Major.

Mr. Ankerson reminded her that Conditional Uses were looked at on a case-by-case basis. Any request for a dispensary in Town Center would be brought before them and the City Council and the surrounding uses could be considered.

Commissioner Davis asked if everywhere a facility was allowed by right was following State Statute.

Mr. Ankerson said that everywhere he placed a “P” in the table for the Agricultural District is following the State Statute.

Mr. Danos stated that the Commission could remove “C” for Conditional Use-Major and “P” for Permitted Use from C-2, C-3, and Town Center for recommendation to the City Council, but they could not remove it from Agricultural.

Chairman Jamison noted that if a dispensary was permitted in a C-3 it could possibly be located next to a residence that was grandfathered in a C-3 zone.

Mr. Ankerson stated that there a more intense uses that are permitted by right to go in a C-3 also.

Travonta Thomas asked if the requirement for 500/1000 feet from schools, churches and daycares was just for dispensaries and cultivation facilities or did it pertain to disposal and transport as well.

Mr. Danos said to pertained to all medical cannabis facilities.

Mr. Ankerson noted that State Statute says that cities basically can’t make it impossible for these establishments to go in a commercial district. We are allowed to establish which commercial district they can go in.

There wasn’t much discussion regarding the definitions or the development standard changes because the changes reflected the State Statute.

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

ACTION TAKEN:

Chairman Jamison made a motion to recommend that City Council approve the updates to the UDO as presented with the change of Cannabis Dispensary, Medical in a C-3 zone be changed to a “C” Conditional Use-Major instead of a “P” Permitted Use.

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

AYES: **Kay C. Jamison**
 William Davis
 Paul Gainer
 Ricky Decoteau
 Joshua Ward

**ABSENT: DeAnna McManus
Chris Hoover**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 4, 2022

Text Change

UDO Amendment

VII. NEW BUSINESS

- A. CONSIDER A REQUEST TO AMEND THE UDO TO REFLECT TEXT CHANGES TO SECTIONS 2.1.3 DEFINITIONS; 5.2.2 USES PERMITTED BY RIGHT AND CONDITIONAL USES, TABLES 3 & 4; AND 6.4 DEVELOPMENT STANDARDS FOR CERTAIN USES. AMENDMENTS ARE REGARDING MEDICAL CANNABIS. (CITY INITIATED) (GPC #22-32-UDO)

2.13. Definitions

BUILDING, PORTABLE: Any building that is portable in nature, without any wheels, and built on a chassis or frame designed and constructed to be used without a permanent foundation. Portable storage buildings are typically used on residential lots.

BUILDING, PRINCIPAL: A building which houses the main use or uses of the lot on which said building is located.

BUILDING SETBACK LINE: (SEE SETBACK).

BUILDING SIGN: A sign giving the name of a building itself, as opposed to the name of occupants or services.

BUILDING SITE: A single lot of land occupied or intended to be occupied by a building or structure, and appropriate accessory buildings or uses.

BUILT OUT: Development of land to its full potential or theoretical capacity as permitted under current zoning requirements. (i.e. A Subdivision is "built-out" when all platted lots contain a permitted structure.)

BULK STORAGE: (SEE WAREHOUSE)

BULKY WASTE: means stoves, refrigerators, water heaters, automobile parts, washing machines, furniture and other waste materials other than construction debris, dead animals, or hazardous waste with weights or volumes greater than those allowed for containers.

BUSINESS IDENTIFICATION SIGN: A sign bearing the name, trademark, or symbol of a business situated on a particular parcel of land.

CALIPER: A horticultural method of measuring the diameter of nursery stock or trees. For trees less than four (4) inches in diameter, the measurement should be taken at six (6) inches above ground level. For trees greater than four (4) inches in diameter up to and including twelve (12) inches, the caliper measurement must be taken at twelve (12) inches above the ground level. For trees greater than twelve (12) inches in diameter, the trunk is measured at breast height (diameter at breast height or DBH), which is four and one half (4.5) feet above the ground.

CANNABIS: All Parts of the plant of the genus cannabis, the flower, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin, including whole plant extracts. Such term shall not mean cannabis derived drug products approved by the Federal Food and Drug Administration under Section 505 of the Federal Food, Drug, and Cosmetic Act.

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CANNABIS DISPOSAL ENTITY: A business licensed and registered by the Mississippi Department of Health that is involved in the commercial disposal or destruction of medical cannabis.

CANNABIS PROCESSING FACILITY: A business entity that is licensed and registered by the Mississippi Department of Health that:

- (a) Acquires or intends to acquire cannabis from a cannabis cultivation facility;
- (b) Possesses cannabis with the intent to manufacture a cannabis product;
- (c) Manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
- (d) Sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

CANNABIS RESEARCH FACILITY: A research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health pursuant to this chapter that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide commercial access for medical use.

CANNABIS TESTING FACILITY: An independent entity licensed and registered by the Mississippi Department of Health that analyzes the safety and potency of cannabis.

CANNABIS TRANSPORTATION ENTITY: An independent entity licensed and registered by the Mississippi Department of Health that is involved in the commercial transportation of medical cannabis.

CANOPY, BUILDING: A roof element, hood, or covering suspended over a door, window or niche. A covered area which extends from the wall of a building.

CANOPY FOR GASOLINE PUMPS: The structure covering the gasoline pumps at a convenience store, automobile gas station or anywhere fuel dispensing operations are conducted.

CANOPY SIGN: A sign which is mounted on a permanently roofed shelter covering a sidewalk, driveway, awning, mansard roof, or other similar area, which shelter may be wholly supported by a building or it may be wholly or partially supported by columns, poles or braces extended from the ground.

CANOPY TREE: Large deciduous shade trees with a mature height of thirty (30) feet or greater and a mature spread of thirty (30) feet or greater.

CAR WASH, AUTOMATED: An establishment containing facilities for washing automobiles using a chain conveyor or other method of moving the cars along and which uses automatic or semi-automatic application of cleaner, brushes, rinse water and heat for drying. Such facilities usually offer personalized services such as hand vacuuming and drying of vehicles and may contain gasoline pumps.

CAR WASH, SELF-SERVICE: A structure housing coin operated equipment used by the customer to spray wash automobiles and light trucks.

5.2.2 Uses Permitted by Right and Conditional Uses

No use shall be established in any zoning district unless it is expressly designated by this Ordinance as a "P-permitted use" or "C-conditional use-major" or "c-conditional use-minor". The range of uses allowed as "Permitted Uses and Structures" & "Conditional Uses," in each zoning district are summarized in Tables 3, 4 and 5. In the event of a conflict between tables of this Ordinance, the text shall control. The intent of the underlying Future Land Use category of the Comprehensive Plan determines allowable uses in the PUD District.

Table No. 3: Uses Permitted in Residential Districts							
		AG	RE	R-1	R-1A	R-2	R-3
	Accessory Buildings (<i>In accordance with Article VI</i>)	P	P	P	P	P	P
	Adult Day Care Center, Commercial	C				C	
	Apartment Building-less than 45' in height				P	P	
	Apartment Building – 46' to 60' in height.					P	
	Assisted Living Facility					C	
	Bed & Breakfast Inn			C			
	Boarding House					C	
	Cannabis Cultivation Facility	P					
	Cannabis Processing Facility	P					
	Cemetery and/or Columbarium	C		C	C	C	C
	Child Care Center, Commercial	c				c	
	Church or Place of Worship	C		c	c	C	
	Clubhouse or Lodge	c	c			P	
	Cluster Development						
	Community Center	c	c	c	c	c	c
	Condominium, Residential (less than 45' in height).					P	
	Condominium, Residential (46' to 60' in height).					P	
	Conservation Subdivision	P	P				
	Country Club	c	C	c	c	c	
	Dwelling, Mobile/ Manufactured Home	C					P
	Dwelling, Modular Home			c	c		P**
	Dwelling, Multi-family					P	
	Dwelling, Patio Home				c		
	Dwelling, Single-family, Attached				C		
	Dwelling, Single-family, Detached	P	P	P	P		P
	Dwelling, Two-family				C		

Table No. 4: Uses Permitted in Non Residential, Public Land and Town Center Districts							
		C-1	C-2	C-3	I	PL	TC
	Accessory Uses (See Section 5.5, Article VI)	P	P	P	P	C	P
	Adult Day Care Center	P	P	P			C
	Adult Uses	Regulated by Adult Entertainment Ordinance					
	Ambulance Service		P	P			
	Amusement Arcade		P	P			C
	Amusement Park, Outdoor			C			c
	Animal Shelter				C		c
	Apartment Building			C			C
	Arboretums, Botanical Fac.	P				C	P
	Art Gallery	P	P	P			P
	Artisan Studio	P	P	P			P
	Assisted Living Facility	C	C	C			C
	Automobile Dealership			P			
	Automobile Detail Shop		C	c			
	Automobile Gas Station		P	P			C
	Automobile Recovery Business			C	C		
	Automobile Repair Shop, Major			P	P		C
	Automobile Service Center, Minor		P	P	P		
	Automobile /Wrecking Yard				C		
	Bank or Financial Institution	C	P	P			P
	Bar or Tavern		C	P			c
	Beauty & Barber Shop	P	P	P			P
	Bed and Breakfast Inn		c	P			c
	Big Box Retail Store			P			c
	Bingo Hall			C			
	Boat Yard		c	P	C		
	Body Piercing Business	C	C	C			C
	Boiler Works				C		
	Book Store	P	P	P			P
	Borrow Pit				C		
	Bowling Alley		C	P			P
	Building Material & Supply Establishment			P	P		
	Cannabis Dispensary, Medical		C	P	P		C
	Cannabis Cultivation Facility		C	C	P		
	Cannabis Disposal Facility			C	P		
	Cannabis Processing Facility			C	P		

Table No. 4: Uses Permitted in Non Residential, Public Land and Town Center Districts							
		C-1	C-2	C-3	I	PL	TC
	Cannabis Research Center		C	C	P		
	Cannabis Testing Facility		C	C	P		
	Cannabis Transportation Entity		C	C	P		
	Car Wash, Automated		C	P			C
	Car Wash, Self-Service		P	P			
	Catering Service	P	P	P			P
	Cemetery					C	
	Check Cashing Business		C	C			C
	Child Care Center, Commercial	P	P	P			C
	Church or Place of Worship	C	C	C		C	C
	Clinic, Medical or Dental	C	P	P			P
	Clubhouse or Lodge	C	P	P			C
	College or University					C	c
	Community Center						C
	Community Shopping Center		P	P			P
	Condominium, Residential			C		C	P
	Conference or Meeting Facility			C		P	P
	Contractor's Shop			P	P		
	Contractor's Storage Yard				P		
	Convalescent or Nursing Home	C	C	C			c
	Convenience Store	P	P	P			C
	Convention Center			C		C	P
	Correctional Facility				C		
	Country Club					C	
	Day Spa		P	P			P
	Department Store			P			P
	Drug Store	C	P	P			P
	Dry Cleaning Pick-up Station	P	P	P			P
	Dry Cleaning Plant				P		
	Dwelling Units above the 1 st Floor of Mixed Use Buildings		C	C			P
	Dump, Solid Waste				C		
	Emergency Shelter/Mission			C			
	Farmer's Market	c	c	c			P
	Fish Camp		P	P			
	Funeral Home	C	C	C			C
	Golf Course					P	
	Golf-Driving Range			P			

C. Measurement of Distance

Such distance shall be measured in a straight line, such as air line distance, rather than the usual route of pedestrian travel. Distances shall also be measured from building to building, rather than from property line to property line.

6.4.1.1 Cannabis Dispensary, Cannabis Research Facility or Cannabis Testing Facility

Cannabis Dispensaries, Research Facilities and Testing Facilities which are allowed by right or with a Conditional Use Major shall comply with the following standards:

- A. Cannabis Dispensaries must have a license with MDOR (Mississippi Department of Revenue) prior to an approval of a final Business inspection and before submitting for a Certificate of Occupancy with the City of Gautier Planning Department.
- B. The main point of entry of any medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a variance to this distance restriction by receiving approval from the school, church or childcare facility and by applying for a variance with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or childcare facility.
- C. No medical cannabis dispensary may be located within a one thousand-five-hundred (1,500) feet radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary.
- D. A medical cannabis establishment may not share office space with or refer patients to a practitioner.
- E. A medical cannabis dispensary shall only make sales to cardholders inside the dispensary. A medical cannabis dispensary shall not sell or otherwise convey medical cannabis to a cardholder through the means of a drive-through, curbside delivery or other delivery outside the premises of the dispensary.
- F. Mississippi Department of Health (MDOH) has been designated to regulate advertising, signage, and displays. Sign permits are also required through the City of Gautier Planning Department after MDOH approval.

6.4.1.2 Cannabis Cultivation Facility, Cannabis Processing Facility, Cannabis Disposal Facility or Cannabis Transportation Entity.

Cannabis Cultivation Facilities, Cannabis Processing Facilities, Cannabis Disposal Facilities and Cannabis Transportation entities shall comply with the following standards:

- A. Cannabis Transportation entities, Cannabis Disposal entities, Cannabis Research Facilities and Cannabis Testing Facilities must have a license with Mississippi Department of Health (MDOH) prior to the approval of a final Business inspection and before submitting for a Certificate of Occupancy with the City of Gautier Planning Department.
- B. All cultivation, harvesting, processing and packaging of medical cannabis must take place in an enclosed, locked and secure facility, and must meet the City of

Gautier's development standards.

- C. The main point of entry of any medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a variance to this distance restriction by receiving approval from the school, church or childcare facility and by applying for a variance with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or childcare facility.

6.4.2 Bed and Breakfast Inn

A. Qualified Structures

Structures to be used as Bed and Breakfast Inns (B & B) must be listed on the National Register of Historic Places; or structure designated as a Gautier Landmark by the Gautier Historic Preservation Commission, and/or a Mississippi Landmark by the Department of Archives and History; or said structure must be deemed eligible for designation as a Gautier Landmark by the Gautier Historic Preservation Commission, and/or a Mississippi Landmark by the Department of Archives and History and is granted designation within one (1) year from the date of eligibility. A Bed and Breakfast may also be permitted in strategic areas of the community based on compatibility with the surrounding natural and built environment, if approved by the Planning Commission and City Council.

B. General Regulations

1. A Bed and Breakfast Inn may only be operated by an owner who also resides in the building.
2. No retail sale of goods or merchandise will be allowed on the premises.
3. A Bed and Breakfast Inn must be operated in the principal building on the site and not in accessory structures.
4. Off-street parking is regulated in *Article VII*. The maximum length of stay for a transient paying guest is limited to thirty (30) days within a twelve (12) month period, and the owner shall maintain a guest register.
5. No receptions, meetings or other functions shall be permitted unless otherwise approved by the City Council as a legitimate function of the facility.
6. At least one (1) bathroom for use exclusively by guests is required on each floor of the building.
7. All required off-street parking spaces shall be screened by landscaping or other suitable opaque barrier from adjacent residences. No required off-street parking shall be allowed in the front yard.

6.4.3 Cemeteries

A. Size, Suitable Location and Access

Any new commercial cemetery shall be located on a site containing not less than twenty (20) acres. The site proposed for a cemetery shall not interfere with the

**CITY OF GAUTIER
Business Agenda Item #15
Fact Sheet**

Council Meeting: August 16, 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 16, 2022.

Docket of Claims
Release date from 08/16/2022 thru 08/16/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITTMAN HOWDESHELL PLLC	223170	08/16/2022	07/29/2022			1,045.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV:SR MALL PROPERTY		0978	05/31/2022			520.00
	001-060-602	LEGAL SERV:SR MALL PROPERTY		1022	07/28/2022			525.00
001	COG ENTERPRISE FUND	223191	08/16/2022	08/02/2022			92,240.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 360		08022022	08/02/2022			92,240.67
001	AUTO TRUCK AND TRAILER PARTS INC	223203	08/16/2022	08/04/2022			1,041.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TIE ROD ENDS (2): ENG 4		298981	07/08/2022			152.50
	001-205-559	DRAIN PAN FUNNEL		298966	07/07/2022			26.61
	001-170-638	FILTER		299161	07/15/2022			7.95
	001-100-570	BRAKE ROTOR		299169	07/15/2022			105.34
	001-161-638	PRESSURE SWITCH: CHEVY 2500		299162	07/14/2022			43.57
	001-100-570	OIL FILTER;BRAKE ROTOR: F250		299160	07/15/2022			133.66
	001-100-570	ROTOR (2);BRAKE PADS: CV46		299171	07/15/2022			94.12
	001-100-570	RADIATOR: CHARGER		299199	07/18/2022			176.93
	001-161-638	AIR BRAKE CHAMBER: ENG 4		299227	07/18/2022			33.40
	001-161-638	SLACK ADJUSTER: ENG 4		299227	07/18/2022			60.50
	001-161-638	SIGHT GLASS: SPARE		299260	07/19/2022			103.50
	001-161-638	SIGHT GLASS: ENG 4		299261	07/20/2022			103.50
001	PASCAGOULA TIRE & SERVICE INC	223206	08/16/2022	08/04/2022			348.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	TIRE PRESSURE SENSOR: #58		105303	07/12/2022			69.99
	001-100-638	FS FIREHAWK PURSUIT: #59		105319	07/12/2022			139.01
	001-100-638	WHEEL ALIGNMENT: #50		105337	07/13/2022			69.99
	001-100-638	WHELL ALIGNMENT: #58		105349	07/14/2022			69.99
001	ACE DATA STORAGE INC	223207	08/16/2022	08/05/2022			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2022-SHREDDING SERVICE		0085961	08/01/2022			105.00
001	JACKSON COUNTY ADULT DETENTION CENTER	223208	08/16/2022	08/05/2022			10,815.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JUL 2022 ADC CHGS		07312022	08/04/2022			10,815.00
001	MS DEPT OF PUBLIC SAFETY	223209	08/16/2022	08/05/2022			932.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2022 SPECIAL ASSESSMENTS		07312022	08/01/2022			932.00
001	MS DEPT OF PUBLIC SAFETY	223210	08/16/2022	08/05/2022			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2022 INTERLOCK FEES		07312022	08/01/2022			400.00

Docket of Claims
Release date from 08/16/2022 thru 08/16/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN	223211	08/16/2022	08/05/2022			15,133.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUL 2022 COURT ASSESSMENTS		07312022	08/01/2022			15,133.25
001	TEC	223212	08/16/2022	08/05/2022			209.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1053314	08/01/2022			209.21
001	RJ YOUNG COMPANY LLC	223213	08/16/2022	08/05/2022			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150-SERV FEE		INV4868197	07/08/2022			38.00
	001-100-699	RICO IM C2500-SERV FEE		INV4868197	07/08/2022			37.55
001	RJ YOUNG COMPANY LLC	223214	08/16/2022	08/05/2022			180.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4883568	07/19/2022			180.30
001	C SPIRE WIRELESS	223215	08/16/2022	08/05/2022			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS		3000652433	08/01/2022			270.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	223216	08/16/2022	08/05/2022			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MX-M654N SERV AGRMNT (6MO)		419384	07/29/2022			250.00
001	SPARKLIGHT	223217	08/16/2022	08/05/2022			89.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	AUG 2022:SR BLDG#120793682		08012022	08/01/2022			89.76
001	SPARKLIGHT	223218	08/16/2022	08/05/2022			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2022:#107571481		08012022	08/01/2022			149.20
001	CENTERPOINT ENERGY	223219	08/16/2022	08/05/2022			87.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:6/23-7/26/22		11000885-1	08/02/2022			45.72
	001-161-630	SOUTH FIRE STN:6/23-7/26/22		11000999-0	08/02/2022			41.99
001	BORDIS & DANOS PLLC	223220	08/16/2022	08/05/2022			11,640.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	AUG 2022 RETAINER		107	08/01/2022			11,250.00
	001-060-602	SAFECHOICE INVOICE		107	08/01/2022			390.00
001	CIVICPLUS	223221	08/16/2022	08/05/2022			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	ANNUAL WEB HOSTING 22-23		235221	08/01/2022			550.00
	001-040-699	ADMIN SUPPT FEE 22-23		235527	09/01/2022			350.00

Docket of Claims
Release date from 08/16/2022 thru 08/16/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DEPT PUBLIC SAFETY	223222	08/16/2022	08/05/2022			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES		90115426	03/02/2022			60.00
001	RELX INC DBA LEXISNEXIS	223223	08/16/2022	08/05/2022			123.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUL 2022 ACCT 4254VNBSY		3093998879	07/31/2022			123.60
001	DELTA SANITATION OF MS LLC	223224	08/16/2022	08/05/2022			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001243195	07/31/2022			35.00
001	SINGING RIVER ELECTRIC COOPERATIVE	223225	08/16/2022	08/05/2022			9,695.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		07182022	07/26/2022			6,634.76
	001-201-629	SIGNAL LIGHTS 10054		07182022	07/26/2022			600.00
	001-092-631	CITY HALL 10054		07182022	07/26/2022			967.09
	001-170-631	FRAZIER PARK 10054		07182022	07/26/2022			56.46
	001-170-631	SENIOR BLDG 10054		07182022	07/26/2022			454.78
	001-161-631	CENTRAL FD 10054		07182022	07/26/2022			437.15
	001-170-631	CITY PARK 10054		07182022	07/26/2022			139.27
	001-092-631	PUBLIC WORKS 10054		07182022	07/26/2022			370.14
	001-092-631	HWY 90 SIGN 10054		07182022	07/26/2022			35.90
001	SINGING RIVER ELECTRIC COOPERATIVE	223226	08/16/2022	08/05/2022			2,899.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		07182022	07/26/2022			2,182.69
	001-201-629	SIGNAL LIGHTS 89113001		07182022	07/26/2022			57.40
	001-170-631	CITY PARK RESTRMS 89912001		07182022	07/26/2022			205.34
	001-201-633	STREET LIGHTS 90345002		07182022	07/26/2022			167.49
	001-092-631	RECORDS BLDG 90790001		07182022	07/26/2022			172.44
	001-170-631	FRAZIER RESTRMS 98546001		07182022	07/26/2022			114.01
001	SINGING RIVER ELECTRIC COOPERATIVE	223227	08/16/2022	08/05/2022			221.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		07182022	07/26/2022			144.08
	001-170-631	FITNESS TRAIL 109268001		07182022	07/26/2022			27.82
	001-170-631	ROUNDAABOUT 102311004		07182022	07/26/2022			25.00
	001-170-631	SRM VENUE 104312008		07182022	07/26/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	223228	08/16/2022	08/05/2022			1,051.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		07192022	07/27/2022			316.95
	001-170-631	BACOT LIGHTS 10137		07192022	07/27/2022			544.87
	001-201-629	SIGNAL LIGHTS 10138		07192022	07/27/2022			120.12
	001-170-631	BACOT SPLASHPAD 103751001		07192022	07/27/2022			27.33
	001-170-631	BACOT UPGRADES 113730001		07192022	07/27/2022			42.46

Docket of Claims
Release date from 08/16/2022 thru 08/16/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	223229	08/16/2022	08/05/2022			836.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		07182022	07/26/2022			33.57
	001-201-633	DOLPHIN ST 94988002		07182022	07/26/2022			49.62
	001-201-633	DOLPHIN ST 94989002		07182022	07/26/2022			59.12
	001-201-633	DOLPHIN ST 97990002		07182022	07/26/2022			590.86
	001-201-633	WM PAYNE 100245001		07182022	07/26/2022			58.32
	001-201-633	WM PAYNE 100244003		07182022	07/26/2022			45.08
001	SINGING RIVER ELECTRIC COOPERATIVE	223230	08/16/2022	08/05/2022			29.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT 114481001		07192022	07/29/2022			29.03
001	SYNERGY AQUA TECH LLC	223237	08/16/2022	08/08/2022			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	REPL PROXIMITY SENSOR:GM SPAD		42188	07/28/2022			500.00
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	223238	08/16/2022	08/08/2022			23,116.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-652	2021 COMM REDEV GRANT REIMB		12587	08/01/2022			23,116.16
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	223239	08/16/2022	08/08/2022			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-645	EVENT SPONSORSHIP		09152022	08/01/2022			1,000.00
001	GRAND VIEW SECURITY LLC	223240	08/16/2022	08/08/2022			324.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ALARM MONITORING: BUDDY DAVIS		0801108032	08/01/2022			324.00
001	FUELMAN	223263	08/16/2022	08/08/2022			4,286.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62592354	08/01/2022			144.82
	001-100-525	UNL&DSL FUEL		NP62592354	08/01/2022			3,018.68
	001-161-525	UNL&DSL FUEL		NP62592354	08/01/2022			806.80
	001-170-525	UNL FUEL		NP62592354	08/01/2022			271.07
	001-205-525	UNL FUEL		NP62592354	08/01/2022			44.86
001	FUELMAN	223266	08/16/2022	08/08/2022			4,217.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62685899	08/08/2022			128.44
	001-100-525	UNL&DSL FUEL		NP62685899	08/08/2022			3,021.59
	001-161-525	UNL&DSL FUEL		NP62685899	08/08/2022			756.85
	001-170-525	UNL FUEL		NP62685899	08/08/2022			310.46
001	COLLIN JORDAN	223270	08/16/2022	08/09/2022			576.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV:FF 1001-1-2		08222022	08/09/2022			576.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WILLIAM HALL	223271	08/16/2022	08/09/2022			576.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV:FF 1001-1-11		08222022	08/09/2022			576.00
001	860 PROPERTY MAINTENANCE	223272	08/16/2022	08/10/2022			1,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-601	ABATEMENT: 3309 HAVILL		INV000112	08/03/2022			1,100.00
001	GAUTIER FAMILY CLINIC LLC	223273	08/16/2022	08/10/2022			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYSICAL: LADNIER		08082022	08/08/2022			100.00
	001-022-604	PRE-EMP DRUG SCRIN: LADNIER		08082022	08/08/2022			20.00
001	SEYMOUR ENGINEERING PLLC	223277	08/16/2022	08/10/2022			2,312.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-603	EMERG ROAD-BRIDGE GRANT		8511	07/26/2022			2,100.00
	001-201-603	ROAD MAP: FUTURE PAVING		8511	07/26/2022			37.50
	001-094-603	BACOT IMPS-SPORTSPLEX INSP		8511	07/26/2022			175.00
001	CINTAS CORPORATION NO 2	223278	08/16/2022	08/10/2022			365.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE UNIFORMS		4124555227	07/07/2022			91.39
	001-205-535	MAINTENANCE UNIFORMS		4125165716	07/13/2022			91.39
	001-205-535	MAINTENANCE UNIFORMS		4125836789	07/20/2022			91.39
	001-205-535	MAINTENANCE UNIFORMS		4126508768	07/27/2022			91.39
001	BELL AUTO PARTS INC	223279	08/16/2022	08/10/2022			980.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	40" MODEL REACHER (4)		D059249	07/05/2022			136.00
	001-170-639	MOWER BLADE(5);BLADE BOLT(20)		44608	07/07/2022			237.00
	001-170-639	MOWER BLADE (10)		44609	07/07/2022			180.00
	001-170-639	GAS DAMPER		D059263	07/11/2022			63.00
	001-170-639	HYD FLUID(3);BELT(3);RAGS		D059287	07/20/2022			364.45
001	O'REILLY AUTO PARTS	223280	08/16/2022	08/10/2022			2,127.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	TIMING CVR;HOSE(2);GASKET		1978254332	06/29/2022			141.87
	001-100-570	CATACLEAN (2)		1978254332	06/29/2022			53.98
	001-100-570	BATTERY: 2021 CHEVY 1500		1978254401	06/30/2022			198.56
	001-170-639	OIL FILTER(2); ATV OIL(5)		1978254849	07/05/2022			52.79
	001-161-638	OIL FILTER; OIL(7): R-49		1978255082	07/07/2022			53.90
	001-100-570	ABS SENSOR(3);THERMOSTAT		1978255440	07/11/2022			59.14
	001-100-570	RTN:PN SEAL;ABS SNSR;THERMST		1978255475	07/11/2022			-38.54
	001-161-638	ANTIFREEZE(2); OIL		1978255477	07/11/2022			52.97
	001-100-638	TURN ROTORS (2)		1978255491	07/11/2022			40.00
	001-100-570	PLASTIC CLIPS; CONN KIT		1978255491	07/11/2022			28.23
	001-100-570	DISC PAD SET: U# 51		1978255567	07/12/2022			63.04
	001-100-570	CAPSULE: U# 58		1978255621	07/12/2022			7.33
	001-100-570	BRAKE PAD; ROTOR(2): U# 58		1978255626	07/13/2022			114.99
	001-100-570	BATTERY: U# 65		1978255633	07/13/2022			198.56

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001	O'REILLY AUTO PARTS	223280	08/16/2022	08/10/2022			2,127.59	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	OIL DRAIN PLUGS (2): U# M17	1978255640	07/13/2022			19.67	
	001-100-570	OIL FILTER;BRAKE PAD: U# 64	1978255701	07/13/2022			80.28	
	001-161-559	BLUE DEF 2.5 GALS	1978255754	07/14/2022			20.99	
	001-100-570	SPARKPLUGS(16);MIRROR ADHSVE	1978256461	07/21/2022			164.83	
	001-205-559	HAND CLEANER	1978256513	07/21/2022			17.99	
	001-100-570	VAC PUMP OIL;HTR HOSE (2)	1978256892	07/25/2022			99.80	
	001-100-570	HEAD GASKET;HEAD BOLT(2):U50	1978256933	07/26/2022			195.51	
	001-100-570	MDS SOLENOIDS(2);FREON(3)	1978256934	07/26/2022			144.57	
	001-205-638	BELT(2);BELT TOOL: MAINT TRK	1978257045	07/27/2022			65.96	
	001-170-639	BUTT SPLICE;CUTTER-CRIMPER	1978257079	07/27/2022			30.98	
	001-161-638	BATTERY: R49 CMD	1978257152	07/28/2022			148.59	
	001-100-570	MDS SOLENOID: U# 50	1978257155	07/28/2022			111.60	
001	LOWES HOME CENTERS INC	223281	08/16/2022	08/10/2022			1,373.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-635	CABINET REPAIRS: NORTH STN	902202	06/27/2022			13.94	
	001-170-520	PREEN WEED PREVENTER	902194	06/27/2022			15.19	
	001-170-634	10PK WINGNUTS: PIER LIGHTS	902410	06/29/2022			2.46	
	001-170-634	BACOT FENCE REPAIR	902573	06/30/2022			50.24	
	001-170-559	VENT (2); FILTER	902197	07/06/2022			19.70	
	001-170-559	RESTROOM SIGN (2): BACOT	901593	07/07/2022			22.77	
	001-170-559	GORILLA MNTG TAPE	901611	07/07/2022			8.06	
	001-161-635	GE OTR MICROWAVE	935475	07/07/2022			236.55	
	001-161-559	NIAGARA WATER (10)	901732	07/07/2022			47.30	
	001-170-559	1G FLAT UNIVERSAL COVER (4)	901838	07/11/2022			20.10	
	001-161-510	EXTEND A FLO WASH BRUSH	902747	07/11/2022			18.99	
	001-170-639	4.5" CUTTING WHEEL	901902	07/11/2022			16.24	
	001-170-577	HD MASTER LOCK, SAFETY HASP	901733	07/11/2022			31.32	
	001-161-559	DOOR LOCK; DOOR REINFORCER	901698	07/13/2022			34.38	
	001-170-635	1G METAL RECEP COVER (3)	902960	07/14/2022			9.90	
	001-090-559	LG REFRIGERATOR: PLANNING	901457	07/20/2022			664.05	
	001-205-639	BRAIDED TUBING: GAS TANK	901459	07/20/2022			40.82	
	001-170-559	KEYS (2); RECIP BLADES (5)	901281	07/20/2022			21.33	
	001-170-559	REPEL INSECT REP (6)	901489	07/21/2022			32.94	
	001-170-559	4 PK SAFETY GLASSES	901836	07/22/2022			20.41	
	001-170-635	ELONGATED TOILET SEAT	901836	07/22/2022			28.48	
	001-170-510	LIBMAN BROOM W/ DUSTPAN	901836	07/22/2022			13.76	
	001-170-634	PVC CLN-OUT;TAPE:GM SPLASHPD	901104	07/23/2022			4.24	
001	AIRGAS USA LLC	223282	08/16/2022	08/10/2022			281.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9990284341	07/31/2022			281.08	
001	HENZE ENTERPRISES INC	223288	08/16/2022	08/10/2022			480.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	4 YDS RAP: VICTORIA	31326	08/01/2022			160.00	
	001-201-576	8 YDS RAP: MARTIN BLUFF	31326	08/01/2022			320.00	

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001	THE MISSISSIPPI PRESS	223290	08/16/2022	08/10/2022			349.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	ANNUAL SUBSCRIPTION 2185051		36500	08/02/2022			349.99
001	DIRECTV LLC	223293	08/16/2022	08/10/2022			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (SEP)		08132022	08/14/2022			180.00
001	ALABAMA MEDIA GROUP	223294	08/16/2022	08/10/2022			1,316.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	PUBLISH BUDGET AMENDMENTS		0010395867	07/31/2022	221119		1,316.50
001	CAN'T MISS EMBROIDERY	223295	08/16/2022	08/10/2022			273.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-535	NATURE PLAYGROUND LOGO (39)		27195	07/28/2022	221023		273.00
001	REYNOLDS WHOLESALE CO	223298	08/16/2022	08/10/2022			606.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	CS MF BROWN TOWEL (4)		72223	06/15/2022	220996		99.80
	001-161-510	BLEACH GALLON (4)		72223	06/15/2022	220996		13.16
	001-161-510	409 CLEANER (3)		72223	06/15/2022	220996		14.97
	001-161-510	COMET POWDER (6)		72223	06/15/2022	220996		10.14
	001-161-510	SCRUBBING SPONGE (10)		72223	06/15/2022	220996		8.90
	001-161-510	SCOURING PADS (6)		72223	06/15/2022	220996		2.94
	001-161-510	DAWN DISH DETERGENT (6)		72223	06/15/2022	220996		37.74
	001-161-510	PINE SOL (5)		72223	06/15/2022	220996		59.75
	001-161-510	WINDEX (2)		72223	06/15/2022	220996		10.58
	001-161-510	PLEDGE (6)		72223	06/15/2022	220996		28.50
	001-161-510	CS MF BROWN TOWEL (4)		72562	08/02/2022	221172		99.80
	001-161-510	COMET POWDER (8)		72562	08/02/2022	221172		13.52
	001-161-510	SCRUBBING SPONGE 21CT PACK		72562	08/02/2022	221172		16.50
	001-161-510	DAWN DISH DETERGENT (8)		72562	08/02/2022	221172		50.32
	001-161-510	38X58 BK CAN LINER 100CT (4)		72562	08/02/2022	221172		139.80
001	ACTION PRINTING CENTER INC	223299	08/16/2022	08/10/2022			265.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	BUSINESS CARD(250): MCGHEE		103489	07/29/2022	221081		47.00
	001-100-500	BUSINESS CARD(250): SLOVER		103489	07/29/2022	221081		47.00
	001-100-500	BUSINESS CARD(250): ETHERIDGE		103489	07/29/2022	221081		47.00
	001-090-500	#10 REG ENVELOPES: PLANNING		103663	08/08/2022	221123		124.55
001	MID SOUTH UNIFORM & SUPPLY INC	223300	08/16/2022	08/10/2022			2,776.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	SENTRY SHIRT SS NAVY (5)		630716	07/27/2022	221120		269.30
	001-100-559	SENTRY SHIRT LS NAVY (5)		630716	07/27/2022	221120		293.55
	001-100-559	SENTRY PANT NAVY (18)		630716	07/27/2022	221120		951.48
	001-100-559	ARMORSKIN SHIRT NAVY (18)		630716	07/27/2022	221120		971.82
	001-100-559	PATCHES SEWN ON (56)		630716	07/27/2022	221120		56.00
	001-100-559	NAME PLATE DBL (6)		631006	08/05/2022	221120		107.10
	001-100-559	SERVICE BAR DBL (6)		631006	08/05/2022	221120		127.56

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001	BELL AUTO PARTS INC	223301	08/16/2022	08/10/2022			294.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	NON FLAT TIRE WHEEL ASSEMBLY		44633	07/21/2022	221116		294.37
001	GULF BREEZE LANDSCAPING LLC	223302	08/16/2022	08/10/2022			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-601	ABATEMENT: 3517 RAINTREE		M71693	07/31/2022	221099		1,200.00
001	DUNAWAY SIGNS INC	223303	08/16/2022	08/10/2022			272.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-561	PUBL HEARING SIGN (10)		37256	08/03/2022	221171		250.00
	001-090-561	WIRE STAKES (10)		37256	08/03/2022	221171		22.50
001	PASCAGOULA TIRE & SERVICE INC	223304	08/16/2022	08/10/2022			2,367.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK PURSUIT (4)		105331	07/13/2022	221015		446.80
	001-100-638	INSTALLATION: U #60		105331	07/13/2022	221015		84.00
	001-100-638	FS FIREHAWK PURSUIT (4)		105348	07/14/2022	221017		446.80
	001-100-638	INSTALLATION: U# 58		105348	07/14/2022	221017		84.00
	001-100-638	FS FIREHAWK PURSUIT (4)		105474	07/22/2022	221097		472.04
	001-100-638	INSTALLATION: U# 64		105474	07/22/2022	221097		84.00
	001-100-638	4 WHEEL ALIGNMENT: U# 64		105474	07/22/2022	221097		79.99
	001-100-638	SHOP SUPPLIES: U# 64		105474	07/22/2022	221097		8.00
	001-205-638	FS TRANSFORCE (4): 2010 CHVY		105575	07/28/2022	220870		661.83
001	CROWN DODGE CHRYSLER JEEP	223305	08/16/2022	08/10/2022			2,398.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	CAMSHAFT 09015001: U# 50		90591	07/20/2022	221098		342.40
	001-100-570	TAPPET HY 09041004: U# 50		90591	07/20/2022	221098		422.40
	001-100-570	TAPPET HY 09041004: U# 50		90591	07/20/2022	221098		422.40
	001-100-570	BH BUMP ENGINE: U# 50		90591	07/20/2022	221098		174.40
	001-100-638	DRI SHAFT		90607	07/27/2022	221133		972.00
	001-100-570	AC SENSOR AN: U# 12459		90566	07/12/2022	221075		64.92
001	SUN HERALD	223307	08/16/2022	08/10/2022			38.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: NANOFILTRATION PLANT		138531	07/31/2022	221011		38.10
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	223309	08/16/2022	08/10/2022			962.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-500	HP 962XL/962HY B/C/Y/M		3513131598	07/21/2022	221108		115.85
	001-170-500	HP 951XL CYN HY CARTRIDGE		3513131598	07/21/2022	221108		31.61
	001-170-500	HP 951XL YEL HY CARTRIDGE		3513131598	07/21/2022	221108		31.61
	001-170-500	HP 951XL MAG HY CARTRIDGE		3513131598	07/21/2022	221108		31.61
	001-170-500	HP 950XL BLK HY CARTRIDGE		3513131598	07/21/2022	221108		40.65
	001-170-500	MTHLY INDEX TABS 6 SETS		3513131598	07/21/2022	221108		20.78
	001-170-500	EPSON T502 3/PK C/M/Y INK		3513131598	07/21/2022	221108		38.95
	001-170-500	67LB CARD STOCK 8.5X11 (2P		3513131598	07/21/2022	221108		23.38
	001-170-500	SHARPIE FINE 12PK		3513131598	07/21/2022	221108		7.43
	001-170-500	POST-IT POP UP 3X3		3513131598	07/21/2022	221108		29.90

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	223309	08/16/2022	08/10/2022			962.48	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	INVISIBLE TAPE 16PK	3513131598	07/21/2022	221108		20.50	
	001-170-500	SHARPIE HI-LGHTER YEL 12PK	3513131598	07/21/2022	221108		6.51	
	001-170-500	ZEBRA Z-GRIP MED BLK 24PK	3513131598	07/21/2022	221108		8.28	
	001-170-500	THERMAL LAMINATE POUCH 100PK	3513131598	07/21/2022	221108		17.63	
	001-170-500	CS COPY PAPER 8.5X11 (2)	3513131598	07/21/2022	221108		215.50	
	001-170-500	CS COPY PAPER 11X17 (2)	3513131598	07/21/2022	221108		120.30	
	001-170-500	CARBONLESS RECEIPT BK (3)	3513131598	07/21/2022	221108		23.28	
	001-170-500	WESTCOTT 8" SS SCISSOR 3PK	3513131598	07/21/2022	221108		4.62	
	001-170-500	JUMBO PAPER CLIP 1000 CNT	3513131598	07/21/2022	221108		6.62	
	001-170-500	SHARPIE FINE RED 12PK	3513131598	07/21/2022	221108		7.43	
	001-170-500	CARD SZ LAMINATE POUCH 100PK	3513131598	07/21/2022	221108		9.40	
	001-170-500	ECO .5" 3RING BINDER WHT 12PK	3513131598	07/21/2022	221108		37.30	
	001-170-500	STD 1" 3RING BINDER WHT 12PK	3513131598	07/21/2022	221108		43.29	
	001-170-500	EPSON T502 BLK INK	3513131598	07/21/2022	221108		19.99	
	001-100-500	AVERY FILE LABELS WT (2)	3513498761	07/26/2022	221129		4.36	
	001-100-500	FILE FOLDERS LTR 250BX (2)	3513498761	07/26/2022	221129		45.70	
001	CUPIT SIGNS OF MISSISSIPPI INC	223311	08/16/2022	08/10/2022			347.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-615	12X18 MTL SIGN:DO NOT FEED(6)	34653A	08/03/2022	220999		143.94	
	001-170-615	12X18 MTL SIGN: NO SKATEBOARD	34653A	08/03/2022	220999		23.99	
	001-170-615	12X18 MTL SIGN: PARK RULES(4)	34652A	08/03/2022	220997		95.96	
	001-170-615	6X9 MTL SIGN: ON CAMERA (4)	34652A	08/03/2022	220997		35.96	
	001-170-615	12X18 MTL SIGN: RESERVTVNS (2)	34652A	08/03/2022	220997		47.98	
001	WARING OIL COMPANY LLC	223312	08/16/2022	08/10/2022			4,501.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-525	87 OCTANE GAS: 1250 GALS	166196	08/04/2022	221190		4,487.50	
	001-092-525	COMPLIANCE FEE	166196	08/04/2022	221190		13.88	
001	THE GULF COMPANIES INC	223314	08/16/2022	08/10/2022			306.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-559	33GAL HD CAN LINER 100/CS (10)	0939763-IN	07/25/2022	221128		300.00	
	001-201-559	FUEL CHARGE	0939763-IN	07/25/2022	221128		6.00	
001	COURTESY MOTORS INC	223319	08/16/2022	08/10/2022			39,347.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-740	FORD EXPEDITION SSV # 04770	59077	08/08/2022	220054		38,962.00	
	001-100-740	BLK RUNNING BOARDS: HIDTA	59077	08/08/2022	220054		385.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	223321	08/16/2022	08/10/2022			2,327.15	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	HI-LITE GN XII BODY ARMOR	22247	07/13/2022	220914		585.00	
	001-100-535	MIDNT FRNT UNI POCKET MOLLE	22247	07/13/2022	220914		210.60	
	001-100-535	DOUBLE MAG CASE	22247	07/13/2022	220914		39.00	
	001-100-535	HANDCUFF CASE	22247	07/13/2022	220914		39.00	
	001-100-535	UNIVERSAL RADIO CASE	22247	07/13/2022	220914		39.00	
	001-100-535	DOUBLE MAG CASE	22330	07/21/2022	220914		39.00	
	001-100-535	HANDCUFF CASE	22330	07/21/2022	220914		39.00	
	001-100-535	UNIVERSAL RADIO CASE	22330	07/21/2022	220914		39.00	
	001-100-535	HI-LITE GN XII BODY ARMOR	22303	07/19/2022	220914		585.00	

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001	THE SOUTHERN CONNECTION POLICE SUPPLIES	223321	08/16/2022	08/10/2022			2,327.15	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	MIDNT FRNT UNI POCKET MOLLE	22303	07/19/2022	220914		210.60	
	001-100-535	BASE SHIRT SS MED NAVY (3)	22303	07/19/2022	220850		177.00	
	001-100-535	TAC PANT 32 NAVY (3)	22303	07/19/2022	220850		224.97	
	001-100-535	4 PKT TROUSER 32 NAVY	22303	07/19/2022	220850		44.99	
	001-100-535	LS SUPER SHIRT 16.5/35 NAVY	22303	07/19/2022	220850		54.99	
001	R TEE HUT LLC	223322	08/16/2022	08/10/2022			288.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	CUSTOM TEE XL GOLD (8)	1553	06/28/2022	220950		56.00	
	001-100-535	DRY FIT CUST TEE XL WHT (5)	1558	07/05/2022	221080		60.00	
	001-100-535	DRY FIT CUST TEE XL NAVY (5)	1558	07/05/2022	221080		60.00	
	001-100-535	DRY FIT PERF WEAR NAVY (5)	1558	07/05/2022	221080		50.00	
	001-100-535	PERF SHORT LG 36 NAVY (3)	1558	07/05/2022	221080		33.00	
	001-100-535	SWEATSHIRT XL NAVY	1558	07/05/2022	221080		14.00	
	001-100-535	SWEATPANT XL NAVY	1558	07/05/2022	221080		15.00	
001	AMAZON COM SALES INC	223323	08/16/2022	08/10/2022			1,861.11	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	SET 4AMP GLASS TUBE FUSE (5)	1RYNRNXXKC	07/27/2022	221141		11.15	
	001-170-634	SHIPPING	1RYNRNXXKC	07/27/2022	221141		4.88	
	001-170-500	CATALOG 6X9 KRAFT ENV 100PK	1WKL6CWFQV	07/23/2022	221117		11.26	
	001-170-500	9X12 CLASP KRAFT ENV 100PK(2)	1WKL6CWFQV	07/23/2022	221117		29.98	
	001-170-500	30 PK BLK CERTIF HOLDER (5)	1WKL6CWFQV	07/23/2022	221117		107.25	
	001-170-500	#10 ENVELOPE 500/BX (4)	1WKL6CWFQV	07/23/2022	221117		67.92	
	001-170-500	RND KEYTAG W/LABEL 100PK (2)	1WKL6CWFQV	07/23/2022	221117		19.98	
	001-170-500	METAL BADGE CLIP 30PK (3)	1WKL6CWFQV	07/23/2022	221117		15.87	
	001-170-500	2000 CLEAR 4X6 ZIPPER BAG	1WKL6CWFQV	07/23/2022	221117		30.98	
	001-100-535	TAC PANT 36X30 KHAKI (8)	1NLRKCV4LL	07/27/2022	221139		279.92	
	001-100-500	SANDISK ULT FLAIR USB 10PK	1NLRKCV4LL	07/27/2022	221138		69.37	
	001-090-561	SAUDER 3-SHELF BKCASE CHERRY	1HVFTNTK1W	07/28/2022	221131		43.99	
	001-090-500	GEL PEN BLUE MED INK 12PK	1HVFTNTK1W	07/28/2022	221131		9.99	
	001-090-500	2 PART RECEIPT BOOK (2)	1HVFTNTK1W	07/28/2022	221131		19.82	
	001-090-500	NOTE PAD 8.5X11.75 12PK	1HVFTNTK1W	07/28/2022	221131		10.66	
	001-010-559	MS CRIMINAL PRAC & PROC BK	1F96R4WXY1	08/01/2022	221155		150.00	
	001-100-559	S&W HANDCUFFS 100 STD (10)	1WTMVVXNP1	08/07/2022	221187		299.90	
	001-100-559	ADHSV PHONE WALLET 3PK (13)	1WTMVVXNP1	08/07/2022	221187		73.71	
	001-100-559	25PC VERT 2 CARD ID HLDR(2)	1WTMVVXNP1	08/07/2022	221187		62.97	
	001-100-559	BREAKAWAY LANYARD 50PK (2)	1WTMVVXNP1	08/07/2022	221187		65.98	
	001-090-535	COLUMBIA JACKET 4XLT BLK	1KVQ3T1XLP	08/06/2022	221209		44.99	
	001-090-535	COLUMBIA JACKET LG BLK	1KVQ3T1XLP	08/06/2022	221209		39.99	
	001-090-535	COLUMBIA JACKET XL BLK	1KVQ3T1XLP	08/06/2022	221209		44.99	
	001-090-535	COLUMBIA JACKET 5XL BLK	1KVQ3T1XLP	08/06/2022	221209		39.99	
	001-090-535	COLUMBIA JACKET 2XL (2)	1KVQ3T1XLP	08/06/2022	221209		79.98	
	001-090-535	COLUMBIA JACKET M BLK (2)	1KVQ3T1XLP	08/06/2022	221209		83.24	
	001-090-535	COLUMBIA JACKET 3XLT BLK	1KVQ3T1XLP	08/06/2022	221209		55.98	
	001-205-559	MIGHTY MAX BATT 12V JUMPBOX	1KVQ3T1XND	08/07/2022	221208		59.39	
	001-205-559	12V CLIP ON PORTABLE FAN	1KVQ3T1XND	08/07/2022	221208		20.99	
	001-205-559	SHIPPING	1KVQ3T1XND	08/07/2022	221208		5.99	

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001	CANNON MPN LLC	223324	08/16/2022	08/10/2022			846.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	LABOR: INSTALL ABS CONT MOD		497726	07/26/2022	221135		223.50
	001-100-638	AFTER MRKT ABS CONTROL MODULE		497726	07/26/2022	221135		573.30
	001-100-638	SUPPLIES:2011 CROWNVIC 124401		497726	07/26/2022	221135		50.00
001	OCCUPATIONAL HEALTH CENTER INC	223325	08/16/2022	08/10/2022			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP DRUG SCRIN: CARTER,J		288394	08/04/2022	221091		35.00
001	SPARKLIGHT	223328	08/16/2022	08/11/2022			207.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2022:#107718371		08012022	08/01/2022			207.26
001	SPARKLIGHT	223329	08/16/2022	08/11/2022			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2022 CABLE BOX:#118476316		08012022	08/01/2022			62.38
FUND TOTAL	1 Claims to	Checks	70 Total	258,033.65	Manual	Held	Total	258,033.65

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002	SEYMOUR ENGINEERING PLLC Account Number 002-655-603	223274	08/16/2022	08/10/2022			3,750.00	
			Description ENG DESIGN/BIDDING 70%	Invoice # 8510	Date 07/26/2022	P.O.	Amount	3,750.00
FUND TOTAL	2 Claims	to	Checks	1 Total	3,750.00 Manual	Held	Total	3,750.00

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156	SOLAR CONTROL INC	223316	08/16/2022	08/10/2022			560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	35% TINT FR WINDOWS: #13074		072522	07/29/2022	221140		140.00
	156-100-799	35% TINT FR WINDOWS: #13096		072522	07/29/2022	221140		140.00
	156-100-799	35% TINT FR WINDOWS: #12740		072522	07/29/2022	221140		140.00
	156-100-799	35% TINT FR WINDOWS: #13634		072522	07/29/2022	221140		140.00
156	COURTESY MOTORS INC	223320	08/16/2022	08/10/2022			40,839.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	FORD EXPEDITION SSV #20414		59076	08/08/2022	220780		38,962.00
	156-100-799	HVY DUTY TOW PKG		59076	08/08/2022			1,492.00
	156-100-799	BLACK RUNNING BOARDS		59076	08/08/2022			385.00
FUND TOTAL 156 Claims	to	Checks	2 Total	41,399.00	Manual	Held	Total	41,399.00

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176	SINGING RIVER ELECTRIC COOPERATIVE	223231	08/16/2022	08/05/2022			3,763.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	07192022	07/27/2022			3,100.72
	176-170-631	HOUSE	76855002	07192022	07/27/2022			49.84
	176-170-631	SSP WELCOME CENTER	108928002	07192022	07/27/2022			588.33
	176-170-631	DUMP STATION	109931001	07192022	07/27/2022			25.10
176	FUELMAN	223264	08/16/2022	08/08/2022			116.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP62592354	08/01/2022			116.30
176	BAY ICE COMPANY INC	223283	08/16/2022	08/10/2022			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUL 2022 BOX RENTAL		663922	07/31/2022			50.00
176	LOWES HOME CENTERS INC	223285	08/16/2022	08/10/2022			223.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	24" HAND RAIL: BATHHOUSE		901759	06/29/2022			99.08
	176-170-559	4X4X8 #2 GRADE: SIGN POSTS		901809	06/29/2022			20.30
	176-170-559	4X4X8 #2 GRADE: SIGN POSTS		901717	06/29/2022			60.84
	176-170-559	2PK ALLERGEN FILTER		902196	07/06/2022			21.83
	176-170-559	GE LED 100W BULB: PAVILION		901306	07/06/2022			13.29
	176-170-635	THERMOSTAT: RANGER HOUSE		901591	07/07/2022			24.69
	176-170-635	CR ON ACCT		07232022	07/23/2022			-16.51
176	MORRELL MANUFACTURING, INC	223315	08/16/2022	08/10/2022			934.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-519	OUTDOOR ARCHERY TARGET (13)		252443	07/27/2022	221118		934.89
FUND TOTAL 176 Claims		to	Checks	5 Total	5,088.70	Manual	Held	Total 5,088.70

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400	SINGING RIVER ELECTRIC COOPERATIVE	223232	08/16/2022	08/05/2022			567.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	GAU/VAN LFT STN 3305	114260001	07192022	07/27/2022			504.17
	400-651-631	GAUTR/VANC LFT STN 114046001		07182022	07/26/2022			63.14
400	SINGING RIVER ELECTRIC COOPERATIVE	223233	08/16/2022	08/05/2022			9,372.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		07182022	07/26/2022			301.62
	400-651-631	LIFT STATIONS 17882		07182022	07/26/2022			2,338.52
	400-651-631	WATER WELLS 17882		07182022	07/26/2022			4,200.88
	400-651-631	CITY HALL SOUTH 17882		07182022	07/26/2022			2,531.52
400	SINGING RIVER ELECTRIC COOPERATIVE	223234	08/16/2022	08/05/2022			3,217.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		07192022	07/27/2022			223.31
	400-651-631	LIFT STNS 17883		07192022	07/27/2022			2,085.89
	400-651-631	LIFT STNS 17884		07192022	07/27/2022			908.28
400	SOUTHERN WATERWORKS SUPPLY INC	223236	08/16/2022	08/08/2022			226.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	16"X3/4" DS SADDLE		91622	07/31/2022			188.16
	400-651-581	3/4" CORPORATION STOP		91622	07/31/2022			38.54
400	CLEARWATER SOLUTIONS LLC	223259	08/16/2022	08/08/2022			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	AUG 2022 OPERATION FEE		GAUTIER116	08/01/2022			170,690.75
400	FUELMAN	223265	08/16/2022	08/08/2022			171.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62592354	08/01/2022			171.50
400	FUELMAN	223267	08/16/2022	08/08/2022			184.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62685899	08/08/2022			184.26
400	WASTE MANAGEMENT OF MS-GLF COAST INC	223269	08/16/2022	08/09/2022			2,730.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL OFF TIMBERLANE		7406547685	08/01/2022			2,730.13
400	SEYMOUR ENGINEERING PLLC	223275	08/16/2022	08/10/2022			10,050.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	MDOT PERMIT: SHELTER WTR MN		8509	07/26/2022			1,300.00
	400-651-603	ENG DESIGN 75%		8509	07/26/2022			8,750.00
400	SEYMOUR ENGINEERING PLLC	223276	08/16/2022	08/10/2022			6,520.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	TAMPICA: FINAL PLANS		8511	07/26/2022			317.50
	400-650-603	WOODVILLE: DESIGN WORK		8511	07/26/2022			3,640.00
	400-650-603	HOMESTEAD: TOPOGRAPHIC SURVEY		8511	07/26/2022			1,512.50
	400-650-603	HICKORY HILL GOMESA APP		8511	07/26/2022			1,050.00

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400	ANSER	223284	08/16/2022	08/10/2022			937.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:8/3-8/31/22		277-080322	08/03/2022			500.00
	400-650-698	828 AGENT MIN 7/6-8/2/22		277-080322	08/03/2022			437.90
400	COGENT STRATEGIES LLC	223286	08/16/2022	08/10/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 8/6-9/5/22		2749	08/09/2022			7,500.00
400	LOWES HOME CENTERS INC	223287	08/16/2022	08/10/2022			31.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	WD-40(2),ANT SPRY(2);WASP SPRY		918423	06/27/2022			31.64
400	HENZE ENTERPRISES INC	223289	08/16/2022	08/10/2022			1,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	4YDS RAP: HONDURAS X-CULVERT		31326	08/01/2022			160.00
	400-651-683	8YDS RAP: SIMPSON CULVERTS		31326	08/01/2022			320.00
	400-651-683	4YDS RAP: HOMESTEAD STORM DRN		31326	08/01/2022			160.00
	400-651-683	16YDS RAP: STORM DRAIN WORK		31326	08/01/2022			640.00
400	MPI GO BOND S2019 CONSTRUCTION FUND	223291	08/16/2022	08/10/2022			59,803.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR DMR WIRE TO FUND 304		08042022	08/04/2022			59,803.50
400	COG DEPOSITORY ACCOUNT	223292	08/16/2022	08/10/2022			139,300.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JUL 2022 GARBAGE PMTS		07312022	07/31/2022			139,300.60
400	CAN'T MISS EMBROIDERY	223296	08/16/2022	08/10/2022			119.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	EMBROIDER LOGO: 14 SHIRTS		221151	07/29/2022	221151		119.00
400	TEAM ONE COMMUNICATIONS INC	223297	08/16/2022	08/10/2022			109.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	ADD MALE CONNECTOR: MR LAPTOP		9080179681	07/13/2022	221086		52.25
	400-650-559	ADD CRIMP CONNECTOR:MR LAPTOP		9080179741	07/20/2022	221092		57.25
400	COAST CHLORINATOR & PUMP CO INC	223306	08/16/2022	08/10/2022			2,249.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	KIT PM REMOTE METER		74576	07/27/2022	221094		52.00
	400-651-581	TUBING CONN 3/8X1/4		74576	07/27/2022	221094		28.00
	400-651-581	SHOP LABOR S/N: 0504		74576	07/27/2022	221094		75.00
	400-651-581	KIT PM REMOTE METER		74576	07/27/2022	221094		52.00
	400-651-581	TUBING CONN 3/8X1/4		74576	07/27/2022	221094		28.00
	400-651-581	SHOP LABOR S/N: 1364		74576	07/27/2022	221094		75.00
	400-651-581	KIT PM REMOTE METER		74576	07/27/2022	221094		52.00
	400-651-581	TUBING CONN 3/8X1/4		74576	07/27/2022	221094		28.00
	400-651-581	SHOP LABOR S/N: 0860		74576	07/27/2022	221094		75.00
	400-651-581	REMOTE METER KIT		74576	07/27/2022	221094		82.00
	400-651-581	SHOP LABOR S/N: 14587		74576	07/27/2022	221094		90.00

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400	COAST CHLORINATOR & PUMP CO INC	223306	08/16/2022	08/10/2022			2,249.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	PM KIT AUTO SWITCHOVER MODULE	74576	07/27/2022	221094		118.00	
	400-651-581	TUBING CONN 3/8X1/4	74576	07/27/2022	221094		42.00	
	400-651-581	SHOP LABOR S/N: 4895	74576	07/27/2022	221094		90.00	
	400-651-581	PM KIT AUTO SWITCHOVER MODULE	74576	07/27/2022	221094		118.00	
	400-651-581	TUBING CONN 3/8X1/4	74576	07/27/2022	221094		42.00	
	400-651-581	SHOP LABOR S/N: 7527	74576	07/27/2022	221094		90.00	
	400-651-581	PM KIT AUTO SWITCHOVER MODULE	74576	07/27/2022	221094		118.00	
	400-651-581	TUBING CONNECTOR 3/8X1/4	74576	07/27/2022	221094		42.00	
	400-651-581	SHOP LABOR NO S/N	74576	07/27/2022	221094		90.00	
	400-651-581	PM KIT HYDRO EJ1000 EJECT ASSY	74576	07/27/2022	221094		115.00	
	400-651-581	SHOP LABOR S/N: 17831	74576	07/27/2022	221094		95.00	
	400-651-581	PM KIT HYDRO EJ1000 EJECT ASSY	74576	07/27/2022	221094		115.00	
	400-651-581	SHOP LABOR S/N: 24410	74576	07/27/2022	221094		95.00	
	400-651-581	PM KIT HYDRO EJ1000 EJECT ASSY	74576	07/27/2022	221094		115.00	
	400-651-581	SHOP LABOR S/N: 24440	74576	07/27/2022	221094		95.00	
	400-651-581	PM KIT 500PPD MAXEJS02 HI BP	74576	07/27/2022	221094		148.00	
	400-651-581	TUBING CONN 3/8X1/4	74576	07/27/2022	221094		14.00	
	400-651-581	SHOP LABOR S/N: 1284	74576	07/27/2022	221094		70.00	
400	SOUTHERN WATERWORKS SUPPLY INC	223308	08/16/2022	08/10/2022			973.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	3/4 BRASS METER COUP NL (12)	91610	07/31/2022	221114		144.24	
	400-651-583	4" SDR26 SEWER PIPE (210)	91610	07/31/2022	221114		829.50	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	223310	08/16/2022	08/10/2022			117.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	EPSON T502 M/Y/C INK (2)	3513201502	07/22/2022	221111		77.90	
	400-650-500	EPSON T502 BLK INK (2)	3513201502	07/22/2022	221111		39.98	
400	CES COMPANY	223313	08/16/2022	08/10/2022			246.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	2P MINI CIR BRKR: FLS-1	PAS/081718	07/21/2022	221112		61.73	
	400-651-584	2P MINI CIR BRKR (3): LS SPARE	PAS/081718	07/21/2022	221112		185.19	
400	CORE & MAIN LP	223317	08/16/2022	08/10/2022			2,299.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	10.5OZ FIRE HYDRANT OIL (12)	R296241	07/29/2022	220734		409.68	
	400-651-709	POLY METER BOX W/1 3/4" (84)	R291074	07/28/2022	221137		1,890.00	
400	MUSCO-GULFPORT 1227	223318	08/16/2022	08/10/2022			2,718.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	2 AUTO HYD FLUSHER RED (1)	0751473	08/08/2022	221197		2,718.00	
400	ARISTA INFORMATION SYSTEMS INC	223326	08/16/2022	08/10/2022			4,334.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	JUL 2022 PRINTING 2067001	0005825	07/31/2022			1,154.60	
	400-650-698	JUL 2022 POSTAGE 2067001	0005825	07/31/2022			3,179.89	

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400	HUEY P STOCKSTILL LLC	223327	08/16/2022	08/10/2022			947.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	2.98 TNS ASPHALT		49832	08/05/2022			274.16
	400-651-585	7.32 TNS ASPHALT		49832	08/05/2022			673.44
400	MISSION COMMUNICATIONS LLC	223330	08/16/2022	08/11/2022			1,797.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JAMES PS		1067593	08/05/2022			359.40
	400-651-698	RENEWAL: RUE ST DENIS PS		1067593	08/05/2022			359.40
	400-651-698	RENEWAL: PAT DR PS		1067593	08/05/2022			359.40
	400-651-698	RENEWAL: CAMINO GRANDE		1067593	08/05/2022			359.40
	400-651-698	RENEWAL: CITY PARK PS		1067593	08/05/2022			359.40
FUND TOTAL 400 Claims	to	Checks	27 Total	428,497.12	Manual	Held	Total	428,497.12

Docket of Claims

Release date from 08/16/2022 thru 08/16/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	223235	08/16/2022	08/05/2022			107,862.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JUL 2022 RES GARBAGE (6412)		12433376	07/31/2022		107,862.87	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,862.87	Manual		Held	Total 107,862.87

Docket of Claims
Release date from 08/16/2022 thru 08/16/2022

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	70 Total	258,033.65 Manual	Held	Total	258,033.65
FUND 2 Claims	to	Checks	1 Total	3,750.00 Manual	Held	Total	3,750.00
FUND 156 Claims	to	Checks	2 Total	41,399.00 Manual	Held	Total	41,399.00
FUND 176 Claims	to	Checks	5 Total	5,088.70 Manual	Held	Total	5,088.70
FUND 400 Claims	to	Checks	27 Total	428,497.12 Manual	Held	Total	428,497.12
FUND 404 Claims	to	Checks	1 Total	107,862.87 Manual	Held	Total	107,862.87
Total for all Funds		Checks	106 Total	844,631.34 Manual	Held	Total	844,631.34

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

August 16, 2022

Title:

**Approval of minutes from Regular Council Meeting
held August 2, 2022**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Regular Council Meeting held August 2, 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 Regular Council Meeting held August 2, 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 16, 2022.

**Tuesday
August 2, 2022
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 2, 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
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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

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**

VII. STUDY AGENDA

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

Recess until August 16, 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, with the following revisions:

1. Remove #1 and #2 from the presentation agenda – Recognition of Police Officer/Fire Fighter of the year
2. Add Consent Agenda Item 8 – Authorization to approve and execute the Certificate of Substantial Completion for Old Spanish Trail/Gautier Vancleave Road Sewer Improvements Project

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

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.

Presentation

1. Gautier Mayor's Youth Council Swearing-In Ceremony
-



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 WARS 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



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



Gautier High School
Resurrection Catholic School
Gautier High School
Gautier High School
Gautier High School
Resurrection Catholic School
Gautier High School
Gautier High School
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Gautier High School
Gautier High School
Gautier High School
Resurrection Catholic School
Gautier High School
Gautier High School

Councilman Gollott made the motion to approve an ordinance, as presented, to assess a fee of \$1.00 for each document filed as public records, pursuant to Miss. Code Ann. §25-60-5. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 262-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

Councilman Gollott made the motion to approve the replacement of eight (8) galvanized culverts on Simpson Drive, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 167-2022

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 **Councilman Gollott**, seconded by **Councilman Jackson**, 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 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.

Councilman George made the motion to approve a Professional Services Agreement, as presented, between the City of Gautier and 46 Entertainment, Inc. 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 145-2022

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 **Councilman George**, 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 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: _____

Councilman Colledge made the motion to approve the abatement at 3309 Havill Road, Gautier, MS, as presented, with the cost of the abatement assessed as a lien to the property, with an additional penalty assessed to the property in the amount of \$1,500 or 50% of the actual cost of cleaning the property, whichever is more. 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 146-2022

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 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 **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 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.

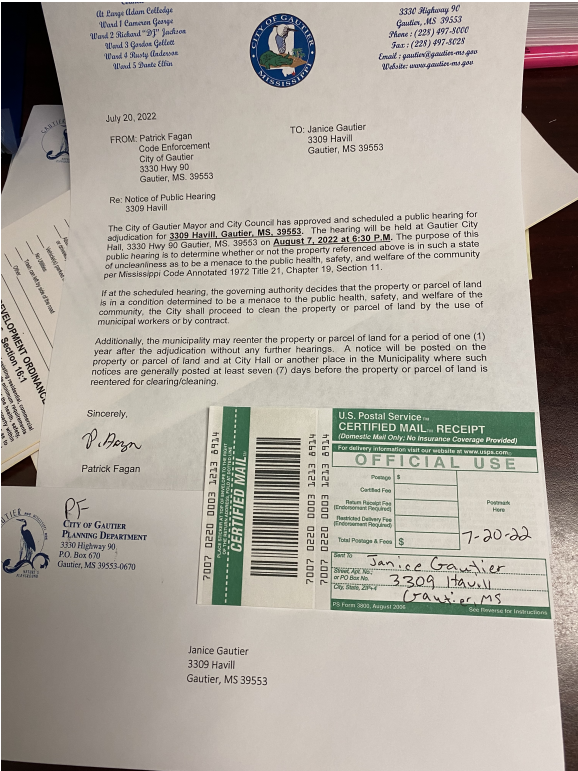
ATTACHMENTS:

1. Pictures of Property and Postings
2. Parcel Information

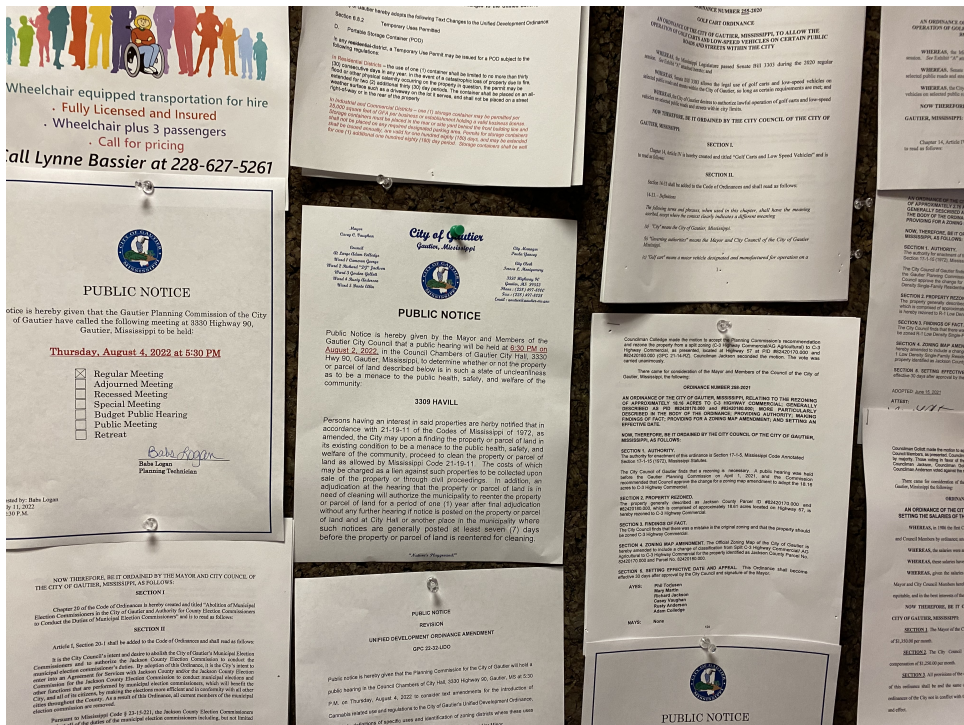
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Memorandum Public Hearing

3309 HAVILL RD ABATEMENT

POSTINGS & NOTICES



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



ABATEMENT PICTURES







PARCEL & TAX INFORMATION

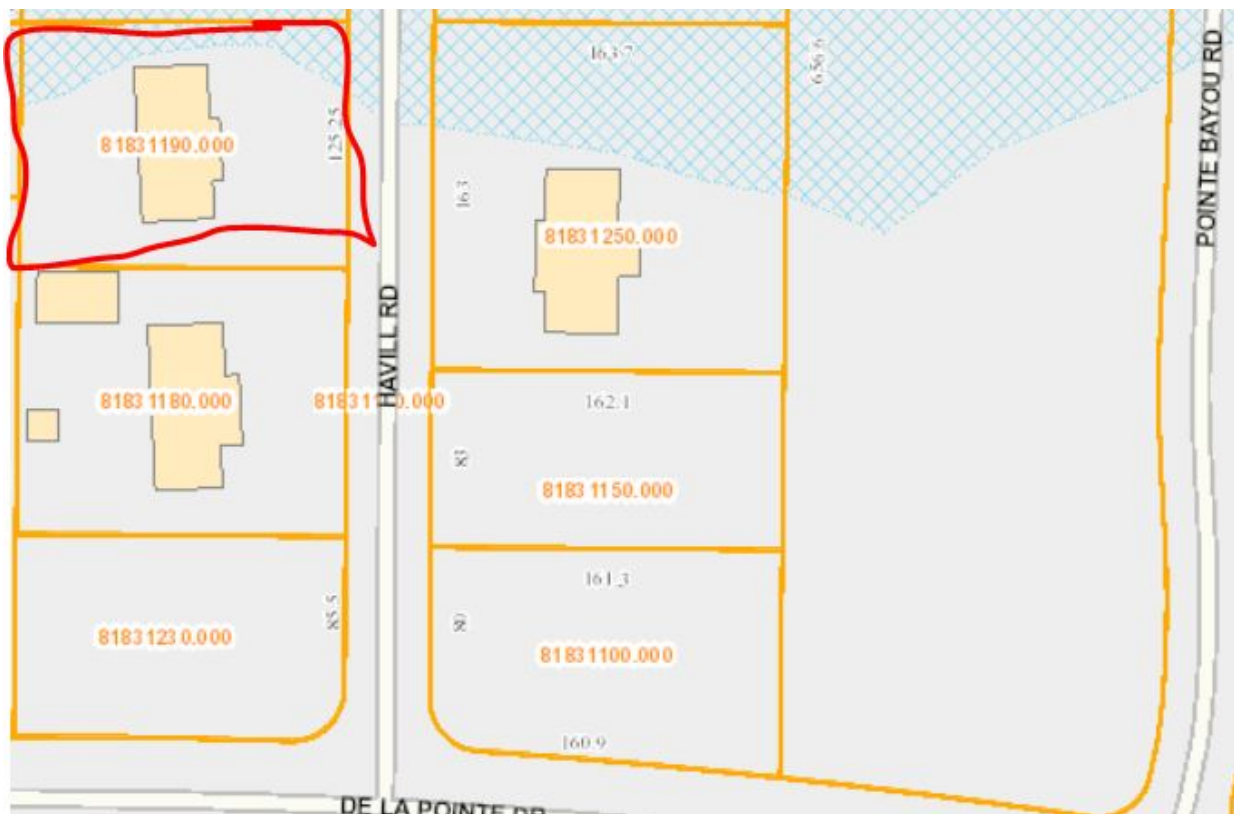
JACKSON COUNTY, MS

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

Councilman George made the motion to approve Change Order No. 4 (Summary) and the final pay application, as presented, for the Old Spanish Trail/Gautier Vancleave Road Sewer Improvement Project (RESTORE). Councilman Colledge seconded the motion. The vote passed by majority. Those in favor were Councilman Colledge, Councilman George, Councilman Jackson, Councilman Gollott, Councilman Anderson, and Councilman Elbin, with Mayor Casey Vaughan opposing.

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

ORDER NUMBER 147-2022

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

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

NAYS: Casey Vaughan

MAYOR

ATTEST:

CITY CLERK

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

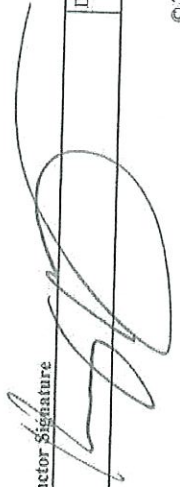
Enclosures: DNA Underground Pay Application #13 (Final)

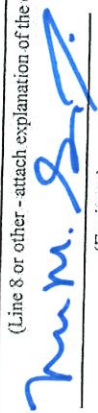
Contractor's Application for Payment No. 13 REVISED

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		1. ORIGINAL CONTRACT PRICE..... \$ \$1,838,760.00
2	\$17,950.00		2. Net change by Change Orders..... \$ \$137,776.39
3	\$34,890.00		3. Current Contract Price (Line 1 ± 2)..... \$ \$1,976,536.39
4 (summary)	\$39,060.40		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)..... \$	
TOTALS	\$137,776.39		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$1,976,536.39
NET CHANGE BY			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$1,691,507.10
CHANGE ORDERS	\$137,776.39		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: \$
is recommended by:  (Engineer) 7-28-22 (Date)
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	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)	
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	E	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	\$ 6,160.00	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													
1	CIPP 8" VCP	6875	LF	\$ 32.00	\$ 220,000.00	7401	\$ 236,832.00				\$4,900.00	164.7%	\$ (1,925.00)
2	CIPP 10" VCP	385	LF	\$ 38.00	\$ 14,630.00	385	\$ 14,630.00				\$236,832.00	107.7%	\$ (16,832.00)
3	Line Interior of Manholes	31	EA	\$ 1,725.00	\$ 53,475.00	31	\$ 53,475.00				\$14,630.00	100.0%	\$ -
4	Point Repairs	2	EA	\$ 4,750.00	\$ 9,500.00	2	\$ 9,500.00				\$53,475.00	100.0%	\$ -
Additive Alternate 2													
1	CIPP 8" VCP	7040	LF	\$ 32.00	\$ 225,280.00	6130	\$ 196,800.00				\$9,500.00	100.0%	\$ -
2	Line Interior of Manholes	30	EA	\$ 1,325.00	\$ 39,750.00	29	\$ 38,425.00	1	\$1,325.00		\$196,800.00	87.4%	\$ 28,480.00
4	Point Repairs	3	EA	\$ 4,850.00	\$ 14,550.00	3	\$ 14,550.00				\$39,750.00	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		\$ -		\$ -
	Material Claim	1	LS	\$ 37,600.99	\$ 37,600.99	1	\$ 37,600.99				\$8,275.00	100.0%	\$ -
Change Order 2													
	Odor Control Scrubber Unit	1	LS	\$ 17,950.00	\$ 17,950.00	1	\$ 17,950.00				\$37,600.99	100.0%	\$ -
Change Order 3													
											\$17,950.00	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	E	F	
Item		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)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
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

Councilman Gollott 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 Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 148-2022

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

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	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 CONST ENG & INS: #11		Invoice # 1152947	Date 07/20/2022	P.O.	Amount 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 Account Number 171-176-779	223155	08/02/2022	07/28/2022			13,065.00	
		Description DIRECTIONAL BORE 871'		Invoice # USI220861	Date 06/07/2022	P.O. 220845	Amount 13,065.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	13,065.00	Manual	Held	Total	13,065.00

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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

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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 # 8494	Date 07/14/2022	P.O.	
							Amount	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
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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

Councilman Anderson requested to pull Consent Agenda Items 4 and 5 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Items 1-3 and 6-8, 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 149-2022

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-3 and 6-8 are hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **Councilman 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 August 2, 2022.

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

ORDER NUMBER 150-2022

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 **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 August 2, 2022.

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

ORDER NUMBER 151-2022

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 **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 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>	

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

ORDER NUMBER 152-2022

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 **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 August 2, 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

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

ORDER NUMBER 153-2022

WHEREAS, the 26th 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 **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 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

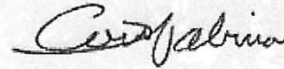
Check Amount

*****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

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

ORDER NUMBER 154-2022

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 Cumbest (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 **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 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

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

ORDER NUMBER 155-2022

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 **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 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

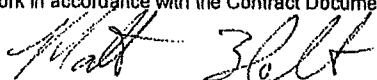
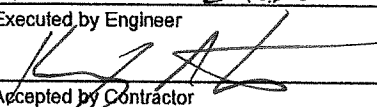
and Contractor will be granted forty-five (45) calendar days to complete said work. It is expected should the project site receive poor

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

Councilman Anderson made the motion 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. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 156-2022

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 2nd of August, 2022.

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

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

NAYS: None

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 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.

Councilman Anderson made the motion to advertise for bids, as presented, for the Water Quality and Infrastructure Sewer Project – Gautier Vancleave Road (GOMESA). Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 157-2022

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 pump station located near Robertsdale 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 **Councilman Anderson**, seconded by **Councilman Colledge**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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@seymoureng.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

Councilman Gollott made the motion to recess until August 11, 2022 at 11:00am for a Budget Work Session. Councilman Anderson 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 16, 2022.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

August 16, 2022
Receive July 2022 Privilege License Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive July 2022 Privilege License Report

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. 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 July 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 **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 16, 2022.

		City of Gautier		
		Business Registry		
		Jul-22		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1590	2023-07-0007843	M & M Bank	\$30.00	Current
1776	2023-07-0007844	New York Pizza	\$30.00	Current
1654	2023-07-0007845	Peace of Mind Homecare Service	\$20.00	Current
1076	2023-05-0007846	All About Pets	\$22.20	Delinquent
551	2023-05-0007847	Norwood Snoballs	\$22.20	Delinquent
1777		Andrea Rebilido	\$250.00	Transient
1727	2023-07-0007849	Baywood Nutrition	\$20.00	Current
1486	2023-06-0007850	Dolphin Gautier Holdings	\$33.00	Delinquent
1002	2023-07-0007851	Stuart's Spicy Business	\$20.00	Current
1329	2023-07-0007852	World Acceptance Corp	\$20.00	Current
653	2023-07-0007853	College Villa Apartments	\$20.00	Current
1735		Simple Lawn Service		Closed Business
1607	2023-07-0007854	Patrick's Fine Spirits	\$45.00	Current
1778	2023-07-0007855	Anna Kral & Assoc	\$20.00	New Business
896	2023-02-0007857	A.L.L Plumbing	\$22.80	Delinquent
5027	2023-07-0007856	Magnolia Self Storage	\$20.00	New Business
1498	2023-08-0007859	Hacia La Conquista Inc	\$20.00	Current
1525	2023-07-0007858	Casual Cuts	\$30.00	Current
685	2023-08-0007860	C West Realty	\$20.00	Current
1738		Great American Benefits, Inc.		Closed Business
1378	2023-08-0007861	Mary's Alterations & Designs	\$20.00	Current
1006	2023-08-0007862	Infinity & Beyond	\$20.00	Current
1731	2023-08-0007863	O'Pinks Sweets, Treats & More LLC	\$20.00	Current
1729	2023-07-0007866	Real Eyes	\$60.00	Current
1779	2023-07-0007864	Jerry Lee's Grocery Inc	\$20.00	Current
1444	2023-08-0007865	Jelly Doughnuts & Kolaches	\$20.00	Current
1780	2023-07-0007867	Robertson's Land & Lawncare	\$20.00	New Business
1445	2023-08-0007868	A.M.P Designs	\$20.00	Current
1781	2023-07-0007869	Exotic Nails	\$20.00	New Business
1276	2023-08-0007870	Ice Cream & More	\$20.00	Current
1716	2023-06-0007871	Bent Tree Bluff Designs	\$22.00	Delinquent
1736	2023-08-0007872	Cajun Clean Car Wash	\$30.00	Current
1417	2023-04-0007873	Redbox	\$50.40	Delinquent
1782	2023-07-0007874	MS Coastal Services LLC	\$20.00	New Business
1356	2023-03-0007875	Magically Fun Vacations	\$22.60	Delinquent
1732		SS Staffing LLC		Closed Business
566	2023-08-0007876	Burnham McKinney Pharmacy	\$62.50	Current
1226	2023-08-0007877	Preventative Medicine & Primary Care	\$20.00	Current
		Total:		
		New Business	5	
		Transient Vendor	1	
		Closed Business	3	
		Delinquent Renewals Issued	7	
		Current	22	

New Business July 2022	Business Address	Business Phone	Business Description
Ana Kral & Associates	3813 Hwy 90 Suite A	228-235-4939	Real Estate Office
Magnolia Self Storage	5118 Gautier Vancleave Rd	985-789-0963	Self Storage Facility
Jerry Lee's Groc Inc. (Business Offices)	1439 Hwy 90	228-497-2730	Business Offices
Robertson's Land & Lawncare	9027 Ferry Point Rd	228-326-4170	Home Office for Lawncare service
MS Coastal Services LLC	7512 Martin Bluff Rd	228-238-5775	Self serve car wash

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting: August 16, 2022
Title: Approval of water and sewer adjustments dated August 16, 2022 in the amount of \$11,668.88

Introduced by:
Contact Person/Telephone Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated August 16, 2022 in the amount of \$11,668.88.

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 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 August 2022 in the amount of \$11,688.88 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 16, 2022.

AUGUST 2022 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	003-01601-002		176.65	35.00			211.65	Pool Fill
	004-20501-002	157.70	276.67	35.00			469.37	Vanity
	005-08201-000		54.67				54.67	Supply line
	013-57501-002		125.06	70.00			195.06	Pool Fill
	016-05301-000		60.69				60.69	Pool Fill
	021-10001-000		183.80				183.80	Pool Fill
	023-0101-000		12.49	35.00			47.49	Hot Water Heater
	025-25751-000	203.28	324.59	35.00			562.87	Water Line
	025-27201-000		37.00				37.00	Pool Fill
	033-02701-004		120.43				120.43	Pool Fill
	036-37001-000	292.26	599.87	35.00			927.13	Theft
	039-02301-000		61.51				61.51	Pool Fill
	039-18001-003		200.00	70.00			270.00	Pool Fill
	041-05101-002		51.34	70.00			121.34	Pool Fill
	044-01801-002		60.77				60.77	Line in Wall
	056-15101-001		79.92				79.92	Pool Fill
	059-01301-000	214.46	242.85		200.00	29.01	686.32	Supply line
	062-23201-003	818.24	1,779.34	35.00			2,632.58	Supply line
	062-31201-000	205.19	481.99		300.00	35.36	1,022.54	Theft
	071-03801-001	115.38	199.35				314.73	Water Line
	077-05201-002		104.69				104.69	Pool Fill
	077-22301-000	97.72	163.63	35.00			296.35	Supply line
	080-16801-004	141.82	255.85	105.00			502.67	Water Line
	080-17201-000		186.48	35.00			221.48	Pool Fill
	080-26001-004		40.51				40.51	Pool Fill
	086-10101-005		61.69	35.00			96.69	Pool Fill
	089-19301-000	110.02	191.20				301.22	Faucet
	089-20601-007		54.28				54.28	Pool Fill
	095-15201-001		177.97	70.00			247.97	Pool Fill
	101-06901-005		54.76				54.76	Pool Fill
	105-13001-001	110.06	139.86	70.00			319.92	Water Line
	105-13151-001		45.61				45.61	Pool Fill
	110-07801-002		50.62				50.62	Pool Fill
	113-24401-003		85.01	35.00			120.01	Pool Fill
	113-38801-003		23.49				23.49	Pool Fill
	116-04201-001		168.91				168.91	Pool Fill
	137-10601-002		134.75				134.75	Pool Fill
	139-01601-000	150.63	304.48	35.00			490.11	Water Line
	139-50501-000		204.97	70.00			274.97	Pool Fill
	TOTAL	2,616.76	7,577.75	910.00	500.00	64.37	11,668.88	
	COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

August 16, 2022
Acceptance of the Certificate of Substantial Completion from J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Acceptance of the Certificate of Substantial Completion from J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.

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 was awarded an estimated \$166,031.25 (\$150,937.50 for construction and \$15,093.75 for engineering) in Emergency Watershed Protection Program grant funds; and

WHEREAS, the City constructed a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and performed debris/sediment removal and drainage improvements near Riverside Drive and Melody Drive off Martin Bluff Road; and

WHEREAS, the project is complete, and all pay applications have been paid to J.E. Talley; 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 from J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage 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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/09/2022
Subject: NRCS Emergency Watershed Protection Program Drainage Project Contract (2019 Round of Funding) – Certificate of Substantial Completion

REQUEST:

The Grants and Projects Department requests City Council acceptance of the Certificate of Substantial Completion from J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on July 6, 2020, that it had received an estimated \$166,031.25 (\$150,937.50 for construction and \$15,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The local match is \$50,312.50. Therefore, the total approved budget is \$216,343.75.

This project constructed a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and performed debris/sediment removal and drainage improvements near Riverside Drive and Melody Drive off Martin Bluff Road.

DISCUSSION:

This project is complete, and all pay applications have been paid to J.E. Talley. Talley has executed the Certificate of Substantial Completion. Seymour Engineering has reviewed and executed the Certificate of Substantial Completion and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council accept the Certificate of Substantial Completion from J.E. Talley Construction for the 2019 Emergency Watershed Protection Program drainage project.

The City Council may:

1. Approve acceptance of the Certificate of Substantial Completion, as presented; or
2. Not approve acceptance of the Certificate of Substantial Completion, as presented.

ATTACHMENTS:

1. Substantial Completion Signed

Certificate of Substantial Completion

Project: 2020 NRCS Sites Beasley Road and Riverside Drive	Owner: City of Gautier	Owner's Contract No.:
Contract: City of Gautier 2020 NRCS Sites Beasley Road and Riverside Drive		Date of Contract: 2-2-2021
Contractor: J.E. Talley Construction, Inc., 1711 Prospect Avenue, Pascagoula, MS 39567		Engineer's Project No.: 20-066.02

This tentative [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions:

August 24, 2021

Date of Substantial Completion

The Work 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 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:

N/A

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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.



9/14/2021

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date



September 14, 2021

Mrs. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Substantial Completion Walk-Through Punch List
2020 NRCS Sites Beasley Road and Riverside Drive

Dear Mrs. Yancey,

Listed below are the punch list items to be completed for the 2020 NRCS Sites Beasley Road and Riverside Drive project.

Punch List Items:

1. Repair failing concrete section of the ditch at Beasley
2. Grouting Headwalls
3. Any additional comments per final walk through with Norman Patterson of USDA

Sincerely,

SEYMOUR ENGINEERING

Sarah McLellan, E.I.
Project Manager

Cc: April Stennett, Grants and Project Administrator

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

Council Meeting:

August 16, 2022

Title:

Approval of a Nunc Pro Tunc revision to pages 14 and 15 of the Recessed Council Meeting Minutes held July 19, 2022

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of a Nunc Pro Tunc revision to pages 14 and 15 of the Recessed Council Meeting Minutes 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, on July 19, 2022, the Mayor and Council for the City of Gautier approved a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District; and

WHEREAS, on August 2, 2022, the Mayor and Council for the City of Gautier approved the minutes from Recessed Council Meeting on July 19, 2022, as presented; and

WHEREAS, it has now come to the attention of the City of Gautier that the written motion for this item was not specified and it is desirable to now appropriately correct the motion for the Recessed Council Meeting Minutes held July 19, 2022, in the appropriate form.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the correct, written motion for this item is hereby approved, nunc pro tunc, and is fully set forth herein.

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 16, 2022.

EXHIBIT A

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 are to be made upon the exterior façade per Gautier Agricultural Company, LLC's presentation. 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 or deny) 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
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

August 16, 2022
Authorization to remove broken office equipment from the City of Gautier's inventory

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove broken office equipment from the City of Gautier's Inventory

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN OFFICE EQUIPMENT FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following office equipment and furniture be removed from inventory and declared surplus:

- Fujitsu Scanner (City Hall) – Asset #063
- GBC Bates Electric Hole Punch (Planning Dept.) – Asset #060
- (Staples) Electric Paper Shredder (Planning Dept.) – Asset #2301
- HP Officejet Printer 8710 (Utility Department) – Asset #2475

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

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

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 16th of August, 2022.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 08/09/2022
Subject: Resolution to remove broken equipment from City Hall, Utility and Planning departments inventory.

REQUEST:

City Council authorization is requested by the City Clerk Department to remove a Fujitsu scanner asset number 063 located in City Hall, GBC Bates electric hole punch asset number 060 located in planning, Staples brand electric paper shredder asset number 2301 located in planning and a HP Officejet Printer 8710 asset number 2475 located in the Utility Department from the City of Gautier's inventory and discard.

BACKGROUND:

The City Clerk's Department has determined that these items are no longer in working order and they have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these items from inventory so the inventory spreadsheet can be updated.

ATTACHMENTS:

**CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

August 16, 2022
**Approval of a lease purchase agreement with
Community Bank for one HIDTA 2022 Ford
Expedition**

Introduced by:
Contact Person/Telephone

David Bever 497-2486

Summary Explanation: Approval of a lease purchase agreement with Community Bank for one HIDTA 2022 Ford Expedition SSV 4X4 for the City of Gautier Police Department in the amount of \$39,347.00, with the interest rate of 3.49%.

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 Gautier Police Department desires to purchase one HIDTA 2022 Ford Expedition SSV 4X4 on state contract; and

WHEREAS, the current HIDTA vehicle has exceeded its mileage and must be replaced; and

WHEREAS, this vehicle will be a reimbursement package purchased under the High Intensity Drug Trafficking Areas (HIDTA), to provide assistance to Federal, State, Local and Tribal Law enforcement agencies; and

WHEREAS, as part of the HIDTA reimbursement package, the City receives an allowance of \$25,200 to purchase a vehicle exclusively by the officer assigned as a full-time HIDTA agenda; and

WHEREAS, the City received three quotes, with Community Bank having the lowest interest rate of 3.49%; and

WHEREAS, to minimize impact on the general budget, this purchase was budgeted as a three-year loan, where payments will not begin until FY 2023; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier hereby approves the lease purchase agreement with Community Bank for one HIDTA 2022 Ford Expedition SSV 4X4 in the amount of \$39,347.00.

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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 08/09/2022
Subject: Approval of a lease purchase agreement with Community Bank for one HIDTA 2022 Ford Expedition SSV 4x4 for the Police Department

REQUEST:

City Council approval is requested for the City to enter into a lease purchase agreement with Community Bank in the amount of \$39,347.00 at an interest rate of 3.49% for one 2022 Ford Expedition SSV 4x4. This vehicle will be the HIDTA vehicle for the Police Department.

BACKGROUND:

The City received three quotes for the lease purchase agreement with Community Bank having the best interest rate. This vehicle will be a reimbursement package purchased under the High Intensity Drug Trafficking Areas (HIDTA), to provide assistance to Federal, State, Local and Tribal Law enforcement agencies operating in areas determined to be critical drug-trafficking regions of the United States. The City of Gautier participates in the Gulf Coast HIDTA initiative. The vehicle will be purchased through a state contract.

DISCUSSION:

As part of the HIDTA reimbursement package, the City of Gautier receives an allowance of \$25,200.00 to purchase a vehicle to be used exclusively by the officer assigned as the full-time HIDTA agent. This allowance is paid quarterly at a rate of \$2,100.00 for a three-year period. This vehicle is subject to mileage limitations and must be replaced when that mileage is exceeded. It is now time to replace the current HIDTA vehicle. The initial expenditure will be offset by budgeted loan proceeds. The purchase was budgeted this way as a three-year loan. This was done to minimize the impact on the general fund budget. Payments will begin in FY 2023.

RECOMMENDATION:

Based on the interest rate of 3.49% from Community Bank, City staff recommends the City Council authorize the lease purchase agreement in the amount of \$39,347.00 with three annual payments of \$14,042 each.

ATTACHMENTS:

1. HIDTA Community Bank Quote
2. HIDTA BanCorpSouth quote LP \$39347 (7-27-2022)
3. HIDTA The First quote LP \$39347 (7-27-2022)



27 July 2022

Sherry Farabee, Deputy City Clerk
City of Gautier
3330 Hiway 90
Gautier, MS 39553

C/O Henry Fox, Community Bank

I appreciate the information you have provided and am pleased to provide you with the following lease proposal for the City of Gautier, Mississippi. This proposal is subject to final credit approval and assumes use of our standard documentation. This proposal expires 30 days from today unless previously extended in writing. **All pricing is net of applicable taxes.**

Lessee:	City of Gautier
Lessor:	BancLeasing, LLC TM and/or its Assigns
Payments Due:	Annual; in arrears
Lease Type:	Tax Exempt Bank Qualified Lease
Base Lease Term:	3 years
Equipment Category:	1 Ford Expedition SSV
Equipment Cost:	\$39,347
Annual Payments:	\$14,042
Interest Rate:	3.49%
Miscellaneous:	None
Lease Rate Adjustment:	The lease rate is fixed from the Commencement Date to the end of the initial lease term. It may be adjusted on the Commencement Date to reflect any upward change in either the Prime Rate of interest or like-term U.S. Treasuries as published in the Wall Street Journal.
Lease Accounting:	The lessee and/or its accountants are responsible for determining Lessee's accounting treatment of any lease schedule, including lease classification and tax treatment.
Additional Terms:	This quote is subject to the Lessee designating the agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

Thank you for the opportunity to work with you. Please contact me with questions or requests for additional information. I look forward to developing a mutually beneficial relationship with you.

Regards,

Bart Shaw
Senior Account Executive
BancLeasing, LLC
214.778.1847 Direct
817.875.3998 Cell
fbshaw@bancleasing.com

Agreed to & Accepted by:

Lessee: City of Gautier

Signature

Date

Name

Title

Toll Free 877.274.5327, Ext. 1847



7/29/2022

Sent via: sfarabee@gautier-ms.gov

City of Gautier, MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Gautier, MS
3. Equipment Description: One (1) New 2022 Ford Expedition
4. Equipment Cost: \$39,347.00
5. Lease Term: 3 annual payments
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

3 annual payments @ \$14,223.74 arrears
7. Lease Rate: 4.09%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to increase in **prime rate above 5.50% (currently 4.75%)**. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 8/20/2022. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@BXS.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



07/27/2022

Sherry Farabee, Deputy City Clerk
City of Gautier
3300 Hwy 90
Gautier, MS 39553

Re: Commitment letter for capital lease

To whom it may concern:

This is to confirm that The First Bank has approved a capital lease in the amount of **\$39,347.00** for the purchase of a **2022 Ford Expedition SSV 4x4** under the following terms and conditions:

Borrowers:	City of Gautier
Structure:	36 month straight amortization
Rate:	4.78% - <i>**Rate quote is valid for 45 days & assumes obligation qualifies for Tax- Exempt status**</i>
Property Address:	N/A
Collateral:	The First will NOT be listed as lienholder on vehicle title
Appraisal:	N/A
Title work:	N/A
Insurance:	The Bank will require borrower to have full coverage on all vehicles with Bank named as loss payee.
Flood Insurance:	N/A
Taxes and Insurance:	N/A

The terms outlined in this letter represent the basic structure of this transaction. It is not intended to be all inclusive.

Sincerely,

Seth Randle
VP / Pascagoula Market Manager

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

August 16, 2022
Approval of an addendum to Delta Computer Systems Software Support Agreement for fiscal year 2022-2023

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement. The addendum includes an increase of \$55.00 each month. The total monthly charge of \$605.00 is for the accounting software maintenance, voter registration software maintenance and privilege license system support for the upcoming fiscal year 2022-2023.

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 has previously entered a contract with Delta Computer Systems, Inc. for computer software customer support; and

WHEREAS, annual renewal is required for continued services under this agreement; and

WHEREAS, the renewal and addendum require an increase in the monthly rate by \$55.00, for a total monthly charge of \$605.00; and

WHEREAS, the City Council hereby finds that contract renewal and approval of the addendum are in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum to the Computer Software Support Agreement with Delta Computer Systems, Inc., that includes a \$55.00 monthly increase for the upcoming fiscal year 2022-2023, 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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Queita Reddix, Purchasing Agent
Date: 8/08/2022
Subject: Approval of Delta Computer Systems, Inc. Computer Software Support Agreement Addendum.

REQUEST:

City Council approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement. The addendum includes an increase of \$55.00. The monthly charge of \$605.00 is for Accounting Software Maintenance, Voter Registration Software Maintenance and Privilege License System Support for fiscal year 2022-2023.

BACKGROUND:

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The annual renewal is required to continue services and support.

DISCUSSION:

None.

RECOMMENDATION:

City Clerk recommends the renewal of the Delta Computer Systems Software Agreement Addendum.

ATTACHMENTS:

1. Delta Computer Systems, Inc. Computer Software Support Agreement 2022



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: CITY OF GAUTIER-CITY CLERK

MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2022 These charges will be billed on 9/15/2022 due for payment 10/ 1/2022.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	09/2021	390.00	430.00	
2495	Privilege License System Support	09/2021	160.00	175.00	
IVMCBP03(1)		TOTAL:	550.00	605.00	MONTHLY

Agreed this _____ day of _____, 2022.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553



Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____,

CITY OF GAUTIER

Client Name

Client Signature

Printed Name

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

August 16, 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.: Heflin Engineering - \$1,000, Silver 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	☐
☐		☐		☐		☐		☐	

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 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 Heflin Engineering (\$1,000) 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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/10/2022
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. Silver Sponsor - \$1,000- Heflin Engineering

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. Heflin

HEFLIN ENGINEERING, LLC.

P.O. BOX 47
BRANDON, MS 39043-0047

1522

85-127/842
830

DATE 8/5/12

 CHECK AMOUNT
AND NOTATION

PAY
TO THE
ORDER OF

City of Gautier

\$ 1,000⁰⁰

One Thousand & 00/100

DOLLARS



 Deposit
Slips
Deposit
Slips
Deposit
Slips

FOR Cruisin - Silver Sponsorship

Quell

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

August 16, 2022
Approval of a deductive Summary Change Order for the Martin Bluff Road Sidewalk Improvements Project and approval of the final pay application

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of a deductive Summary Change Order for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) and approval of the final pay application in the amount of \$19,161.

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 was awarded a Transportation Alternatives (TA) grant for a project to construct sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision, which will tie into Martin Bluff Road widening project; and

WHEREAS, this is an 80/20 grant. The City is responsible for all Preliminary Engineering costs and at least 20% of the total project cost. Jackson County has provided funds to assist with the City's local match; and

WHEREAS, Change Order No. 1 (Summary) serves to decrease the contract value by \$85,577.04, which will reduce the contract amount from \$699,075.75 to \$613,498.71; 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, and is not made to circumvent the public purchasing statutes; and

WHEREAS, Michael Baker International has reviewed Change Order No. 1 (Summary) and recommends approval; and

WHEREAS, Michael Baker International 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 No. 1 (Summary); and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 1 (Summary) and the final pay application in the amount of \$19,161.00 for the Martin Bluff Road Sidewalk 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 16, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: August 10, 2022
Subject: Summary Change Order and Final Pay Application for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000)

REQUEST:

The Grants and Projects Department requests City Council approval of a deductive Summary Change Order for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) and approval of the final pay application in the amount of \$19,161.

BACKGROUND:

The City was awarded a Transportation Alternatives (TA) grant for a project to construct sidewalks along Martin Bluff Road from the elementary school, north to Little Bend subdivision. This will tie into the Martin Bluff Road widening project.

This is an 80/20 grant. The City is responsible for all Preliminary Engineering costs and at least 20% of the total project cost. Jackson County has provided funds to assist with the City's local match.

TA projects are eligible for funding under the Surface Transportation Block Grant (STBG) program. The FAST Act eliminates the MAP-21 Transportation Alternative Program (TAP) and replaces it with a set-aside of STBG program funding for TA projects. These set aside funds include all projects and activities that were previously eligible under TAP, encompassing 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 sidewalks improvement project came in under budget. Change Order No. 1 (summary) serves to decrease the contract value by \$85,577.04. If approved, the contract amount will be reduced from \$699,075.75 to \$613,498.71.

Michael Baker International has reviewed the documents and recommends approval of the summary change order and final pay application.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve a deductive Summary Change Order for the Martin Bluff Road Sidewalk Improvements Project (STP-9194-00(002)LPA/108009-701000) and approve the final pay application in the amount of \$19,161.

The City Council may:

1. Approve the Summary Change Order and final pay application, as presented; or
2. Not approve the Summary Change Order and final pay application, as presented.

ATTACHMENT(S):

1. Summary Change Order
2. Final Pay Application

August 10, 2022

April Stennett, Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Martin Bluff Road Sidewalk Project
STP-9194-00(002)LPA/108009-701000

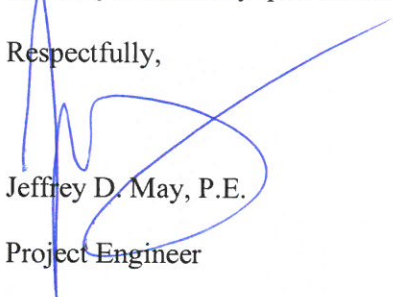
Contractor Final Pay Application 8 Final

Mrs. Stennett:

Please find attached Final Pay Application 8 submitted by Moran Hauling Inc, for work performed through February 25, 2022 on the above referenced project. We have reviewed the application, verified the quantities in the field, and hereby recommend payment to the Contractor in the amount of \$19,161.00. This application includes all labor and materials for work completed through the date indicated. Form LPA-001 has also been included. LPA-001 will need to be signed and returned. We will submit these forms and other supporting documentation to the Mississippi Department of Transportation for reimbursement of project construction costs.

Should you have any questions or comments, please do not hesitate to contact me at (228) 818-2839.

Respectfully,



Jeffrey D. May, P.E.

Project Engineer

Attachment(s)

Cc: Donny Moran, Moran Hauling, Inc.

Project file: 167294

**STATEMENT OF LOCAL PUBLIC AGENCY
PROGRESS AND FINAL ESTIMATES FOR CONSTRUCTION**

LPA-001 and LPA-002

State of Mississippi

County: Jackson

Local Public Agency (LPA): City of Gautier

Project Number: STP-9194-00(002)LPA/108009-701000

Project Description:

Project Engineer/Architect's Name: Jeff D. May

I, Jeff D. May, hereby verify for the attached estimate on the above listed project that:

- a. All computations have been checked and are correct.
- b. The final total amount allowed to the contractor is accurate and proper.
- c. The last payment to the contractor is the difference between the amount previously paid the contractor and the total amount owed to the contractor.
- d. All quantities listed are accurate and proper.
- e. I understand that payment to the contractor will be based exclusively on my signature on the LPA-001 for which I bear full responsibility.

Professional stamp/seal



Project Engineer/Architect (signature)

Sworn to and subscribed before me this 10th day of August, 2022.



Notary stamp/seal

My Commission Expires:

September 10, 2022 Katherine Gonzalez
Notary (signature)

LPA-001 v 1.2

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-9194-00(002)/108009701

Revised Apr. 02, 2009

Contractor's Estimate - Recap Sheet

Printed: 08/10/2022 10:37 am

Vendor Number	3100016398 0	Completion Date	00/00/0000
Contract ID	LSTP919400002	Time Units / Days to be Allowed	91.00
In Account With	City of Gautier 3330 Hwy 90, Gautier, MS, 39553		
FMS Contract Number	OG00001298		
Estimate Number	0008 FINAL	Period	02/01/2022 Thru
Project County: JACKSON (30)	Current Period	Previous Estimate	Total Allowed to Date
Project Number: 108009701000 [STP-9194-00(002)/108009701]			
Total Cost (Participating)	\$19,161.00	\$594,337.71	\$613,498.71
Total Cost	\$19,161.00	\$594,337.71	\$613,498.71
Project Total	\$19,161.00	\$594,337.71	\$613,498.71
% Matching Funds Deduction for LPA 20.00000 %	(\$3,832.20)	(\$118,867.54)	(\$122,699.74)
Total Net Amount Owed to LPA	\$15,328.80	\$475,470.17	\$490,798.97
Total Contract Net Work Due	\$15,328.80	\$475,470.17	\$490,798.97
Time Units / Days Used	6.250000	83.474000	89.724000
Contract % Complete (Dollars)	3.12 %	96.88 %	100.00 %
Contract % Elapsed Time	6.870000%	91.730000%	98.600000 %

Quantities Checked

Original Signed

Wise, Ethan (16-10)

Jeff May

Project Engineer

LPA Official:

Approved:

Chief Engineer by

Original Signed

Lee Frederick, P.E.

LPA Engineer

Completion Date: 00/00/0000

Calendar Days to be Allowed: 91.00

Total Contract Bid Amount: \$699,075.75

Total Contract Current Amount: \$613,498.70

Productive Days to be Allowed: 91.000000

Total Productive Days Assessed: 89.720000

Contract % Elapsed Time (Productive Days): 98.600000 %

Progress of Project: 1.400000 %

CAD002 v 1.7

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

STP-9194-00(002)/108009701

Revised Oct. 10, 2008

Contractor's Estimate - Detail Sheet

Printed: 08/10/2022

Vendor Number			3100016398 0				Date Let		11/24/2020		MPC	Not Found	
Contract ID			LSTP919400002				Award Date		02/22/2021				
In Account With			City of Gautier 3330 Hwy 90, Gautier, MS, 39553										
Surety			Default Surety For LPA Contract										
FMS CC Number			OG00001298										
Estimate Number			0008 FINAL				Period		02/01/2022 Thru 02/25/2022				
Project Number			108009701000 STP-9194-00(002)/108009701 JACKSON (30)					Category		Roadway			
	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount			
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date		
1	0010	201-B001		Clearing and Grubbing	0.818	0.000	0.818	ACRE	2,000.00	0.00	1,636.00		
1	0020	202-A001		Removal of Obstructions	1.000	0.000	1.000	LS	5,000.00	0.00	5,000.00		
1	0030	202-B092		Removal of Curb, All Types	0.000	0.000	0.000	LF	10.00	0.00	0.00		
1	0040	202-B164		Removal of Inlet and Junction Box, All Types & Sizes	0.000	0.000	0.000	EA	1,000.00	0.00	0.00		
1	0050	202-B191		Removal of Pipe, 8" And Above	242.000	0.000	242.000	LF	9.00	0.00	2,178.00		
1	0060	203-A001	E	Unclassified Excavation, FM, AH	1,092.290	0.000	1,092.290	CY	7.00	0.00	7,646.03		
1	0070	203-EX014	E	Borrow Excavation, AH, FME, Class B5	3,202.400	0.000	3,202.400	CY	15.00	0.00	48,036.00		
1	0080	203-I002		Site Grading	11,868.400	0.000	11,868.400	SY	1.25	0.00	14,835.51		
1	0090	211-B001	E	Topsoil for Slope Treatment, Contractor Furnished	0.000	0.000	0.000	CY	20.00	0.00	0.00		
1	0100	216-B002		Solid Sodding, Centipede	3,032.150	0.000	3,032.150	SY	6.00	0.00	18,192.90		
1	0110	219-A001		Watering	140.000	40.000	140.000	KGAL	20.00	800.00	2,800.00		
1	0120	225-A001		Grassing	2.000	2.000	2.000	ACRE	3,000.00	6,000.00	6,000.00		
1	0130	225-C001		Mulch, Vegetative Mulch	6.000	3.000	6.000	TON	300.00	900.00	1,800.00		
1	0140	226-A001		Temporary Grassing	3.803	0.000	3.803	ACRE	2,400.00	0.00	9,127.20		
1	0150	234-A001		Temporary Silt Fence	8,115.000	0.000	8,115.000	LF	3.50	0.00	28,402.50		
1	0160	237-A001		Wattles, 12"	98.000	0.000	98.000	LF	2.00	0.00	196.00		
1	0170	403-A003	BA1	12.5-mm, ST, Asphalt Pavement	14.990	0.000	14.990	TON	300.00	0.00	4,497.00		
1	0180	601-B001	S	Class "B" Structural Concrete, Minor Structures	6.190	0.000	6.190	CY	1,300.00	0.00	8,047.00		
1	0190	602-A001	S	Reinforcing Steel	154.000	0.000	154.000	LBS	3.00	0.00	462.00		
1	0200	603-CA011	S	18" Reinforced Concrete Pipe, Class III	248.000	0.000	248.000	LF	40.00	0.00	9,920.00		
1	0210	603-CA026	S	24" Reinforced Concrete Pipe, Class III	24.000	0.000	24.000	LF	60.00	0.00	1,440.00		
1	0220	604-A001		Castings	0.000	0.000	0.000	LBS	7.25	0.00	0.00		

	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Final Adjusted Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0230	608-A001	S	Concrete Sidewalk, Without Reinforcement	6,317.390	21.100	6,317.390	SY	47.00	991.70	296,917.33
1	0240	907-608-C001		Detectable Warning Panels	136.000	0.000	136.000	SF	35.00	0.00	4,760.00
1	0250	609-B005	S	Concrete Curb, Special Design Header	111.500	0.000	111.500	LF	48.00	0.00	5,352.00
1	0260	613-A001		Adjustment of Castings, Gratings & Utility Appurtenances	1.000	0.000	1.000	LS	3,500.00	0.00	3,500.00
1	0270	614-A003	S	Concrete Driveway, Without Reinforcement, 6-inch Thickness	695.850	0.000	695.850	SY	73.75	0.00	51,318.94
1	0290	618-B001		Additional Construction Signs	0.000	0.000	0.000	SF	10.00	0.00	0.00
1	0310	626-H004		Thermoplastic Legend, White	13.500	13.500	13.500	SF	20.00	270.00	270.00
1	0320	626-H005		Thermoplastic Legend, White	490.000	490.000	490.000	LF	6.00	2,940.00	2,940.00
1	0330	630-A001		Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	34.220	34.220	34.220	SF	65.00	2,224.30	2,224.30
1	0340	630-C003		Steel U-Section Posts, 3.0 lb/ft	50.000	50.000	50.000	LF	20.00	1,000.00	1,000.00
Total Roadway Items										15,126.00	538,498.71
Total Participating Direct Items										15,126.00	538,498.71
Total Non-Participating Direct Items										0.00	0.00
Total Direct Items on Contract = 538,498.70					Total Direct Items					15,126.00	538,498.71
Dependent Items											
Part	Line No	Item Number	AC	Item	Total Quantities			Unit	Unit Price	Amount	
					Contract Qty	Current	Allowed-to-Date			Current	Allowed-to-Date
1	0280	618-A001		Maintenance of Traffic	1.000000	0.1614	1.0000	LS	25,000.00	4,035.00	25,000.00
1	0300	620-A001		Mobilization	1.000000	0.0000	1.0000	LS	50,000.00	0.00	50,000.00
Total Participating Dependent Items										4,035.00	75,000.00
Total Non-Participating Dependent Items										0.00	0.00
Total Dependent Items										4,035.00	75,000.00
Total Project Participating Construction Items										19,161.00	613,498.71
Total Project Non-Participating Construction Items										0.00	0.00
Total Project Construction Items										19,161.00	613,498.71
Stockpiled Material Adjustments											
	Line No	Item Number	Item Description			Adjustment Description			Current	Allowed-to-Date	
Total Participating Stockpiled Material Adjustments										0.00	0.00
Total Participating Costs (on CAD001)										19,161.00	613,498.71
Total Non-Participating Costs (on CAD001)										0.00	0.00

Project: 108009701000 STP-9194-00(002)/108009701				Total Costs (on CAD001)		19,161.00	613,498.71
Fuel And Material Adjustments							
	Line No	Item Number	Item Description	Adjustment Description	Price Difference	Current	Allowed-to-Date
Total Participating Fuel And Material Adjustments						0.00	0.00
Total Non-Participating Fuel And Material Adjustments						0.00	0.00
Total Fuel And Material Adjustments						0.00	0.00
Total Construction Cost on Contract = 613,498.70				Total Contract Net Work Due (on CAD001)		19,161.00	613,498.71

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ASSESSMENT REPORT FOR AVAILABLE WORKING DAYS

Date: 8/10/2022
Project No: STP-9194-00(002)/108009701
County: JACKSON (30)
PERIOD 2/1/2022 To 2/28/2022

February	1	0.25	17	0.25
Month	2	0.25	18	0.25
	3	0.25	19	0.25
	4	0.25	20	0.25
	5	0.25	21	0.25
	6	0.25	22	0.25
	7	0.25	23	0.25
	8	0.25	24	0.25
	9	0.25	25	0.25
	10	0.25	26	
	11	0.25	27	
	12	0.25	28	
	13	0.25	29	
	14	0.25	30	
	15	0.25	31	
	16	0.25		

TOTAL WORKING DAYS ASSESSED DURING THIS PERIOD

6.25

TOTAL WORKING DAYS PREVIOUSLY ASSESSED

83.474

TOTAL WORKING DAYS ASSESSED

89.724

TOTAL WORKING DAYS ALLOWED

91

PERCENT COMPLETE

98.60 %

Original: _____
Copies: Contractor
Project File
District Engineer

Project Engineer

FOR CONTRACTOR USE

Contractor's Signature

I ☒ Agree / ☐ Disagree with the working days assessed during this period. If disagree is marked, please provide a written explanation.

The Contractor shall sign, mark appropriate box above, and return the original to the Project Engineer with a copy to MDOT Construction Division, 401 North West Street, Jackson, MS 39201.

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE 1 OF 2

TO OWNER:

City of Gautier
3330 Highway 90
Gautier, MS 39553

Project Name: Martin Bluff
Sidewalk Improvements
Project Number: STP-9194-00(002)LPA
FMS Number:
108009-701000

APPLICATION NO 8 Final
PERIOD TO: 2/25/2022
CONTRACT DATE: 5/10/2021
PERCENT COMPLETE
COST 100.00%
TIME 98.60%

Distribution to:

☒ OWNER
☒ ENGINEER
☒ CONTRACTOR
☐
☐

FROM CONTRACTOR:

Moran Hauling Inc.
10380 Three Rivers Rd.
Gulfport, MS 39503

CONTRACT FOR: Martin Bluff Sidewalk Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$	699,075.75
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	699,075.75
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	613,498.71
5. RETAINAGE:		
a. 0 % of Completed Work	\$	0.00
(Column D + E on Continuation Sheet)		
b. % of Stored Material	\$	
(Column F on Continuation Sheet)		
Total Retainage (Lines 5a + 5b or Total in Column I of Continuation Sheet)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	613,498.71
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	594,337.71
8. CURRENT PAYMENT DUE	\$	19,161.00
9. BALANCE TO FINISH, INCLUDING RETAI (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$85,577.04
TOTALS		\$85,577.04
NET CHANGES by Change Order	(\$85,577.04)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

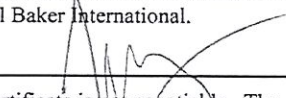
By:  Date: 8/10/22

Michael Baker International CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, Michael Baker International certifies to the Owner that to the best of the Michael Baker International's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 19,161.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
Michael Baker International.

By:  Date: 8/10/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.

APPLICATION NO: 8
APPLICATION DATE: 8/10/2022
PERIOD TO: 2/25/2022

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D1	D2	D3	E1	E2	F	G	H			
ITEM NO.	DESCRIPTION OF WORK	UNITS	UNIT PRICE	SCHEDULED VALUE	TOTAL WORK IN UNITS			TOTAL	WORK VALUE	MATERIALS	TOTAL	%	BALANCE
			OF		COMPLETE	COMPLETED	COMPLETED	COMPLETED	COMPLETED	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH
			MEASURE	VALUE	TO DATE	PREVIOUS	THIS PERIOD	PREVIOUS	THIS PERIOD	STORED	AND STORED		(C - G)
					(D2+D3)	APPLICATION		APPLICATION		(NOT IN D OR E)	(D+E+F)		
201-B001	Clearing and Grubbing	3.00	ACRE	\$ 2,000.00	\$6,000.00	0.82	0.82	\$ 1,636.00	\$ -	\$ -	\$ 1,636.00	27.27%	\$4,364.00
202-A001	Removal of Obstructions	1.00	LS	\$ 5,000.00	\$5,000.00	1.00	1.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	100.00%	\$0.00
202-B092	Removal of Curb, All Types	50.00	LF	\$ 10.00	\$500.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$500.00
202-B164	Removal of Inlet and Junction Box, All Types & Sizes	2.00	EA	\$ 1,000.00	\$2,000.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$2,000.00
202-B191	Removal of Pipe, 8" And Above	80.00	LF	\$ 9.00	\$720.00	242.00	242.00	\$ 2,178.00	\$ -	\$ -	\$ 2,178.00	302.50%	(\$1,458.00)
203-A001	Unclassified Excavation, FM, AH	1,800.00	CY	\$ 7.00	\$12,600.00	1,092.29	1,092.29	\$ 7,646.03	\$ -	\$ -	\$ 7,646.03	60.68%	\$4,953.97
203-EX014	Borrow Excavation, AH, FME, Class B5	2,200.00	CY	\$ 15.00	\$33,000.00	3,202.40	3,202.40	\$ 48,036.00	\$ -	\$ -	\$ 48,036.00	145.56%	(\$15,036.00)
203-T002	Site Grading	13,500.00	SY	\$ 1.25	\$16,875.00	11,868.40	11,868.40	\$ 14,835.50	\$ -	\$ -	\$ 14,835.50	87.91%	\$2,039.49
211-B001	Topsoil for Slope Treatment, Contractor Furnished	1,850.00	CY	\$ 20.00	\$37,000.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$37,000.00
216-B002	Solid Sodding, Centipede	4,000.00	SY	\$ 6.00	\$24,000.00	3,032.15	3,032.15	\$ 18,192.90	\$ -	\$ -	\$ 18,192.90	75.80%	\$5,807.10
219-A001	Watering	200.00	KGAL	\$ 20.00	\$4,000.00	140.00	100.00	\$ 2,000.00	\$ 800.00	\$ -	\$ 2,800.00	70.00%	\$1,200.00
225-A001	Grassing	4.00	ACRE	\$ 3,000.00	\$12,000.00	2.00	0.00	\$ 2,000.00	\$ -	\$ 6,000.00	\$ -	50.00%	\$6,000.00
225-C001	Mulch, Vegetative Mulch	6.00	TON	\$ 300.00	\$1,800.00	6.00	3.00	\$ 900.00	\$ 900.00	\$ -	\$ 1,800.00	100.00%	\$0.00
226-A001	Temporary Grassing	4.00	ACRE	\$ 2,400.00	\$9,600.00	3.80	3.80	\$ 9,127.20	\$ -	\$ -	\$ 9,127.20	95.08%	\$472.80
234-A001	Temporary Silt Fence	12,200.00	LF	\$ 3.50	\$42,700.00	8,115.00	8,115.00	\$ 28,402.50	\$ -	\$ -	\$ 28,402.50	66.52%	\$14,297.50
237-A001	Wattles, 12"	1,000.00	LF	\$ 2.00	\$2,000.00	98.00	98.00	\$ 196.00	\$ -	\$ -	\$ 196.00	9.80%	\$1,804.00
403-A003	12.5-mm, ST, Asphalt Pavement	10.00	TON	\$ 300.00	\$3,000.00	14.99	14.99	\$ 4,497.00	\$ -	\$ -	\$ 4,497.00	149.90%	(\$1,497.00)
601-B001	Class "B" Structural Concrete, Minor Structures	9.00	CY	\$ 1,300.00	\$11,700.00	6.19	6.19	\$ 8,047.00	\$ -	\$ -	\$ 8,047.00	68.78%	\$3,653.00
602-A001	Reinforcing Steel	750.00	LBS	\$ 3.00	\$2,250.00	154.00	154.00	\$ 462.00	\$ -	\$ -	\$ 462.00	20.53%	\$1,788.00
603-CA011	18" Reinforced Concrete Pipe, Class III	224.00	LF	\$ 40.00	\$8,960.00	248.00	248.00	\$ 9,920.00	\$ -	\$ -	\$ 9,920.00	110.71%	(\$960.00)
603-CA026	24" Reinforced Concrete Pipe, Class III	40.00	LF	\$ 60.00	\$2,400.00	24.00	24.00	\$ 1,440.00	\$ -	\$ -	\$ 1,440.00	60.00%	\$960.00
604-A001	Castings	314.00	LBS	\$ 7.25	\$2,276.50	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$2,276.50
608-A001	Concrete Sidewalk, Without Reinforcement	6,710.00	SY	\$ 47.00	\$315,370.00	6,317.39	6,296.29	\$ 295,925.63	\$ 991.70	\$ -	\$ 296,917.33	94.15%	\$18,452.67
907-608-C001	Detectable Warning Panels	200.00	SF	\$ 35.00	\$7,000.00	136.00	136.00	\$ 4,760.00	\$ -	\$ -	\$ 4,760.00	68.00%	\$2,240.00
609-B005	Concrete Curb, Special Design Header	90.00	LF	\$ 48.00	\$4,320.00	111.50	111.50	\$ 5,352.00	\$ -	\$ -	\$ 5,352.00	123.89%	(\$1,032.00)
613-A001	Adjustment of Castings, Gratings & Utility Appurtenances	1.00	LS	\$ 3,500.00	\$3,500.00	1.00	1.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100.00%	\$0.00
614-A003	Concrete Driveway, Without Reinforcement, 6-inch Thickness	635.00	SY	\$ 73.75	\$46,831.25	695.85	695.85	\$ 51,318.94	\$ -	\$ -	\$ 51,318.94	109.58%	(\$4,487.69)
618-A001	Maintenance of Traffic	1.00	LS	\$ 25,000.00	\$25,000.00	1.0000	0.8386	\$ 20,965.00	\$ 4,035.00	\$ -	\$ 25,000.00	100.00%	\$0.00
618-B001	Additional Construction Signs	1.00	SF	\$ 10.00	\$10.00	0.00	0.0000	\$ -	\$ -	\$ -	\$ -	0.00%	\$10.00
620-A001	Mobilization	1.00	LS	\$ 50,000.00	\$50,000.00	1.0000	1.0000	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	100.00%	\$0.00
626-H004	Thermoplastic Legend, White	48.00	SF	\$ 20.00	\$960.00	13.50	0.00	\$ -	\$ 270.00	\$ -	\$ 270.00	28.13%	\$690.00
626-H005	Thermoplastic Legend, White	528.00	LF	\$ 6.00	\$3,168.00	490.00	0.00	\$ 490.00	\$ -	\$ 2,940.00	\$ -	92.80%	\$228.00
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	19.00	SF	\$ 65.00	\$1,235.00	34.22	0.00	\$ -	\$ 2,224.30	\$ -	\$ 2,224.30	180.11%	(\$989.30)
630-C003	Steel U-Section Posts, 3.0 lb/ft	65.00	LF	\$ 20.00	\$1,300.00	50.00	0.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	76.92%	\$300.00
				TOTAL	\$699,075.75				19,161.00	\$ 613,498.71			\$85,577.04

CHANGE ORDER

No. One (1) Final Summary

PROJECT:
Martin Bluff
Sidewalk Improvements
STP-9194-00(002)LPA
FMS Number: 108009-701000

DATE OF ISSUANCE:
10-Aug-22

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

Engineer Project No.
167294

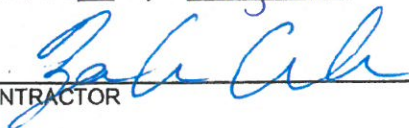
CONTRACTOR:
Moran Hauling Inc.
10380 Three Rivers Rd.
Gulfport, MS 39503

ITEM NO.	DESCRIPTION OF WORK	BID QUANTITY	UNITS OF MEASURE	UNIT PRICE	INSTALLED QUANTITY		
201-B001	Clearing and Grubbing	3.00	ACRE	\$ 2,000.00	0.82	-2.18	\$ (4,364.00)
202-B092	Removal of Curb, All Types	50.00	LF	\$ 10.00	0.00	-50.00	\$ (500.00)
202-B164	Removal of Inlet and Junction Box, All Types & Sizes	2.00	EA	\$ 1,000.00	0.00	-2.00	\$ (2,000.00)
202-B191	Removal of Pipe, 8" And Above	80.00	LF	\$ 9.00	242.00	162.00	\$ 1,458.00
203-A001	Unclassified Excavation, FM, AH	1,800.00	CY	\$ 7.00	1,092.29	-707.71	\$ (4,953.97)
203-I002	Site Grading	13,500.00	SY	\$ 1.25	11,868.40	-1,631.60	\$ (2,039.50)
216-B002	Solid Sodding, Centipede	4,000.00	SY	\$ 6.00	3,032.15	-967.85	\$ (5,807.10)
225-A001	Grassing	4.00	ACRE	\$ 3,000.00	2.00	-2.00	\$ (6,000.00)
226-A001	Temporary Grassing	4.00	ACRE	\$ 2,400.00	3.80	-0.20	\$ (472.80)
234-A001	Temporary Silt Fence	12,200.00	LF	\$ 3.50	8,115.00	-4,085.00	\$ (14,297.50)
237-A001	Wattles, 12"	1,000.00	LF	\$ 2.00	98.00	-902.00	\$ (1,804.00)
403-A003	12.5-mm, ST, Asphalt Pavement	10.00	TON	\$ 300.00	14.99	4.99	\$ 1,497.00
601-B001	Class "B" Structural Concrete, Minor Structures	9.00	CY	\$ 1,300.00	6.19	-2.81	\$ (3,653.00)
602-A001	Reinforcing Steel	750.00	LBS	\$ 3.00	154.00	-596.00	\$ (1,788.00)
603-CA011	18" Reinforced Concrete Pipe, Class III	224.00	LF	\$ 40.00	248.00	24.00	\$ 960.00
603-CA026	24" Reinforced Concrete Pipe, Class III	40.00	LF	\$ 60.00	24.00	-16.00	\$ (960.00)
604-A001	Castings	314.00	LBS	\$ 7.25	0.00	-314.00	\$ (2,276.50)
608-A001	Concrete Sidewalk, Without Reinforcement	6,710.00	SY	\$ 47.00	6,317.39	-392.61	\$ (18,452.67)
607-608-C00	Detectable Warning Panels	200.00	SF	\$ 35.00	136.00	-64.00	\$ (2,240.00)
609-B005	Concrete Curb, Special Design Header	90.00	LF	\$ 48.00	111.50	21.50	\$ 1,032.00
614-A003	Concrete Driveway, Without Reinforcement, 6-inch Thickness	635.00	SY	\$ 73.75	695.85	60.85	\$ 4,487.69
618-B001	Additional Construction Signs	1.00	SF	\$ 10.00	0.00	-1.00	\$ (10.00)
626-H004	Thermoplastic Legend, White	48.00	SF	\$ 20.00	13.50	-34.50	\$ (690.00)
626-H005	Thermoplastic Legend, White	528.00	LF	\$ 6.00	490.00	-38.00	\$ (228.00)
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	19.00	SF	\$ 65.00	34.22	15.22	\$ 989.30
630-C003	Steel U-Section Posts, 3.0 lb/ft	65.00	LF	\$ 20.00	50.00	-15.00	\$ (300.00)
						TOTAL	\$ (85,577.04)

Total Original Contract Amount: \$699,075.75
Decrease in Contract Amount: \$85,577.04
Total Revised Contract Amount: \$613,498.71

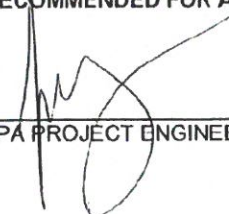
NOW, THEREFORE, WE, Moran Hauling, Inc., CONTRACTOR, and Old Republic Surety Company, SURETY, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 10 day of August, 2022.


CONTRACTOR

SURETY

RECOMMENDED FOR APPROVAL:


LPA PROJECT ENGINEER

8/10/2022
DATE

MDOT DISTRICT ENGINEER

DATE

APPROVED:

LPA OFFICIAL

Dated this ____ day of _____, 2022

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
August 16, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
