

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 6, 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 September 10th starting at 8 a.m. until 12 p.m. at George Martin City Park.
2. Tasty Thursday will be September 22nd beginning at 11am at the Singing River Mall Property.
3. The City of Gautier and Gautier First United Methodist Church will be hosting a Trunk or Treat on October 14th starting at 5pm until 7:30pm at Gautier First United Methodist Church, followed by Family Movie Night, featuring Addams Family 2, starting at 6:30pm at Gautier's Sportsplex.
4. City of Gautier's Cruisin' Through the Decades event will be October 2nd starting at 4pm until 6pm at the Singing River Mall Property, followed by a Drive-In Movie, featuring Footloose, at 6:30pm.

IV. Presentation Agenda

1. Presentation by Jeff May from Michael Baker International regarding the Martin Bluff Road Widening Project.

V. Business Agenda

1. Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2022-2023

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Adoption of a Resolution fixing the Municipal Tax Levy for FY 2022-2023

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Approval of the Master Redevelopment Plan for the Gautier Town Center and former Singing River Mall Property.**

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **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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6. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Shepard State Park RV Expansion Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. **Approval of Change Order No. 2 (Summary), final pay application, certificate of substantial completion, and other close out documents for the Town Commons Park Phase 1 project**

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

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

1. **Approval of Minutes from the Budget Work Session held August 11, 2022 and Recessed Council Meeting held August 16, 2022.**
2. **Receive July 2022 Finance Reports**
3. **Approval of Sponsorship for the 2022 Gautier Mullet & Music Festival**
4. **Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event**
5. **Request to waive the pavilion rental fee at the George Martin City Park for the First Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event**

6. **Authorization to submit three applications to MDEQ for Mississippi Municipality & County Water Infrastructure Grant Program funds and to designate April Stennett as the authorized representative.**
7. **Authorization to request matching funding from Jackson County for three grant applications to the Mississippi Municipality & County Water Infrastructure Grant Program**
8. **Resolution accepting payments administered by the Mississippi Department of Public Safety under the “Mississippi Law Enforcement and Firefighters Premium Pay Program,” for purposes of distribution to the law enforcement officers and firefighters employed by the City of Gautier**
9. **Approval of Supplemental Agreement No. 2 for the Martin Bluff Roadway Improvements Project**

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 13, 2022 at 6:00pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 6, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Gautier's Farmers Market will be September 10th starting at 8 a.m. until 12 p.m. at George Martin City Park.
2. Tasty Thursday will be September 22nd beginning at 11am at the Singing River Mall Property.
3. The City of Gautier and Gautier First United Methodist Church will be hosting a Trunk or Treat on October 14th starting at 5pm until 7:30pm at Gautier First United Methodist Church, followed by Family Movie Night, featuring Addams Family 2, starting at 6:30pm at Gautier's Sportsplex.
4. City of Gautier's Cruisin' Through the Decades event will be October 2nd starting at 4pm until 6pm at the Singing River Mall Property, followed by a Drive-In Movie, featuring Footloose, at 6:30pm.

NOTES:



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





GAUTIER PRESENTS

TASTY

THURSDAY!

22
SEP

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, SON-OF A- BUN, AND HAVENS DOWN HOME CREAMERY

SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS

Get your movie snacks & stay for the show.



A large sign with a black arrow pointing left, reading "Trunk or Treat" in white and yellow text on a purple background with white polka dots.



Illustrations of various candies and lollipops, including a purple and white swirl lollipop and several wrapped candies in purple, yellow, and orange.

Oct 14
5:00 - 7:30 pm
Gautier First
United Methodist Church



Logo for Gautier First United Methodist Church (GFUMC).

Decorated Trunks & Tons of Treats



A graphic for "Movie Night" featuring a television set displaying the Addams Family 2 cast. The text "THE ADDAMS FAMILY 2" is at the top, followed by "Movie Night" in large white letters. To the right is a bowl of popcorn. Below the TV, the date and time are listed: "Oct 14 6:30 pm" and the location "Gautier Sportsplex". At the bottom, it says "Movie + Imagination Station".

THE ADDAMS FAMILY 2
Movie Night
Oct 14
6:30 pm
Gautier Sportsplex
Movie + Imagination Station



Logo for the City of Gautier, Mississippi, featuring a pelican feeding its young in a nest.

Free family fun sponsored by Gautier First United Methodist Church & The City of Gautier.

CITY OF GAUTIER'S



Nature's Playground

Cruisin'

THROUGH THE DECADES



OCTOBER 2, 2022

CRUISE-IN 4PM DRIVE-IN MOVIE 6:30 PM

2800 HWY 90 GAUTIER, MS

THEMED MUSIC

FOOD TRUCKS

RESERVED PARKING FOR ALL CRUISERS

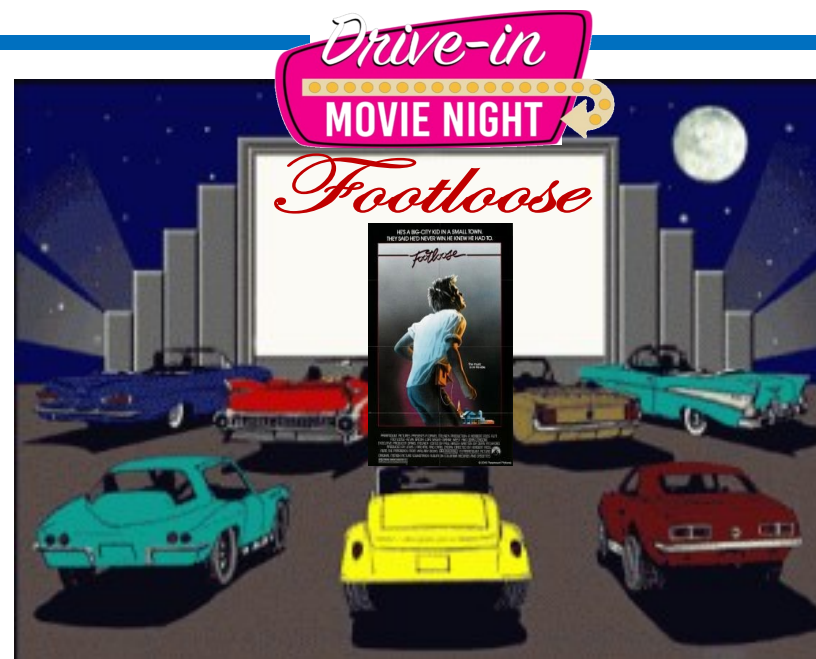


COME VIEW CLASSIC BEAUTIES!

4PM-6PM SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Giveaways for the 1st 300 Cruisers



6:30 pm Singing River Mall Property

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 6, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Presentation by Jeff May from Michael Baker International regarding the Martin Bluff Road Widening Project.

NOTES :

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

Council Meeting:
Title:

September 6, 2022
**Conduct a Public Hearing regarding the Municipal
Budget for Fiscal Year 2022-2023**

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Conduct a Public Hearing regarding Municipal Budget for Fiscal Year 2022-2023

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other/Discussion	☐
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:

City of Gautier
October 1, 2022 - September 30, 2023
Annual Budget

GENERAL FUND: FUND 001		ORIGINAL BUDGET FY 2022	PROPOSED BUDGET FY 2023
REVENUES			
Licenses & Permits	\$	108,500.00	\$ 109,000.00
Inter-Governmental Revenue:			
In Lieu of Taxes	\$	360,000.00	\$ 360,000.00
Franchise Fees	\$	132,000.00	\$ 120,000.00
General Sales Tax	\$	2,475,000.00	\$ 2,625,000.00
ABC Licenses	\$	14,500.00	\$ 16,000.00
Homestead Reimbursement	\$	105,000.00	\$ 105,000.00
Motor Fuel Tax	\$	15,000.00	\$ 15,500.00
Shared Revenues - Road Tax	\$	630,794.00	\$ 605,209.00
Shared Revenues - Recreation	\$	140,000.00	\$ 145,000.00
JCBS Inter Local Funds	\$	-	\$ -
Rail Car Tax	\$	2,800.00	\$ 2,800.00
Privilege Tax-Heavy Duty Vehicle	\$	5,500.00	\$ 7,000.00
Municipal Aid Surplus	\$	9,250.00	\$ 9,250.00
FEMA/MEMA Reimbursement	\$	159,000.00	\$ -
Fine & Forfeits	\$	400,000.00	\$ 325,000.00
Grants	\$	85,888.00	\$ 26,000.00
Surplus Property	\$	-	\$ -
Loan - Public Safety Vehicles	\$	40,000.00	\$ 240,000.00
Miscellaneous	\$	143,100.00	\$ 166,800.00
Transfer from Other Funds	\$	102,012.00	\$ -
Transfer from Solid Waste Fund	\$	300,000.00	\$ 300,000.00
Transfer from Enterprise Fund	\$	780,000.00	\$ 780,000.00
Total revenue from sources other than taxation	\$	6,008,344.00	\$ 5,957,559.00
Balance at beginning of year	\$	4,300,000.00	\$ 4,400,000.00
Total from all sources other than taxation	\$	10,308,344.00	\$ 10,357,559.00
Amount necessary to be raised by tax levy	\$	5,261,835.00	\$ 5,293,290.00
Total available cash and anticipated revenue	\$	15,570,179.00	\$ 15,650,849.00
GENERAL FUND			
EXPENDITURES			
LEGISLATIVE DEPARTMENT			
Personnel Services	\$	214,905.00	\$ 219,216.00
Supplies	\$	5,000.00	\$ 7,000.00
Other Services & Charges	\$	53,800.00	\$ 39,325.00
Total	\$	273,705.00	\$ 265,541.00
CITY COURT			
Personnel Services	\$	219,529.00	\$ 201,260.00
Supplies	\$	2,500.00	\$ 3,100.00
Other Services & Charges	\$	126,550.00	\$ 136,300.00
Capital Outlay	\$	-	\$ -
Total	\$	348,579.00	\$ 340,660.00
CITY MANAGER			
Personnel Services	\$	135,000.00	\$ 135,000.00
Supplies	\$	2,500.00	\$ 2,500.00
Other Services & Charges	\$	190,800.00	\$ 199,300.00
Total	\$	328,300.00	\$ 336,800.00
HUMAN RESOURCES			
Personnel Services	\$	64,570.00	\$ 63,828.00
Supplies	\$	4,000.00	\$ 2,500.00
Other Services & Charges	\$	10,600.00	\$ 10,600.00
Total	\$	79,170.00	\$ 76,928.00
CITY CLERK			
Personnel Services	\$	490,313.00	\$ 443,053.00
Supplies	\$	18,000.00	\$ 15,000.00
Other Services & Charges	\$	25,500.00	\$ 34,700.00
Capital Outlay	\$	3,700.00	\$ 2,500.00
Debt Service	\$	10,498.00	\$ 10,498.00
Total	\$	548,011.00	\$ 505,751.00
CITY ATTORNEY			
Other Services & Charges	\$	180,000.00	\$ 160,000.00
Total	\$	180,000.00	\$ 160,000.00
BUILDING & PLANNING			
Personnel Services	\$	428,541.00	\$ 429,175.00
Supplies	\$	20,000.00	\$ 22,500.00
Other Services & Charges	\$	67,650.00	\$ 70,000.00
Total	\$	516,191.00	\$ 521,675.00

GENERAL EXPENSES & FACILITIES			
Supplies	\$ 23,000.00	\$ 32,500.00	
Other Services & Charges	\$ 649,200.00	\$ 1,262,500.00	
Capital Outlay	\$ -	\$ 26,000.00	
Total	\$ 672,200.00	\$ 1,321,000.00	
GRANTS & PROJECTS ADMIN			
Personnel Services	\$ 178,725.00	\$ 217,038.00	
Supplies	\$ 1,800.00	\$ 1,500.00	
Other Services & Charges	\$ 50,280.00	\$ 15,670.00	
Capital Outlay	\$ 1,500.00	\$ 1,400.00	
Total	\$ 232,305.00	\$ 235,608.00	
POLICE DEPARTMENT			
Personnel Services	\$ 3,325,792.00	\$ 2,215,030.00	
Supplies	\$ 267,000.00	\$ 303,500.00	
Other Services & Charges	\$ 213,600.00	\$ 222,900.00	
Capital Outlay	\$ 158,000.00	\$ 345,000.00	
Debt Service	\$ 76,826.00	\$ 79,541.00	
Total	\$ 4,041,218.00	\$ 3,165,971.00	
FIRE DEPARTMENT			
Personnel Services	\$ 2,535,217.00	\$ 2,728,855.00	
Supplies	\$ 74,912.00	\$ 90,411.00	
Other Services & Charges	\$ 132,350.00	\$ 124,800.00	
Capital Outlay	\$ 3,000.00	\$ 80,741.00	
Debt Service	\$ 13,416.00	\$ -	
Total	\$ 2,758,895.00	\$ 3,024,807.00	
RECREATION DEPARTMENT			
Personnel Services	\$ 587,947.00	\$ 541,849.00	
Supplies	\$ 119,000.00	\$ 151,700.00	
Other Services & Charges	\$ 99,250.00	\$ 115,950.00	
Capital Outlay	\$ 34,746.00	\$ 14,100.00	
Debt Service	\$ 27,343.00	\$ -	
Total	\$ 868,286.00	\$ 823,599.00	
STREETS			
Supplies	\$ 96,000.00	\$ 85,000.00	
Other Services & Charges	\$ 269,000.00	\$ 236,300.00	
Capital Outlay	\$ 80,000.00	\$ 60,000.00	
Total	\$ 445,000.00	\$ 381,300.00	
MAINTENANCE			
Personnel Services	\$ 278,374.00	\$ 288,795.00	
Supplies	\$ 30,000.00	\$ 32,000.00	
Other Services & Charges	\$ 20,200.00	\$ 22,500.00	
Capital Outlay	\$ 5,500.00	\$ 50,000.00	
Total	\$ 334,074.00	\$ 393,295.00	
DEBT SERVICE			
Debt Service	\$ 87,454.00	\$ 87,454.00	
Total	\$ 87,454.00	\$ 87,454.00	
INTERFUND TRANSFERS			
Transfer to Other Funds	\$ 809,552.00	\$ 882,540.00	
Transfer to Health Benefit Fund	\$ -	\$ -	
Total	\$ 809,552.00	\$ 882,540.00	
TOTAL EXPENDITURES	\$ 12,522,940.00	\$ 12,522,929.00	
YEAR END BALANCE	\$ 3,047,239.00	\$ 3,127,920.00	
BALANCE	\$ 15,570,179.00	\$ 15,650,849.00	
HB1 MODERNIZATION ACT (USE TAX): FUND 002			
REVENUE			
Balance at beginning of year	\$ 430,492.00	\$ 1,018,436.07	
Use Tax Distributions	\$ 645,000.00	\$ 1,123,294.00	
Total available cash and anticipated revenue	\$ 1,075,492.00	\$ 2,141,730.07	
EXPENDITURES			
Infrastructure: Water & Sewer	\$ 250,492.00	\$ -	
Infrastructure: Streets	\$ -	\$ 1,034,378.00	
Unappropriated (Restricted)	\$ 345,000.00	\$ 1,107,352.07	
Transfers to Capital Projects	\$ 480,000.00	\$ -	
TOTAL EXPENDITURES	\$ 1,075,492.00	\$ 2,141,730.07	
YEAR END BALANCE	\$ -	\$ -	
BALANCE	\$ 1,075,492.00	\$ 2,141,730.07	

ARPA FEDERAL FUNDS SLFR22621: FUND 003**REVENUE**

Balance at beginning of year	\$	2,272,838.62	\$	3,627,788.00
Fiscal Recovery Funds 2nd Tranche	\$	2,272,838.61	\$	-
Total available cash and anticipated revenue	\$	4,545,677.23	\$	3,627,788.00

EXPENDITURES

Health & Welfare	\$	108,000.00	\$	-
Negative Economic Impact: Personnel	\$	538,074.00	\$	1,497,508.00
Revenue Replacement: Capital Outlay	\$	541,100.00	\$	130,280.00
Unappropriated (Restricted)	\$	3,358,503.23	\$	2,000,000.00

TOTAL EXPENDITURES	\$	4,545,677.23	\$	3,627,788.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	4,545,677.23	\$	3,627,788.00

MDAH SCHOOL HOUSE PROJECT: FUND 30**REVENUES**

Balance at beginning of year	\$	2,983.43	\$	1,783.43
Total available cash and anticipated revenue	\$	2,983.43	\$	1,783.43

EXPENDITURES

Supplies	\$	2,983.43	\$	1,783.43
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TOTAL EXPENDITURES	\$	2,983.43	\$	1,783.43
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	2,983.43	\$	1,783.43

\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	2,053,573.68	\$	2,007,087.24
Interest	\$	1,250.00	\$	1,200.00
MDOT Reimbursements	\$	5,767,207.00	\$	4,880,410.65
Transfer from GF Debt Service	\$	494,070.00	\$	-
Transfer from HB1 Use Tax	\$	180,000.00	\$	-
Total available cash and anticipated revenue	\$	8,496,100.68	\$	6,888,697.89

EXPENDITURES

Annual Debt Service & Fees	\$	494,070.00	\$	-
Capital Improvements	\$	8,002,030.68	\$	6,888,697.89

TOTAL EXPENDITURES	\$	8,496,100.68	\$	6,888,697.89
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	8,496,100.68	\$	6,888,697.89

LOCAL FORFEITURES: FUND 156**REVENUES**

Balance at beginning of year	\$	427,857.19	\$	276,395.10
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	427,857.19	\$	276,395.10

EXPENDITURES

Personnel Services (Overtime)	\$	64,240.00	\$	64,180.00
Capital Outlay	\$	200,000.00	\$	212,215.10

TOTAL EXPENDITURES	\$	264,240.00	\$	276,395.10
YEAR END BALANCE	\$	163,617.19	\$	-
BALANCE	\$	427,857.19	\$	276,395.10

U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	41,995.93	\$	80,762.65
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	41,995.93	\$	80,762.65

EXPENDITURES

Capital Outlay	\$	41,995.93	\$	80,762.65
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TOTAL EXPENDITURES	\$	41,995.93	\$	80,762.65
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	41,995.93	\$	80,762.65

FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	97,334.51	\$	337,780.98
Fire Insurance Rebate	\$	216,000.00	\$	115,000.00
MS Code Rebate	\$	6,000.00	\$	3,000.00
Loan Proceeds	\$	450,000.00	\$	425,000.00
Total available cash and anticipated revenue	\$	769,334.51	\$	880,780.98

EXPENDITURES			
Other Services & Charges	\$	16,343.30	\$ 18,875.79
Capital Outlay	\$	535,000.00	\$ 661,075.00
Debt Service	\$	102,754.00	\$ -
TOTAL EXPENDITURES	\$	654,097.30	\$ 679,950.79
YEAR END BALANCE	\$	115,237.21	\$ 200,830.19
BALANCE	\$	769,334.51	\$ 880,780.98

TIDELANDS GRANT FUND - FUND 171

REVENUES			
Balance at beginning of year	\$	30,000.00	\$ (5,067.90)
Grant: Shepard State Park	\$	671,308.04	\$ 824,870.30
Grant: City Park	\$	626.40	\$ -
Transfers In	\$	-	\$ -
Total available cash and anticipated revenue	\$	701,934.44	\$ 819,802.40

EXPENDITURES			
Capital Outlay: Shepard State Park	\$	701,308.04	\$ 819,802.40
Capital Outlay: Mary Walker Bayou Parks	\$	626.40	\$ -
TOTAL EXPENDITURES	\$	701,934.44	\$ 819,802.40
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	701,934.44	\$ 819,802.40

LIBRARY SUPPORT FUND: FUND 172

REVENUES			
Balance at Beginning of Year	\$	-	\$ -
Amount to be raised by tax levy	\$	125,282.00	\$ 126,031.00
Total available cash and anticipated revenue	\$	125,282.00	\$ 126,031.00

EXPENDITURES			
Other Services & Charges	\$	125,282.00	\$ 126,031.00
TOTAL EXPENDITURES	\$	125,282.00	\$ 126,031.00
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	125,282.00	\$ 126,031.00

SHEPARD STATE PARK: FUND 176

REVENUES			
Balance at beginning of year	\$	70,000.00	\$ 54,700.00
Tidelands Grant	\$	27,560.00	\$ 20,950.00
USFW Grant	\$	72,440.00	\$ 62,850.00
Other Revenue	\$	1,200.00	\$ 1,605.00
Merchandise Sales	\$	10,000.00	\$ 6,500.00
Camping Fees	\$	125,000.00	\$ 140,000.00
Admission Fees/Day Use	\$	10,000.00	\$ 10,000.00
Total available cash and anticipated revenue	\$	316,200.00	\$ 296,605.00

EXPENDITURES			
Personnel Services	\$	73,161.00	\$ 85,115.00
Supplies	\$	31,500.00	\$ 31,750.00
Other Services & Charges	\$	69,350.00	\$ 75,850.00
Capital Outlay	\$	2,500.00	\$ 3,000.00
Capital Outlay: Kayak Launch	\$	100,000.00	\$ 83,000.00
TOTAL EXPENDITURES	\$	276,511.00	\$ 278,715.00
YEAR END BALANCE	\$	39,689.00	\$ 17,890.00
BALANCE	\$	316,200.00	\$ 296,605.00

S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250

REVENUES			
Balance at beginning of year	\$	129,839.72	\$ 134,133.96
Miscellaneous - Interest	\$	150.00	\$ 200.00
Transfers In	\$	288,646.00	\$ 288,562.00
Total available cash and anticipated revenue	\$	418,635.72	\$ 422,895.96

EXPENDITURES			
Debt Service	\$	284,494.00	\$ 288,119.00
TOTAL EXPENDITURES	\$	284,494.00	\$ 288,119.00
YEAR END BALANCE	\$	134,141.72	\$ 134,776.96
BALANCE	\$	418,635.72	\$ 422,895.96

RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251

REVENUES			
Balance at Beginning of Year	\$	337,236.00	\$ 347,329.86
Miscellaneous - Interest	\$	672.00	\$ 655.00
Transfers In	\$	10,000.00	\$ 10,000.00
Total available cash and anticipated revenue	\$	347,908.00	\$ 357,984.86

EXPENDITURES			
Transfers Out (Fund 250)	\$	646.00	\$ 608.00
TOTAL EXPENDITURES	\$	646.00	\$ 608.00
YEAR END BALANCE	\$	347,262.00	\$ 357,376.86
BALANCE	\$	347,908.00	\$ 357,984.86

S2019 UTILITY REVENUE BOND DEBT SERVICE: FUND 252

REVENUES			
Balance at beginning of year	\$	241,832.05	\$ 248,242.52
Miscellaneous - Interest	\$	280.00	\$ 280.00
Transfers In	\$	384,816.00	\$ 384,866.00
Total available cash and anticipated revenue	\$	626,928.05	\$ 633,388.52
EXPENDITURES			
Debt Service	\$	378,707.00	\$ 376,638.00
TOTAL EXPENDITURES	\$	378,707.00	\$ 376,638.00
YEAR END BALANCE	\$	248,221.05	\$ 256,750.52
BALANCE	\$	626,928.05	\$ 633,388.52

RESERVE FUND - S2019 UTILITY REVENUE BOND: FUND 253

REVENUES			
Balance at Beginning of Year	\$	446,065.35	\$ 456,120.15
Miscellaneous - Interest	\$	782.00	\$ 855.00
Transfers In	\$	10,000.00	\$ 10,000.00
Total available cash and anticipated revenue	\$	456,847.35	\$ 466,975.15
EXPENDITURES			
Transfers Out (Fund 252)	\$	816.00	\$ 866.00
TOTAL EXPENDITURES	\$	816.00	\$ 866.00
YEAR END BALANCE	\$	456,031.35	\$ 466,109.15
BALANCE	\$	456,847.35	\$ 466,975.15

S2019 MPI GO BONDS DEBT SERVICE: FUND 254

REVENUES			
Balance at beginning of year	\$	-	\$ 36,638.27
Miscellaneous - Interest	\$	-	\$ 100.00
Transfers In	\$	-	\$ 298,157.00
Total available cash and anticipated revenue	\$	-	\$ 334,895.27
EXPENDITURES			
Debt Service	\$	-	\$ 298,157.00
TOTAL EXPENDITURES	\$	-	\$ 298,157.00
YEAR END BALANCE	\$	-	\$ 36,738.27
BALANCE	\$	-	\$ 334,895.27

S2020 GO REFUNDING BONDS DEBT SERV: FUND 255

REVENUES			
Balance at beginning of year	\$	-	\$ -
Transfers In	\$	-	\$ 500,383.00
Total available cash and anticipated revenue	\$	-	\$ 500,383.00
EXPENDITURES			
Debt Service	\$	-	\$ 500,383.00
TOTAL EXPENDITURES	\$	-	\$ 500,383.00
YEAR END BALANCE	\$	-	\$ -
BALANCE	\$	-	\$ 500,383.00

USDA-NRCS EMERGENCY WATERSHED: FUND 300

REVENUES			
Balance at beginning of year	\$	(88,918.95)	\$ (146,634.39)
Grant	\$	150,029.46	\$ 150,029.46
Transfers In (Enterprise)	\$	-	\$ -
Total available cash and anticipated revenue	\$	61,110.51	\$ 3,395.07
EXPENDITURES			
Other Services & Charges	\$	57,715.44	\$ -
TOTAL EXPENDITURES	\$	57,715.44	\$ -
YEAR END BALANCE	\$	3,395.07	\$ 3,395.07
BALANCE	\$	61,110.51	\$ 3,395.07

MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303**REVENUES**

Balance at beginning of year	\$	307,013.27	\$	75,678.47
MDOT Reimbursements	\$	481,570.32	\$	19,161.00
Total available cash and anticipated revenue	\$	788,583.59	\$	94,839.47

EXPENDITURES

Capital Outlay	\$	618,398.18	\$	-
Transfer Out (General Fund)	\$	102,012.64	\$	94,839.47

TOTAL EXPENDITURES

\$	720,410.82	\$	94,839.47
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YEAR END BALANCE

\$	68,172.77	\$	-
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BALANCE

\$	788,583.59	\$	94,839.47
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TOWN COMMONS PARK PROJECT: FUND 304**REVENUES**

Balance at beginning of year	\$	1,617,804.13	\$	7,883,015.35
Tidelands Grant	\$	1,234,860.98	\$	250,000.00
State Funding Allocation (SB 2948)	\$	1,000,000.00	\$	-
Interest	\$	1,000.00	\$	9,000.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	3,853,665.11	\$	8,142,015.35

EXPENDITURES

Capital Outlay	\$	3,853,665.11	\$	8,142,015.35
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TOTAL EXPENDITURES

\$	3,853,665.11	\$	8,142,015.35
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	3,853,665.11	\$	8,142,015.35
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S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305**REVENUES**

Balance at beginning of year	\$	103,534.26	\$	18,821.68
Interest	\$	1,100.00	\$	1,900.00
Transfer In (Debt Service)	\$	295,482.00	\$	-
Total available cash and anticipated revenue	\$	400,116.26	\$	20,721.68

EXPENDITURES

Capital Outlay (Recreation)	\$	46,946.72	\$	20,721.68
Contingencies - Unappropriated	\$	21,142.66	\$	-
Debt Service	\$	295,482.00	\$	-

TOTAL EXPENDITURES

\$	363,571.38	\$	20,721.68
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YEAR END BALANCE

\$	36,544.88	\$	-
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BALANCE

\$	400,116.26	\$	20,721.68
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BACOT PARK IMPROVEMENTS: FUND 307**REVENUES**

Balance at beginning of year	\$	1,532,374.70	\$	-
Total available cash and anticipated revenue	\$	1,532,374.70	\$	-

EXPENDITURES

Capital Outlay	\$	1,532,374.70	\$	-
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	1,532,374.70	\$	-
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TOWN CENTER RETAIL DEV COMPLEX: FUND 309**REVENUES**

Balance at beginning of year	\$	2,001,270.40	\$	-
MDA Restore Funds (BP)	\$	3,500,000.00	\$	-
Transfers In (General)	\$	320,000.00	\$	-
Interest	\$	600.00	\$	-
Total available cash and anticipated revenue	\$	5,821,870.40	\$	-

EXPENDITURES

Other Services and Charges	\$	321,870.40	\$	-
Capital Outlay	\$	5,500,000.00	\$	-

TOTAL EXPENDITURES

\$	5,821,870.40	\$	-
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	5,821,870.40	\$	-
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2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$	16,702.23	\$	-
Total available cash and anticipated revenue	\$	16,702.23	\$	-

EXPENDITURES

Transfers Out (Fund 355)	\$	16,702.23	\$	-
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YEAR END BALANCE

\$	-	\$	-
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BALANCE

\$	16,702.23	\$	-
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HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$	-	\$	-
MDOT Reimbursements	\$	1,162.38	\$	-
Total available cash and anticipated revenue	\$	1,162.38	\$	-

EXPENDITURES

Transfers Out (Fund 355)	\$	1,162.38	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,162.38	\$	-

WATER SUPPLY & TREATMENT PLANT: FUND 355**REVENUES**

Balance at beginning of year	\$	5,219,611.20	\$	4,798,093.79
Interest	\$	6,000.00	\$	4,000.00
Transfers In	\$	23,094.61	\$	321,563.64
Total available cash and anticipated revenue	\$	5,248,705.81	\$	5,123,657.43

EXPENDITURES

Capital Outlay	\$	5,248,705.81	\$	5,123,657.43
TOTAL EXPENDITURES	\$	5,248,705.81	\$	5,123,657.43
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	5,248,705.81	\$	5,123,657.43

2018 BOND - GENERAL CONSTRUCTION: FUND 358**REVENUES**

Balance at beginning of year	\$	5,230.00	\$	-
Total available cash and anticipated revenue	\$	5,230.00	\$	-

EXPENDITURES

Transfer Out (Fund 355)	\$	5,230.00	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	5,230.00	\$	-

OST-GV SEWER IMPROVEMENTS: FUND 360**REVENUES**

Balance at beginning of year	\$	100,037.75	\$	-
MDEQ Restore Act Grant	\$	1,346,847.50	\$	-
Total available cash and anticipated revenue	\$	1,446,885.25	\$	-

EXPENDITURES

Capital Outlay	\$	1,446,885.25	\$	-
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,446,885.25	\$	-

GV@OST to ROBERTSDALE SEWER IMPS: FUND 361**REVENUES**

Balance at beginning of year	\$	(13,700.00)	\$	-
GOMESA Funds	\$	2,668,265.00	\$	2,438,666.50
Total available cash and anticipated revenue	\$	2,654,565.00	\$	2,438,666.50

EXPENDITURES

Capital Outlay: Sanitary Sewer Lines	\$	2,654,565.00	\$	2,438,666.50
TOTAL EXPENDITURES	\$	2,654,565.00	\$	2,438,666.50
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	2,654,565.00	\$	2,438,666.50

WATER AND SEWER UTILITY FUND: FUND 400**REVENUES**

Water Sales	\$	3,850,000.00	\$	3,850,000.00
Sewer Sales	\$	2,000,000.00	\$	2,000,000.00
Wastewater Treatment Collections	\$	2,300,000.00	\$	2,300,000.00
Capacity Fee	\$	450,000.00	\$	450,000.00
Service Connections	\$	80,000.00	\$	80,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	415,000.00	\$	420,000.00
Transfers In	\$	-	\$	-
Total Revenue from All Sources	\$	9,095,000.00	\$	9,100,000.00
Balance at Beginning of Year	\$	2,650,000.00	\$	2,700,000.00
Total available cash and anticipated revenue	\$	11,745,000.00	\$	11,800,000.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	578,939.00	\$	541,083.00
Supplies	\$	21,000.00	\$	23,000.00
Other Services & Charges	\$	2,515,089.00	\$	2,509,189.00
Capital Outlay	\$	-	\$	22,000.00
Total Water & Sewer	\$	3,115,028.00	\$	3,095,272.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	275,000.00	\$	290,000.00
Other Services & Charges	\$	3,309,423.00	\$	3,536,359.00
Capital Outlay	\$	200,000.00	\$	150,000.00
Total Water & Sewer	\$	3,784,423.00	\$	3,976,359.00

OTHER

Debt Service	\$	1,065,221.00	\$	1,065,477.00
Contingency Fund	\$	200,000.00	\$	200,000.00
Transfer to General Fund	\$	780,000.00	\$	780,000.00
Transfer to Capital Project Funds	\$	-	\$	321,564.00
Transfer to Debt Service & Reserve Funds	\$	692,000.00	\$	692,000.00
Total Other	\$	2,737,221.00	\$	3,059,041.00

TOTAL EXPENDITURES

	\$	9,636,672.00	\$	10,130,672.00
YEAR END BALANCE	\$	2,108,328.00	\$	1,669,328.00
BALANCE	\$	11,745,000.00	\$	11,800,000.00

SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	80,512.55	\$	83,500.00
Garbage Collection Fees	\$	1,586,340.00	\$	1,592,640.00
Total available cash and anticipated revenue	\$	1,666,852.55	\$	1,676,140.00

EXPENDITURES

Other Services and Charges	\$	1,292,850.00	\$	1,305,000.00
Transfer to General Fund	\$	300,000.00	\$	300,000.00

TOTAL EXPENDITURES

	\$	1,592,850.00	\$	1,605,000.00
YEAR END BALANCE	\$	74,002.55	\$	71,140.00
BALANCE	\$	1,666,852.55	\$	1,676,140.00

MSB - WATER IONIZATION PROJECT: FUND 421**REVENUES**

Balance at beginning of year	\$	47,562.52	\$	47,562.52
Total available cash and anticipated revenue	\$	47,562.52	\$	47,562.52

EXPENDITURES

Capital Outlay	\$	47,562.52	\$	47,562.52
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TOTAL EXPENDITURES

	\$	47,562.52	\$	47,562.52
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	47,562.52	\$	47,562.52

RESERVE FUND - 2013 3.5 SO BOND: FUND 497**REVENUES**

Balance at Beginning of Year	\$	166,099.00	\$	166,050.76
Miscellaneous - Interest	\$	40.00	\$	45.00
Total available cash and anticipated revenue	\$	166,139.00	\$	166,095.76

EXPENDITURES

Debt Service	\$	95.00	\$	45.00
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TOTAL EXPENDITURES

	\$	95.00	\$	45.00
YEAR END BALANCE	\$	166,044.00	\$	166,050.76
BALANCE	\$	166,139.00	\$	166,095.76

RESERVE FUND-2020 UTILITY BOND REFI: FUND 498**REVENUES**

Balance at Beginning of Year	\$	254,172.00	\$	257,657.00
Miscellaneous - Interest	\$	450.00	\$	450.00
Total available cash and anticipated revenue	\$	254,622.00	\$	258,107.00

EXPENDITURES

Debt Service	\$	827.00	\$	-
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TOTAL EXPENDITURES

	\$	827.00	\$	-
YEAR END BALANCE	\$	253,795.00	\$	258,107.00
BALANCE	\$	254,622.00	\$	258,107.00

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

Council Meeting:
Title:

September 6, 2022
**Adoption of a Resolution fixing the Municipal Tax Levy
for FY 2022-2023**

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Adoption of a Resolution fixing the Municipal Tax Levy for FY 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	☐
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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:

RESOLUTION NUMBER 000-2022

**RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL
CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY,
FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR
OCTOBER 1, 2022 – SEPTEMBER 30, 2023**

BE IT RESOLVED BY the Mayor and Members of the Council of the City of Gautier, Jackson County, Mississippi:

Section 1: That for the fiscal year 2022-2023, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

For General Revenue purposes 33.89 mills on each dollar (\$1.00) valuation

Provide for general operations and improvements: 31.09 mills

Provide for Police and Fire Department operations: 2.80 mills

For Municipal Library Tax for 1.00 mill on each dollar (\$1.00) valuation

Support Library functions and programs

For Debt Service 8.11 mills on each dollar (\$1.00) valuation

Fund annual bond payments and general debt related to Public Safety

SECTION 2: This resolution shall take effect and be in force as provided by law.

SECTION 3: The City Manager and City Clerk are hereby authorized to sign any and all documents required for this purpose.

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

AYES:

NAYS:

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 6th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 6, 2022.

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

Council Meeting:
Title:

September 6, 2022
Approval of the Master Redevelopment Plan for the Gautier Town Center and former Singing River Mall Property.

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval of the Master Redevelopment Plan for the Gautier Town Center and former Singing River Mall Property.

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, by Resolution 110-2021, the City resolved to acquire the former Singing River Mall Site and redevelop same for the purposes stated in the Resolution;

WHEREAS, a redevelopment plan of the site was drafted and forwarded to Staff for review;

WHEREAS, Staff has been tasked with finalizing a Master Redevelopment Plan for the Gautier Town Center and former Singing River Mall property; and

WHEREAS, to accomplish this goal, the City engaged the services of Seymour Engineering and Allred Stolarski Architects; and

WHEREAS, the attached rendering was created through a joint effort between Seymour Engineering, Allred Stolarski Architects, and City Staff; and

WHEREAS, the Mayor and Members of the Council hereby find that approval of the attached Master Redevelopment Plan is in the best interests of the City, and consistent with the purposes set forth in Resolution 000-2021;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached Master Redevelopment Plan for the Gautier Town Center and former Singing River Mall property 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:

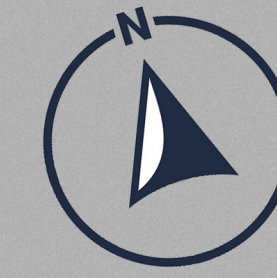
NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 6, 2022.



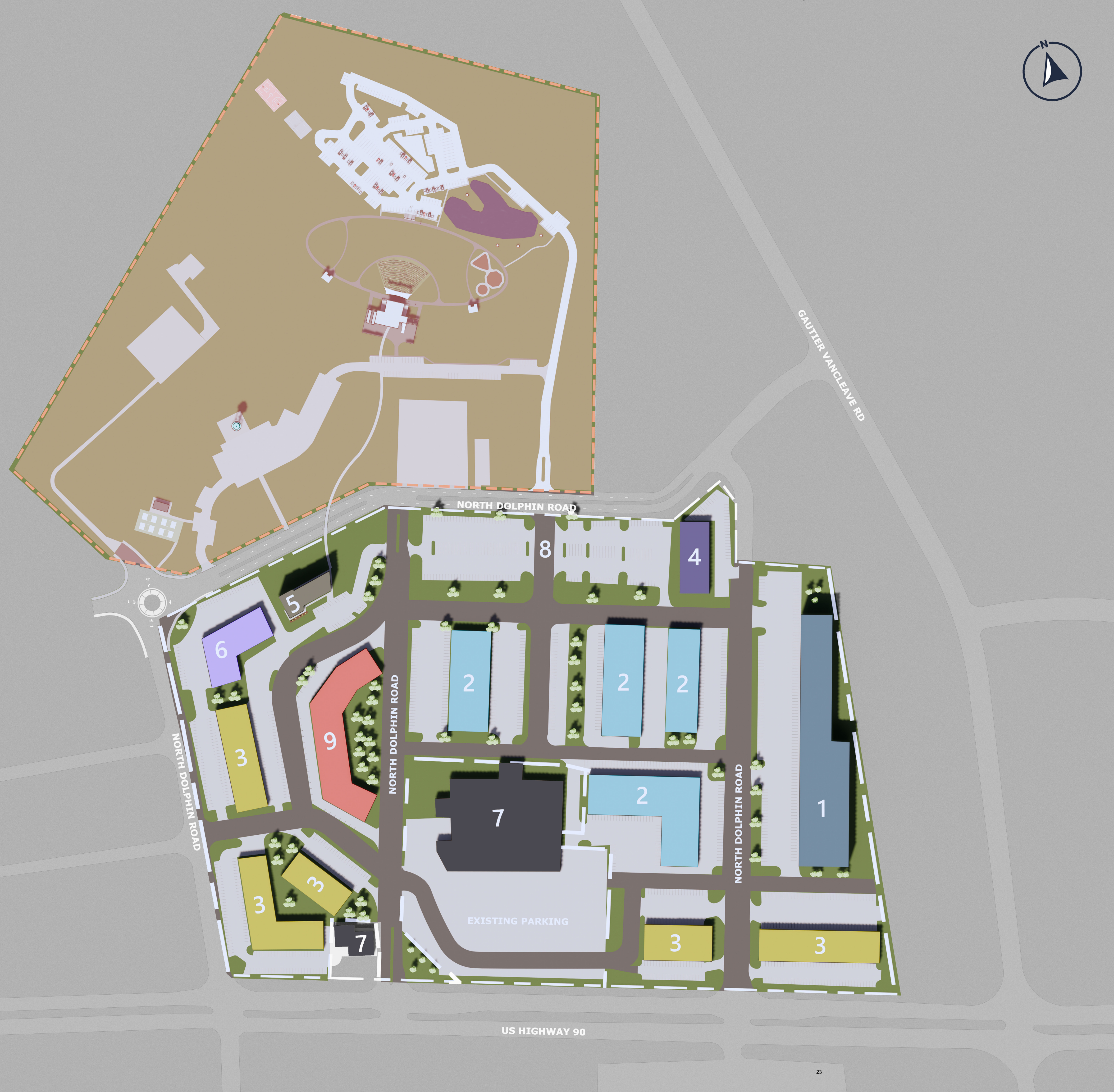
GAUTIER TOWN COMMONS MASTER PLAN

GAUTIER, MISSISSIPPI

- 1 FLEX RETAIL / SENIOR HOUSING
OFFICE / MEDICAL
- 2 MULTI-FAMILY / RETAIL
CONDO / OFFICE
- 3 COMMERCIAL
- 4 CITY HALL
- 5 NEW PERFORMING
ARTS CENTER
- 6 ENTERTAINMENT
- 7 EXISTING BUILDING
- 8 PARKING
- 9 HOSPITALITY



**allred
stolarski
architects**



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

Council Meeting:
Title:

September 6, 2022
Consideration of a Redesigned City of Gautier Seal

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Consideration of a Redesigned City of Gautier Seal 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 City of Gautier seal 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, the agency provided a logo suite to the City and, with leftover grant hours, created a coordinating seal for consideration; and

WHEREAS, if a new design is selected, the agency will provide a full seal 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 the redesigned City of Gautier seal is hereby approved and used 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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/30/2022
Subject: Consideration of a Redesigned City of Gautier Seal

REQUEST:

The Grants and Projects Department requests that City Council consider the adoption of a new City seal 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 free marketing work from Christie Fountain Advertising, Inc. in Ocean Springs. The agency provided a logo suite to the City and, with leftover grant hours, created a coordinating seal for consideration.

DISCUSSION:

Christie Fountain Advertising, Inc. provided this concept for a redesigned City of Gautier seal that coordinates and complements the newly approved city logo.

RECOMMENDATION:

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

The City Council may:

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

ATTACHMENTS:

1. GAUTIER SEAL

20741 GAUTIER SEAL REDESIGN



CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 6, 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 September 6, 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 24, 2022

Re: Resolution For Lien Assessment

Dear Council Members:

I am requesting the Council issue a resolution to approve the abatement costs of 3309 Havill.

The costs are associated with a previous order the Council issued for cleaning and cutting this dilapidated and dangerous property. The details of the abatement costs are provided below. If you need any further information, my number is 228-497-1868 ext 360 and my email address is pfagan@gautier-ms.gov.

Parcel & Address	Owner & Mailing Address	Total Assessment
#81831190.000 3309 Havill Rd. Gautier, MS 39553	Janice Gautier Address unknown	Cost: \$1,100 Penalty: \$1,500 Total Assessment: \$2,600

Sincerely,

Patrick Fagan

Code Enforcement

City of Gautier

3330 Hwy 90

Gautier, MS. 39553

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

Council Meeting:
Title:

September 6, 2022
Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Shepard State Park RV Expansion 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 Shepard State Park RV Expansion project in an amount not to exceed \$198,200.00

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 Shepard State Park RV Expansion Project; and

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

WHEREAS, this project will upgrade the existing sewer system, create new RV pads, and pave roadways for accessible travel; and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide topographic survey, engineering design, bidding package, construction administration, and resident project representative; and

WHEREAS, the cost of the contract is not to exceed \$198,200.00; 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 Shepard State Park RV Expansion 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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 08/24/2022
Subject: Shepard State Park RV Expansion 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 Shepard State Park RV Expansion Project in an amount not to exceed \$198,200.

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.

The funding for this project will upgrade the existing sewer system, create new RV pads, and pave roadways for accessible travel.

DISCUSSION:

Seymour will provide services including topographic survey, engineering design, bidding 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 Shepard State Park RV Expansion Project in an amount not to exceed \$198,200.

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. Shepard State Park 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 upgrade the existing sewer system, create new RV pads, and pave roadways within Shepard State Park 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 A "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 1.5.9.2.

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 1.5.12 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 2.1.4, 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.

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 C”:

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 B. Item number 2.1.4 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** - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative, consisting of 3 pages

5.2.2 **Exhibit B** - Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page

5.2.2 **Exhibit C** - Payments to Engineer, consisting of 2 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:

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

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

DATE:

ENGINEER:

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

ADDRESS FOR GIVING NOTICES:

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

DATE:

EXHIBIT A

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.

EXHIBIT B
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 C

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 \$19,200.00

2. BASIC SERVICES:

A. Engineering Design / Bidding

1. Engineering Design

Construction drawings and specifications will be prepared for the Project, taking into consideration the fees and costs associated with the construction and the professional services and administration of the Project. The Project concept includes upgrading the existing sewer system, new RV pads, and roadway paving within Shepard State Park.

2. 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 \$130,400.00

B. Construction Administration / Resident Project Representative

1. Construction Administration

- a. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.

- b. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- c. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- d. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

2. Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: LUMP SUM \$48,600.00

TOTAL LUMP SUM COST: \$198,200.00

**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

September 6, 2022
Approval of Change Order No. 2 (Summary), final pay application, certificate of substantial completion, and other close out documents for the Town Commons Park Phase 1 project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 2 (Summary), certificate of substantial completion and other close out documents, and the final pay application in the amount of \$240,478.96 for the Town Commons Park Phase 1 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	☐
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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 previously engaged J.E. Talley Construction to perform work commonly known as Town Commons Park, Phase 1; and

WHEREAS, the Grants and Projects Department requests for the City Council to approve Change Order No. 2 (Summary), certificate of substantial completion, final pay application in the amount of \$240,478.96, and other close out documents; and

WHEREAS, Change Order No. 2 (Summary) decreases the contract amount by \$70,966.58, with the new contract amount totaling \$2,047,475.49; and

WHEREAS, the decrease results from the Town Commons Park Phase 1 coming in under budget; and

WHEREAS, Seymour Engineering has reviewed the summary change order and recommends approval of same; 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 decrease in costs is reasonable;

WHEREAS, Seymour Engineering has also reviewed the final pay application and Certificate of Substantial Completion and recommends approval of both; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the final pay application, and the certificate of substantial completion, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 2 (Summary) is approved.

IT IS FURTHER ORDERED that the Certificate of Substantial Completion is approved.

IT IS FURTHER ORDERED that the final pay application in the amount of \$240,478.96 for the Town Commons Park Phase 1 (Sitework) 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, including any remaining close out documents.

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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 08/31/2022
Subject: Town Commons Park Phase I (Sitework) Project — Approval of Change Order No. 2 (Summary), Final Pay Application, Certificate of Substantial Completion, and Other Closeout Documents

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 2 (Summary), final pay application in the amount of \$240,478.96, Certificate of Substantial Completion, and other close-out documents for the Town Commons Park Phase I (Sitework) Project.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, water feature, trails, pickle ball court, etc. Phase I includes site work, water/sewer, drainage, parking, sidewalks, and the open lawn. There is an additive alternate for additional site work at the pickleball court location.

DISCUSSION:

The Town Commons Park Phase I (Sitework) came in under budget. Change Order No. 2 (Summary) serves to decrease the contract value by \$70,966.58. If approved, the contract amount will be reduced from \$2,118,442.07 to \$2,047,475.49.

Seymour Engineering has reviewed the summary change order, final pay application, and Certificate of Substantial Completion and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 2 (Summary), final pay application in the amount of \$240,478.96, Certificate of Substantial Completion, and other close-out documents for the Town Commons Park Phase I (Sitework) Project.

The City Council may:

1. Authorize approval of Change Order No. 2 (summary), final pay application, Certificate of Substantial Completion, and other closeout documents, as presented; or
2. Not authorize approval of Change Order No. 2 (summary), final pay application, Certificate of Substantial Completion, and other closeout documents, as presented.

ATTACHMENTS:

1. Change Order 2 (Summary)
2. Town Commons Substantial Comp

Change Order**OWNER:**

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

CHANGE ORDER NUMBER: 2 (Summary)**DATE:** August 12, 2022**CONTRACTOR:**

J.E. Talley Construction Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

ENGINEER: Seymour Engineering, PLLC

PROJECT TITLE: City of Gautier
Town Commons Park Phase 1-
Sitework

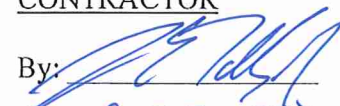
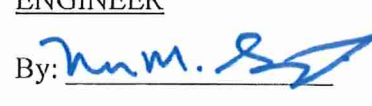
SUMMARY:

This Change Order serves to decrease the contract amount to reflect the actual cost of the project. In addition, installed quantities in the field differ from the original estimated quantities in the contract. Likewise, some bid items were not utilized. A detailed summary of the quantity adjustments is included with this Change Order. The net change to the Contract amount with these adjustments is a decrease in the total contract amount by \$70,966.58.

THE CONTRACT AMOUNT IS AMENDED AS SHOWN:**TOTAL THIS CHANGE ORDER****Not valid until signed by the Owner, Engineer and Contractor.**

The original Contract Sum:	\$	1,889,801.79
Net change by previously authorized Change Orders:	\$	228,640.28
The Contract Sum prior to this Change Order was:	\$	2,118,442.07
The Contract Sum will now Change (-):	\$	70,966.58
The new Contract Sum including this Change Order will be	\$	2,047,475.49

The Original Contract Time:	11/29/2021
Net Change by previously authorized Change Orders:	195 days
The date of Substantial Completion prior to this Change Order:	June 12, 2022
The Contract Time will now Change by (+) days:	0 days
The new date of Substantial Completion will be	June 12, 2022

CONTRACTORENGINEEROWNERBy: By: 

By: _____

Date: 8-25-2022Date: 8-23-22

Date: _____

Pay Item No.	Pay Item	Unit	Unit Price	ORIGINAL CONTRACT AMOUNT		AMENDED AMOUNTS		CONTRACT REVISIONS		New Total
				Contract Quantity	Extension	Increase	Decrease	New Quantity	New Extension	
4	Clearing & Grubbing	AC	\$5,400	12.125	\$65,475.00	2		14.125	\$76,275.00	\$10,800.00
6	Stripping Excavation	CY (PM)	\$6.00	8,450	\$50,700.00	30		8,480	\$50,880.00	\$180.00
8	Reshape and Grade Existing Ditch	LF	\$18.00	360	\$6,480.00	300		660	\$11,880.00	\$5,400.00
9	Unclassified Excavation	CY (PM)	\$6.60	10,450	\$68,970.00		550	9,900	\$65,340.00	(\$3,630.00)
12	Excess Excavation of Unsuitable Materials	CY(FM)	\$6.00	3,175	\$19,050.00	1,036		4,211	\$25,266.00	\$6,216.00
13	Select Bedding	CY (PM)	\$16.80	2,100	\$35,280.00		1,300	800	\$13,440.00	(\$21,840.00)
14	1" HDPE Water Service	LF	\$6.46	540	\$3,488.40		11	529	\$3,417.34	(\$71.06)
15	2" HDPE Water Service	LF	\$11.12	155	\$1,723.60	297		452	\$5,026.24	\$3,302.64
17	8" C-900 PVC Water Main	LF	\$21.40	965	\$20,651.00		60	905	\$19,367.00	(\$1,284.00)
25	6" Gate Valve	EA	\$1,368.00	1	\$1,368.00	1		2	\$2,736.00	\$1,368.00
29	Ductile Iron Fittings	LBS	\$9.49	1,000	\$9,490.00		150	850	\$8,066.50	(\$1,423.50)
34	2" HDPE Sewer Force Main	LF	\$7.87	1,095	\$8,617.65		95	1,000	\$7,870.00	(\$747.65)
37	Geotextile Fabric (Drainage)	SY	\$3.30	660	\$2,178.00		570	90	\$297.00	(\$1,881.00)
39	15" Diameter RCP	LF	\$39.60	75	\$2,970.00		25	50	\$1,980.00	(\$990.00)
40	12" Diameter RCP FES	EA	\$1,020.00	2	\$2,040.00			1	\$1,020.00	(\$1,020.00)
41	Class "B" Structural Concrete (Minor Structures)	CY	\$1,620.00	33	\$52,650.00	23.5		56	\$90,720.00	\$38,070.00
42	Reinforcing Steel	TON	\$1,800.00	18	\$32,400.00		2.41	15.59	\$28,060.00	(\$4,340.00)
44	Select Foundation Material	CY	\$60.00	450	\$27,000.00		210	240	\$14,400.00	(\$12,600.00)
46	12" Diameter Polypropylene Culvert	LF	\$31.52	30	\$945.60		30	0	\$0	(\$945.60)
47	15" Diameter Polypropylene Culvert	LF	\$24.76	746	\$18,470.96		241	505	\$12,503.80	(\$5,967.16)
48	18" Diameter Polypropylene Culvert	LF	\$30.52	144	\$4,394.88		103	41	\$1,251.32	(\$3,143.56)
49	24" Diameter Polypropylene Culvert	LF	\$46.34	177	\$8,202.18		76	101	\$4,680.34	(\$3,521.84)
50	30" Diameter Polypropylene Culvert	LF	\$67.90	198	\$13,444.20		158	40	\$2,716.00	(\$10,728.20)
51	48" Diameter Polypropylene Culvert (Or Deductive Alternate 48" RCP)	LF	\$134.65	350	\$47,127.50		350	0	\$0	(\$47,127.50)
52	12" Diameter PVC Drainage Basin	LF	\$1,974.00	2	\$3,948.00		1	1	\$1,974.00	(\$1,974.00)
53	15" Diameter PVC Drainage Basin	EA	\$2,262.00	10	\$22,620.00		3	7	\$15,834.00	(\$6,786.00)
54	18" Diameter PVC Drainage Basin	EA	\$2,466.00	7	\$17,262.00		5	2	\$4,932.00	(\$12,330.00)
55	24" Diameter PVC Drainage Basin	EA	\$2,766.00	3	\$8,298.00		2	1	\$2,766.00	(\$5,532.00)
56	30" Diameter PVC Drainage Basin	EA	\$4,062.00	6	\$24,372.00		4	2	\$8,124.00	(\$16,248.00)
57	15" Diameter PVC Drainage FES	EA	\$522.00	9	\$4,698.00		8	1	\$522.00	(\$4,176.00)
58	18" Diameter PVC Drainage FES	EA	\$720.00	2	\$1,440.00		2	0	\$0	(\$1,440.00)
59	24" Diameter PVC Drainage FES	EA	\$804.00	3	\$2,412.00		3	0	\$0	(\$2,412.00)
60	30" Diameter PVC Drainage FES	EA	\$1,470.00	3	\$4,410.00		2	1	\$1,470.00	(\$2,940.00)
65	Geotextile Fabric (Roadway) (MDOT Sec 704 Type IV)	SY	\$3.60	5,525	\$19,890.00		4,374	1,151	\$4,142.81	(\$15,747.19)
68	Hot Bituminous Pavement (MT 9.5mm) (1" Thick in Parking & Roadway	SY	\$5.69	10,945	\$62,277.05	6,640		17,585	\$100,058.65	\$37,781.60
69	Hot Bituminous Pavement (MT 19mm) (2" Thick in Parking Areas)	SY	\$11.21	10,945	\$122,693.45	6,640		17,585	\$197,127.85	\$74,434.40
70	5" Thick Sidewalk	SY	\$44.40	890	\$39,516.00		113	777	\$34,498.80	(\$5,017.20)
79	Topsoil (CO1 SOIL PRICE)	CY	\$12.00	2,594	\$31,128.00		2,594	0	\$0	(\$31,128.00)
81	Erosion Control Mat	SY	\$3.00	1,155	\$3,465.00	570		1,725	\$5,175.00	\$1,710.00
82	Plant Establishment (Hydroseeding)	SY	\$0.86	8,500	\$7,310.00	15,250		23,750	\$20,425.00	\$13,115.00
84	Silt Fence	LF	\$3.60	5,800	\$20,880.00	40		5,840	\$21,024.00	\$144.00
88	Sidewalk Outlet Trench Drain	EA	\$1,800.00	2	\$3,600.00	2		4	\$7,200.00	\$3,600.00
89	2" Electrical Conduit (HDPE) (Rolled Type)	LF	\$9.60	100	\$960.00		100	0	\$0	(\$960.00)
90	3" Electrical Conduit (HDPE) (Rolled Type)	LF	\$12.36	100	\$1,236.00		100	0	\$0	(\$1,236.00)

91	4" Electrical Conduit (HDPE) (Rolled Type)	LF	\$16.80	100	\$1,680.00		100	0	\$0	(\$1,680.00)
92	6" Concrete Driveway Apron	SY	\$72.00	160	\$11,520.00		160	0	\$0	(\$11,520.00)
93	Guardrail	LF	\$93.00	80	\$7,440.00	5		85	\$7,905.00	\$465.00
94	Flowable Fill/Grout Slurry	CY	\$270.00	150	\$40,500.00		150	0	\$0	(\$40,500)
96	Singing River Electric Power Association Utility Cost	LOT	\$10,000.00	1	\$10,000.00		1	0	\$0	(\$10,000.00)
98	2" PVC Conduit, Fittings, 90s & Trench	LF	\$9.60	2,600	\$24,960.00	150		2,750	\$26,400.00	\$1,440.00
102	Construction Materials and Inspection Allowance	EA	\$35,000.00	1	\$35,000.00		0.9	0	\$3,500.00	(\$31,500.00)
C01-4	30" RCP	LF	\$99.13	16	\$1,586.08	14		30	\$2,973.90	\$1,387.82
A1	Stone Construction Entrance	EA	\$5,400.00	2	\$10,800.00		1	1	\$5,400.00	(\$5,400.00)
A2	Clearing & Grubbing	AC	\$5,400.00	1	\$6,750.00	1		2	\$12,150.00	\$5,400.00
A11	2" HDPE Sewer Force Main	LF	\$7.50	1,200	\$9,000.00		240	960	\$7,200.00	(\$1,800.00)
A12	2" HDPE Horizontal Directional	LF	\$17.16	130	\$2,230.80	100		230	\$3,946.80	\$1,716.00
A21	Topsoil	CY	\$16.20	375	\$6,075.00	65		440	\$7,128.00	\$1,053.00
A25	Silt Fence	LF	\$3.60	400	\$1,440.00	920		1,320	\$4,752.00	\$3,312.00
A26	Solid Sod (Centipede)	SY	\$4.80	250	\$1,200.00		250	0	\$0.00	(\$1,200.00)
A28	Singing River Electric Power Association Utility Cost	LIT	\$2,000.00	1	\$2,000.00		1	0	\$0.00	(\$2,000.00)
A29	Electrical Panel "DPI"/Meter/Service Rack	EA	\$8,334.00	1	\$8,334.00		1	0	\$0.00	(\$8,334.00)
A30	2" PVC Conduit, Fittings, 90s & Trench	LF	\$9.60	220	\$2,112.00		220	0	\$0.00	(\$2,112.00)
A31	2" Rigid Aluminum Conduit, Fittings, 90s & Trench	LF	\$24.00	50	\$1,200.00		50	0	\$0.00	(\$1,200.00)
A32	4" PVC Conduit, Fittings, 90s & Trench	LF	\$12.60	260	\$3,276.00		260	0	\$0.00	(\$3,276.00)
A33	12" x 12" Pull Box	EA	\$420.00	1	\$420.00		1	0	\$0.00	(\$420.00)
Alt 1	48" Reinforced Concrete Pipe (In Lieu of Original Base Bid Item #52- 48 LF		\$156.24	350	\$54,684.00	8		358	\$55,933.92	\$1,249.92

Total Overrun Quantities \$212,145.38

Total Underrun Quantitie (\$350,129.46)

Total Difference (\$137,984.08)

Certificate of Substantial Completion

Project: Town Commons Park Phase 1 - Sitework	Owner: City of Gautier	Owner's Contract No.:
Contract: Town Commons Park Phase 1 - Sitework		Date of Contract: 2-2-2021
Contractor: J.E. Talley Construction, Inc.		Engineer's Project No.: 19-066.01C

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents:

☒ The following specified portions:

May 27, 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 Representative 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 Order No.1. Engineer provided Contractor with a Final Inspection Punch List and stipulated a twenty-one (21) calendar day period beginning June 12, 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 twenty-one (21) 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

June 12, 2022

Date

Accepted by Contractor

Date

Accepted by Owner

Date



June 2, 2022

Mr. Joey Talley
J.E. Talley Construction, Inc.
1711 Prospect Avenue
Pascagoula, MS 39567

RE: Final Inspection Punch List
Town Commons Park

Dear Joey,

On June 2, 2022, a Final Inspection of the referenced project was held with the following in attendance: Travis Davis and Dwire Lane, JE Talley Construction, April Stennett, Brenda Greco and Ramona Morgan, City of Gautier, Mark Seymour, Jr. P.E. and Matthew Holt, Seymour Engineering.

As a result of the Final Inspection, the following deficiencies are noted for your attention:

- **Hydroseed-** Seed all bare areas in the south parking area behind the sidewalk.
- **Removable Bollards-** Install removable bollards in median of N Dolphin Drive.
- **Erosion Mat-** Install erosion control mat over new hydroseeding in south parking area, as well as, in the future parking area near water tower.
- **Rip Rap Bowl-** Fix or remove and replace crushed flared end section in rip rap bowl. Regrade ditch line in bowl area to relieve excess water from holding in culvert pipe. (This needs to be accomplished by hand. Putting equipment in that area will cause more harm than help.)
- **Silt Fencing-** Reinstall silt fencing in all areas failing. West side of great lawn needs the most attention. (The majority of the fencing can be pulled up and reattached to t posts.)
- **General Cleanup-** Clean up all trash and construction materials no longer required on site.
- **Flume Ditch-** There is one flume that is problematic. We need to cut a ditch behind this flume and rip rap to ensure water can drain appropriately. The flume in question is on the east side of

the driveway while heading toward the northeast parking area. It is the first flume you will come to at the end of the southern ditch, heading north.

- **Asphalt Bird Baths-** There are two major bird bath areas in the north parking area. Asphalt contractor needs to alleviate this issue.
- **Handicapped Ramp Bird Baths-** The southernmost and northernmost handicapped ramps have asphalt 1-2" (inches) higher than the bottom of the ramp. Water and sediment cannot drain properly.
- **Overflow Control Structure #1-** The overflow control structure in the southernmost pond needs to be backfilled and dressed accordingly. Use erosion control mat to ensure erosion control in this area.
- **ARV South Parking Area-** Dress and regrade around the Air Release Valve in the southern parking area. Hydroseed if needed.
- **Concrete Curbs-** Where the face of curb has been repaired due to the asphalt contractors damage, the color difference is immensely noticeable. Portland cement needs to be rubbed on all discolored surfaces to blend in the patched work.
- **Water Tower Entrance-** The ditch at the entrance to the water tower needs to be regraded for storm water to flow properly. Regrade east and west sides of culvert to ensure flow. Use hydroseed and erosion mat as needed to stabilize ditch.
- **Handicapped Signage-** The highest handicapped sign (van sign) in the southern parking area is twisted. Please reinstall signs to align with all others.

It is mutually agreed that the project is Substantially Complete as of Friday May 27, 2022, and the above referenced deficient items listed shall be completed by July 3, 2022. Failure to complete these items will result in termination of the Certificate of Substantial Completion date, and project time will be resumed effective June 12, 2022, and shall continue until the above referenced items are satisfactorily completed or an amended Certificate of Substantial Completion is approved. With this said, attached please find the Certificate of Substantial Completion. Joey, if acceptable, please sign and send back to me and I'll hold for inclusion in submittal of the Final Pay Application and Summary Change Order.

If you have any questions or need any additional information, please feel free to contact me,

Sincerely,

SEYMOUR ENGINEERING



Matthew Holt

Resident Project Representative/Project Manager

JE TALLEY CONSTRUCTION, INC.

1711 Prospect Ave. Pascagoula, MS 39567, Office: (228) 762-0754

Project: Town Commons Park
Phase 1 - Sitework

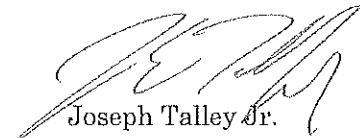
Date: August 3, 2022

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

"CONTRACTOR'S GUARANTEE"

We hereby guarantee all Work performed under the Contract for the above captioned Project to be free from all defective materials and workmanship for a period of one (1) year from June 2, 2022, or such longer period of time as may be called for in the Contract Documents for such portions of the Work.

JE Talley Construction, Inc.



Joseph Talley Jr.
Vice-President

Contractor's Affidavit of Payment of Debts and Claims

PROJECT NAME & NUMBER

Pay Estimate No. 13 Final

TO OWNER:

City of Biloxi
P.O. Box 429
Biloxi, MS 39533

VIA (ENGINEER)

Seymour Engineering
925 Tommy Munro Dr.
Biloxi, MS 39532

FROM CONTRACTOR:

JE Talley Construction, Inc.
1711 Prospect Ave.
Pascagoula, MS 39567

The undersigned hereby certified that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the Owner, or Owner's property might in any way be held responsible or encumbered.

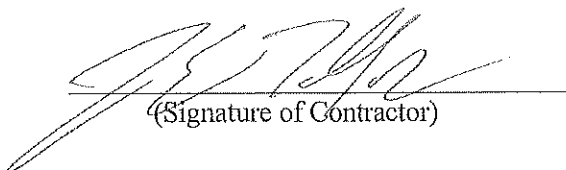
EXCEPTIONS:

List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment;
2. Contractor's Affidavit of Release of Liens

Executed this 3rd day of August, 2022


(Signature of Contractor)

Joseph Talley Jr.; Vice-President
(Printed name and title)

STATE OF: Mississippi

COUNTY OF: Jackson

The above named, Joseph Talley Jr. appeared before me on this the 3rd day of August, 2022 and executed the foregoing document as by our act and deed.

Notary Public: Bobbie H. Williamson

My Commission Expires: July 8, 2025



Contractor's Affidavit of Release of Liens

PROJECT NAME & NUMBER:
Town Commons Park Phase 1 - Sitework

Pay Estimate No. 13 Final

TO OWNER:
City of Gautier
3330 US-90
Gautier, MS 39553

VIA (ENGINEER)
Seymour Engineering
925 Tommy Munro Dr.
Biloxi, MS 39532

FROM CONTRACTOR:
JE Talley Construction, Inc.
1711 Prospect Ave.
Pascagoula, MS 39567

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

Executed this 3rd day of August, 2022

Joseph Talley Jr.; Vice-President

(Signature of Contractor)

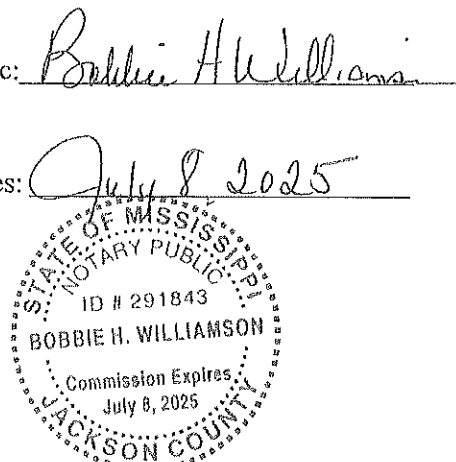
(Printed name and title)

STATE OF:
COUNTY OF:

The above named, Joseph Talley Jr., appeared before me this the 3rd day of August, 2022 and executed the foregoing document as by our act and deed.

Notary Public:

My Commission Expires:



August 30, 2022

April Stennett
Grants and Projects Director
3330 US Highway 90
Gautier, MS 39553

RE: Pay Application #13
City of Gautier Town Commons Park Phase I – Sitework
J.E. Talley Construction, Incorporated

Dear Ms. Stennett,

Enclosed, please find Pay Application #13 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.

I recommend that the Council pay J.E. Talley Construction, Inc. in the amount of \$240,478.96.

Please do not hesitate to contact me should you have any questions.

Respectfully,
SEYMOUR ENGINEERING

A handwritten signature in blue ink, appearing to read "Mark M. Seymour, Jr.", with a stylized flourish at the end.

Mark M. Seymour, Jr., P.E.
Project Engineer

Enclosures: J.E. Talley Construction, Inc. Pay Application #13

PAGE 1 OF 5 PAGES

Date:

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractors signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

13 Final

07/30/22

07/01/22

A	81	82	83	84	C	D1	D2	D3	E1	E2	E3	F	G			H	I
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (D1+D2)	COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (E1+E2)	MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E3+F)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL.
SCHEDULE NO 1.																	
1	Mobilization	1	LS	\$ 18,000.00	\$ 18,000.00	1.00	0.00	1.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00	100%	0.00	\$ -	\$ -
2	Construction Layout	1	LS	\$ 18,000.00	\$ 18,000.00	1.00	0.00	1.00	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ 18,000.00	100%	0.00	\$ -	\$ -
3	Stone Construction Entrance	1	EA	\$ 6,600.00	\$ 6,600.00	1.00	0.00	1.00	\$ 6,600.00	\$ -	\$ 6,600.00	\$ -	\$ 6,600.00	100%	0.00	\$ -	\$ -
4	Clearing & Grubbing	12.125	Acre	\$ 5,400.00	\$ 65,475.00	13.13	1.00	14.125	\$ 70,875.00	\$ 5,400.00	\$ 76,275.00	\$ -	\$ 76,275.00	116%	-2.00	\$ (10,800.00)	\$ -
5	Tree Protection	50	EA	\$ 300.00	\$ 15,000.00	50.00	0.00	50.00	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	100%	0.00	\$ -	\$ -
6	Stripping Excavation	8450	CY (PM)	\$ 6.00	\$ 50,700.00	8480.00	0.00	8480.00	\$ 50,880.00	\$ -	\$ 50,880.00	\$ -	\$ 50,880.00	100%	-30.00	\$ (180.00)	\$ -
7	Remove Existing Drainage Pipe (And Provide To The Owner)	75	LF	\$ 18.00	\$ 1,350.00	75.00	0.00	75.00	\$ 1,350.00	\$ -	\$ 1,350.00	\$ -	\$ 1,350.00	100%	0.00	\$ -	\$ -
8	Reshape and Grade Exisiting Ditch	360	LF	\$ 18.00	\$ 6,480.00	660.00	0.00	660.00	\$ 11,880.00	\$ -	\$ 11,880.00	\$ -	\$ 11,880.00	183%	-300.00	\$ (5,400.00)	\$ -
9	Unclassified Excavation	10450	CY(PM)	\$ 6.60	\$ 68,970.00	9900.00	0.00	9900.00	\$ 65,340.00	\$ -	\$ 65,340.00	\$ -	\$ 65,340.00	95%	550.00	\$ 3,630.00	\$ -
10	Borrow Material, Type A & B	21580	CY(LVM)	\$ 12.00	\$ 258,960.00	21580.00	0.00	21580.00	\$ 258,960.00	\$ -	\$ 258,960.00	\$ -	\$ 258,960.00	100%	0.00	\$ -	\$ -
11	Borrow Material, Type C	2450	CY (LVM)	\$ 12.60	\$ 30,870.00	2450.00	0.00	2450.00	\$ 30,870.00	\$ -	\$ 30,870.00	\$ -	\$ 30,870.00	100%	0.00	\$ -	\$ -
12	Excess Excavation of Unsuitable Materials	3175	CY (FM)	\$ 6.00	\$ 19,050.00	4211.00	0.00	4211.00	\$ 25,266.00	\$ -	\$ 25,266.00	\$ -	\$ 25,266.00	133%	-1036.00	\$ (6,216.00)	\$ -
13	Select Bedding	2100	CY(PM)	\$ 16.80	\$ 35,280.00	800.00	0.00	800.00	\$ 13,440.00	\$ -	\$ 13,440.00	\$ -	\$ 13,440.00	38%	1300.00	\$ 21,840.00	\$ -
14	1" HDPE Water Service	540	LF	\$ 6.46	\$ 3,488.40	529.00	0.00	529.00	\$ 3,417.34	\$ -	\$ 3,417.34	\$ -	\$ 3,417.34	98%	11.00	\$ 71.06	\$ -
15	2" HDPE Water Service	155	LF	\$ 11.12	\$ 1,723.60	452.00	0.00	452.00	\$ 5,026.24	\$ -	\$ 5,026.24	\$ -	\$ 5,026.24	292%	-297.00	\$ (3,302.64)	\$ -
16	6" C-900 PVC Water Main	494	LF	\$ 16.56	\$ 8,180.64	494.00	0.00	494.00	\$ 8,180.64	\$ -	\$ 8,180.64	\$ -	\$ 8,180.64	100%	0.00	\$ -	\$ -
17	8" C-900 PVC Water Main	965	LF	\$ 21.40	\$ 20,651.00	905.00	0.00	905.00	\$ 19,367.00	\$ -	\$ 19,367.00	\$ -	\$ 19,367.00	94%	60.00	\$ 1,284.00	\$ -
18	1" Water Service Stub Up with Curb Stop	3	EA	\$ 466.80	\$ 1,400.40	3.00	0.00	3.00	\$ 1,400.40	\$ -	\$ 1,400.40	\$ -	\$ 1,400.40	100%	0.00	\$ -	\$ -
19	6" C-900 PVC Water Main Stub Up for future connection	1	EA	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	0.00	\$ -	\$ -
20	1"x 8" Tapping Saddle	1	EA	\$ 552.00	\$ 552.00	1.00	0.00	1.00	\$ 552.00	\$ -	\$ 552.00	\$ -	\$ 552.00	100%	0.00	\$ -	\$ -
21	2"x6" Tapping Saddle	1	EA	\$ 762.00	\$ 762.00	1.00	0.00	1.00	\$ 762.00	\$ -	\$ 762.00	\$ -	\$ 762.00	100%	0.00	\$ -	\$ -
22	6"x8" Dip Reducer	1	EA	\$ 720.00	\$ 720.00	1.00	0.00	1.00	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ 720.00	100%	0.00	\$ -	\$ -
23	8"x12" Hot Tapping Sleeve & Valve Assembly	1	EA	\$ 3,918.00	\$ 3,918.00	1.00	0.00	1.00	\$ 3,918.00	\$ -	\$ 3,918.00	\$ -	\$ 3,918.00	100%	0.00	\$ -	\$ -
24	2" Blow off & Vault (Water)	1	EA	\$ 1,244.40	\$ 1,244.40	1.00	0.00	1.00	\$ 1,244.40	\$ -	\$ 1,244.40	\$ -	\$ 1,244.40	100%	0.00	\$ -	\$ -
25	6" Gate Valve	1	EA	\$ 1,368.00	\$ 1,368.00	2.00	0.00	2.00	\$ 2,736.00	\$ -	\$ 2,736.00	\$ -	\$ 2,736.00	200%	-1.00	\$ (1,368.00)	\$ -
26	6"x6" Tee	1	EA	\$ 780.00	\$ 780.00	1.00	0.00	1.00	\$ 780.00	\$ -	\$ 780.00	\$ -	\$ 780.00	100%	0.00	\$ -	\$ -
27	6"x8" Tee	1	EA	\$ 780.00	\$ 780.00	1.00	0.00	1.00	\$ 780.00	\$ -	\$ 780.00	\$ -	\$ 780.00	100%	0.00	\$ -	\$ -
28	Cap Water Main for Future Connection	1	EA	\$ 720.00	\$ 720.00	1.00	0.00	1.00	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ 720.00	100%	0.00	\$ -	\$ -
29	Ductile Iron Fittins	1000	LBS	\$ 9.49	\$ 9,490.00	850.00	0.00	850.00	\$ 8,066.50	\$ -	\$ 8,066.50	\$ -	\$ 8,066.50	85%	150.00	\$ 1,423.50	\$ -
30	Fire Hydrant Assembly (<10' from Water Main)	1	EA	\$ 4,129.20	\$ 4,129.20	1.00	0.00	1.00	\$ 4,129.20	\$ -	\$ 4,129.20	\$ -	\$ 4,129.20	100%	0.00	\$ -	\$ -
31	Fire Hydrant Assembly (>10' from Water Main)	1	EA	\$ 4,057.20	\$ 4,057.20	1.00	0.00	1.00	\$ 4,057.20	\$ -	\$ 4,057.20	\$ -	\$ 4,057.20	100%	0.00	\$ -	\$ -
32	4" PVC Sewer Lateral	25	LF	\$ 101.66	\$ 2,541.50	25.00	0.00	25.00	\$ 2,541.50	\$ -	\$ 2,541.50	\$ -	\$ 2,541.50	100%	0.00	\$ -	\$ -
33	2" HDPE Sewer Stub up for Future Connection	1	EA	\$ 357.60	\$ 357.60	1.00	0.00	1.00	\$ 357.60	\$ -	\$ 357.60	\$ -	\$ 357.60	100%	0.00	\$ -	\$ -
34	2" HDPE Sewer Force Main	1095	LF	\$ 7.87	\$ 8,617.65	1000.00	0.00	1000.00	\$ 7,870.00	\$ -	\$ 7,870.00	\$ -	\$ 7,870.00	91%	95.00	\$ 747.65	\$ -
35	Connect Sewer Force Main to Existing Manhole	1	EA	\$ 1,592.40	\$ 1,592.40	1.00	0.00	1.00	\$ 1,592.40	\$ -	\$ 1,592.40	\$ -	\$ 1,592.40	100%	0.00	\$ -	\$ -
36	2" Sewer AVR & Vault	1	EA	\$ 5,700.00	\$ 5,700.00	1.00	0.00	1.00	\$ 5,700.00	\$ -	\$ 5,700.00	\$ -	\$ 5,700.00	100%	0.00	\$ -	\$ -
37	Geotextile Fabric (Drainage)	660	SY	\$ 3.30	\$ 2,178.00	90.00	0.00	90.00	\$ 297.00	\$ -	\$ 297.00	\$ -	\$ 297.00	14%	570.00	\$ 1,881.00	\$ -
38	12" Diameter RCP	30	LF	\$ 46.80	\$ 1,404.00	30.00	0.00	30.00	\$ 1,404.00	\$ -	\$ 1,404.00	\$ -	\$ 1,404.00	100%	0.00	\$ -	\$ -
39	15" Diameter RCP	75	LF	\$ 39.60	\$ 2,970.00	50.00	0.00	50.00	\$ 1,980.00	\$ -	\$ 1,980.00	\$ -	\$ 1,980.00	67%	25.00	\$ 990.00	\$ -
40	12" Diameter RCP FES	2	EA	\$ 1,020.00	\$ 2,040.00	1.00	0.00	1.00	\$ 1,020.00	\$ -	\$ 1,020.00	\$ -	\$ 1,020.00	50%	1.00	\$ 1,020.00	\$ -
41	Class "8" Structural Concrete(Minor Structures)	32.5	CY	\$ 1,620.00	\$ 52,650.00	56.00	0.00	56.00	\$ 90,720.00	\$ -	\$ 90,720.00	\$ -	\$ 90,720.00	172%	-23.50	\$ (38,070.00)	\$ -
42	Reinforcing Steel	18	Ton	\$ 1,800.00	\$ 32,400.00	7.95	7.64	15.59	\$ 14,310.00	\$ 13,750.00	\$ 28,060.00	\$ -	\$ 28,060.00	87%	2.41	\$ 4,340.00	\$ -
43	Castings & Gratings	1600	LBS	\$ 2.40	\$ 3,840.00	1600.00	0.00	1600.00	\$ 3,840.00	\$ -	\$ 3,840.00	\$ -	\$ 3,840.00	100%	0.00	\$ -	\$ -
44	Select Foundation Material	450	CY	\$ 60.00	\$ 27,000.00	240.00	0.00	240.00	\$ 14,400.00	\$ -	\$ 14,400.00	\$ -	\$ 14,400.00	53%	210.00	\$ 12,600.00	\$ -
45	12" Diameter Perforated Polypropylene Culvert	102	LF	\$ 27.22	\$ 2,776.44	102.00	0.00	102.00	\$ 2,776.44	\$ -	\$ 2,776.44	\$ -	\$ 2,776.44	100%	0.00	\$ -	\$ -
46	12" Diameter Polypropylene Culvert	30	LF	\$ 31.52	\$ 945.60	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	30.00	\$ 945.60	\$ -
47	15" Diameter Polypropylene Culvert	746	LF	\$ 24.76	\$ 18,470.96	505.00	0.00	505.00	\$ 12,503.80	\$ -	\$ 12,503.80	\$ -	\$ 12,503.80	68%	241.00	\$ 5,967.16	\$ -

48	18" Diameter Polypropylene Culvert	144	LF	\$ 30.52	\$ 4,394.88	41.00	0.00	41.00	\$ 1,251.32	\$ -	\$ 1,251.32	\$ -	\$ 1,251.32	28%	103.00	\$ 3,143.56	\$ -
49	24" Diameter Polypropylene Culvert	177	LF	\$ 46.34	\$ 8,202.18	101.00	0.00	101.00	\$ 4,680.34	\$ -	\$ 4,680.34	\$ -	\$ 4,680.34	57%	76.00	\$ 3,521.84	\$ -
50	30" Diameter Polypropylene Culvert	198	LF	\$ 67.90	\$ 13,444.20	40.00	0.00	40.00	\$ 2,716.00	\$ -	\$ 2,716.00	\$ -	\$ 2,716.00	20%	158.00	\$ 10,728.20	\$ -
51	48" Diameter Polypropelene (Or Deductive Alternate 48" RCP)	350	LF	\$ 134.65	\$ 47,127.50	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	350.00	\$ 47,127.50	\$ -
52	12" Diameter PVC Drainage Basin	2	EA	\$ 1,974.00	\$ 3,948.00	1.00	0.00	1.00	\$ 1,974.00	\$ -	\$ 1,974.00	\$ -	\$ 1,974.00	50%	1.00	\$ 1,974.00	\$ -
53	15" Diameter PVC Drainage Basin	10	EA	\$ 2,262.00	\$ 22,620.00	7.00	0.00	7.00	\$ 15,834.00	\$ -	\$ 15,834.00	\$ -	\$ 15,834.00	70%	3.00	\$ 6,786.00	\$ -
54	18" Diameter PVC Drainage Basin	7	EA	\$ 2,466.00	\$ 17,262.00	2.00	0.00	2.00	\$ 4,932.00	\$ -	\$ 4,932.00	\$ -	\$ 4,932.00	29%	5.00	\$ 12,330.00	\$ -
55	24" Diameter PVC Drainage Basin	3	EA	\$ 2,766.00	\$ 8,298.00	1.00	0.00	1.00	\$ 2,766.00	\$ -	\$ 2,766.00	\$ -	\$ 2,766.00	33%	2.00	\$ 5,532.00	\$ -
56	30" Diameter PVC Drainage Basin	6	EA	\$ 4,062.00	\$ 24,372.00	2.00	0.00	2.00	\$ 8,124.00	\$ -	\$ 8,124.00	\$ -	\$ 8,124.00	33%	4.00	\$ 16,248.00	\$ -
57	15" Diameter PVC Drainage FES	9	EA	\$ 522.00	\$ 4,698.00	1.00	0.00	1.00	\$ 522.00	\$ -	\$ 522.00	\$ -	\$ 522.00	11%	8.00	\$ 4,176.00	\$ -
58	18" Diameter PVC Drainage FES	2	EA	\$ 720.00	\$ 1,440.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	2.00	\$ 1,440.00	\$ -
59	24" Diameter PVC Drainage FES	3	EA	\$ 804.00	\$ 2,412.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	3.00	\$ 2,412.00	\$ -
60	30" Diameter PVC Drainage FES	3	EA	\$ 1,470.00	\$ 4,410.00	1.00	0.00	1.00	\$ 1,470.00	\$ -	\$ 1,470.00	\$ -	\$ 1,470.00	33%	2.00	\$ 2,940.00	\$ -
61	15" Diameter Polypropylene Stub up for Future Connection	1	EA	\$ 1,200.00	\$ 1,200.00	1.00	0.00	1.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	0.00	\$ -	\$ -
62	Swale	1485	LF	\$ 9.60	\$ 14,256.00	1485.00	0.00	1485.00	\$ 14,256.00	\$ -	\$ 14,256.00	\$ -	\$ 14,256.00	100%	0.00	\$ -	\$ -
63	100# RipRap	27	Ton	\$ 80.40	\$ 2,170.80	27.00	0.00	27.00	\$ 2,170.80	\$ -	\$ 2,170.80	\$ -	\$ 2,170.80	100%	0.00	\$ -	\$ -
64	200# RipRap	600	Ton	\$ 80.40	\$ 48,240.00	600.00	0.00	600.00	\$ 48,240.00	\$ -	\$ 48,240.00	\$ -	\$ 48,240.00	100%	0.00	\$ -	\$ -
65	Geotextile Fabric (Roadway) (MDOT Sec 704 Type IV)	5525	SY	\$ 3.60	\$ 19,890.00	1150.78	0.00	1150.78	\$ 4,142.81	\$ -	\$ 4,142.81	\$ -	\$ 4,142.81	21%	4374.22	\$ 15,747.19	\$ -
66	Limestone Base Course (6" Thick under Paved Parking Areas * Limestone Parking Areas)	0	SY	\$ 14.18	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	\$ -	\$ -
67	Limestone Base Course (8" Thick under Road)	0	SY	\$ 19.44	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	\$ -	\$ -
68	Hot Bituminous Pavement (MT 9.5mm) (1" Thick in Parking & Roadway Areas)	10945	SY	\$ 5.69	\$ 62,277.05	17585.00	0.00	17585.00	\$ 100,058.65	\$ -	\$ 100,058.65	\$ -	\$ 100,058.65	161%	-6640.00	\$ (37,781.60)	\$ -
69	Hot Bituminous Pavement (MT 19 mm) (2" Thick in Parking Areas)	10945	SY	\$ 11.21	\$ 122,693.45	17585.00	0.00	17585.00	\$ 197,127.85	\$ -	\$ 197,127.85	\$ -	\$ 197,127.85	161%	-6640.00	\$ (74,434.40)	\$ -
70	5" Thick Sidewalk	890	SY	\$ 44.40	\$ 39,516.00	777.00	0.00	777.00	\$ 34,498.80	\$ -	\$ 34,498.80	\$ -	\$ 34,498.80	87%	113.00	\$ 5,017.20	\$ -
71	ADA Ramp with Truncated Domes	5	EA	\$ 600.00	\$ 3,000.00	5.00	0.00	5.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	100%	0.00	\$ -	\$ -
72	ADA Painted Legend and Parking Stripe	15	EA	\$ 120.00	\$ 1,800.00	15.00	0.00	15.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	100%	0.00	\$ -	\$ -
73	2" White Crosswalk	30	LF	\$ 12.00	\$ 360.00	30.00	0.00	30.00	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ 360.00	100%	0.00	\$ -	\$ -
74	24" White Stop Bar	60	LF	\$ 12.00	\$ 720.00	60.00	0.00	60.00	\$ 720.00	\$ -	\$ 720.00	\$ -	\$ 720.00	100%	0.00	\$ -	\$ -
75	4" Continuous White Painted Parking Stripe	3570	LF	\$ 1.50	\$ 5,355.00	3570.00	0.00	3570.00	\$ 5,355.00	\$ -	\$ 5,355.00	\$ -	\$ 5,355.00	100%	0.00	\$ -	\$ -
76	ADA Signage	13	EA	\$ 720.00	\$ 9,360.00	13.00	0.00	13.00	\$ 9,360.00	\$ -	\$ 9,360.00	\$ -	\$ 9,360.00	100%	0.00	\$ -	\$ -
77	Crosswalk Warning Sign	2	EA	\$ 180.00	\$ 360.00	2.00	0.00	2.00	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ 360.00	100%	0.00	\$ -	\$ -
78	Stop Sign	3	EA	\$ 180.00	\$ 540.00	3.00	0.00	3.00	\$ 540.00	\$ -	\$ 540.00	\$ -	\$ 540.00	100%	0.00	\$ -	\$ -
79	Topsoil (CO1 SOIL PRICE)	2594	CY	\$ 12.00	\$ 31,128.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	2594.00	\$ 31,128.00	\$ -
80	Fine Grading (Previously lump sum)	890	SY	\$ 12.00	\$ 10,680.00	890.00	0.00	890.00	\$ 10,680.00	\$ -	\$ 10,680.00	\$ -	\$ 10,680.00	100%	0.00	\$ -	\$ -
81	Erosion Control Mat	1155	SY	\$ 3.00	\$ 3,465.00	1725.00	0.00	1725.00	\$ 5,175.00	\$ -	\$ 5,175.00	\$ -	\$ 5,175.00	149%	-570.00	\$ (1,710.00)	\$ -
82	Plant Establishment (Hydroseeding)	8500	SY	\$ 0.86	\$ 7,310.00	23750.00	0.00	23750.00	\$ 20,425.00	\$ -	\$ 20,425.00	\$ -	\$ 20,425.00	279%	-15250.00	\$ (13,115.00)	\$ -
83	Waddles (18" Diameter)	400	LF	\$ 6.48	\$ 2,592.00	400.00	0.00	400.00	\$ 2,592.00	\$ -	\$ 2,592.00	\$ -	\$ 2,592.00	100%	0.00	\$ -	\$ -
84	Silt Fence	5800	LF	\$ 3.60	\$ 20,880.00	5840.00	0.00	5840.00	\$ 21,024.00	\$ -	\$ 21,024.00	\$ -	\$ 21,024.00	101%	-40.00	\$ (144.00)	\$ -
85	Silt Fence Outlet Protection	28	EA	\$ 240.00	\$ 6,720.00	28.00	0.00	28.00	\$ 6,720.00	\$ -	\$ 6,720.00	\$ -	\$ 6,720.00	100%	0.00	\$ -	\$ -
86	Solid Sod (Centipede)	0	SY	\$ 4.80	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	\$ -	\$ -
87	Solid Sod (TIF Bermuda 419)	0	SY	\$ 4.80	\$ -	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00	\$ -	\$ -
88	Sidewalk Outlet Trench Drain	2	EA	\$ 1,800.00	\$ 3,600.00	4.00	0.00	4.00	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00	200%	-2.00	\$ (3,600.00)	\$ -
89	2" Electrical Conduit (Smoth HDPE) (Rolled Type)	100	LF	\$ 9.60	\$ 960.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	100.00	\$ 960.00	\$ -
90	3" Electrical Conduit (Smoth HDPE) (Rolled Type)	100	LF	\$ 12.36	\$ 1,236.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	100.00	\$ 1,236.00	\$ -
91	4" Electrical Conduit (Smoth HDPE) (Rolled Type)	100	LF	\$ 16.80	\$ 1,680.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	100.00	\$ 1,680.00	\$ -
92	6" Thick Concrete Driveway Apron	160	SY	\$ 72.00	\$ 11,520.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	160.00	\$ 11,520.00	\$ -
93	Guardrail	80	LF	\$ 93.00	\$ 7,440.00	85.00	0.00	85.00	\$ 7,905.00	\$ -	\$ 7,905.00	\$ -	\$ 7,905.00	106%	-5.00	\$ (465.00)	\$ -
94	Flowable Fill/ Grout Slurry	150	CY	\$ 270.00	\$ 40,500.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	150.00	\$ 40,500.00	\$ -
95	Temporary Slope Drain	8	EA	\$ 366.00	\$ 2,928.00	8.00	0.00	8.00	\$ 2,928.00	\$ -	\$ 2,928.00	\$ -	\$ 2,928.00	100%	0.00	\$ -	\$ -
96	Singing River Electric Power Associatrion Utility Cost	1	LOT	\$ 10,000.00	\$ 10,000.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	1.00	\$ 10,000.00	\$ -
97	Electrical Panel "DP2"/Meter/ Service Rack	1	EA	\$ 8,334.00	\$ 8,334.00	1.00	0.00	1.00	\$ 8,334.00	\$ -	\$ 8,334.00	\$ -	\$ 8,334.00	100%	0.00	\$ -	\$ -
98	2" PVC Conduit, Fittings, 90s & Trench	2600	LF	\$ 9.60	\$ 24,960.00	2142.00	608.00	2750.00	\$ 20,563.20	\$ 5,836.80	\$ 26,400.00	\$ -	\$ 26,400.00	106%	-150.00	\$ (1,440.00)	\$ -

99	4" PVC Conduit, Fittings, 90s & Trench	860	LF	\$ 12.60	\$ 10,836.00	213.00	647.00	860.00	\$ 2,683.80	\$ 8,152.20	\$ 10,836.00	\$ -	\$ 10,836.00	100%	0.00	\$ -	\$ -
100	12"x12" Pull Box	12	EA	\$ 420.00	\$ 5,040.00	3.00	9.00	12.00	\$ 1,260.00	\$ 3,780.00	\$ 5,040.00	\$ -	\$ 5,040.00	100%	0.00	\$ -	\$ -
101	18"x18" Pull Box	2	EA	\$ 712.57	\$ 1,425.14	1.00	1.00	2.00	\$ 712.57	\$ 712.57	\$ 1,425.14	\$ -	\$ 1,425.14	100%	0.00	\$ -	\$ -
102	CONSTRUCTION MATERIALS AND INSPECTIONS ALLOWANCE	1	EA	\$ 35,000.00	\$ 35,000.00	0.10	0.00	0.10	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00	10%	0.90	\$ 31,500.00	\$ -
C01-1	Asphalt parking and soil cement	5970	SY	\$ 13.00	\$ 77,610.00	5970.00	0.00	5970.00	\$ 77,610.00	\$ -	\$ 77,610.00	\$ -	\$ 77,610.00	100%	0.00	\$ -	\$ -
C01-3	24" RCP	72	LF	\$ 71.45	\$ 5,144.40	72.00	0.00	72.00	\$ 5,144.40	\$ -	\$ 5,144.40	\$ -	\$ 5,144.40	100%	0.00	\$ -	\$ -
C01-4	30" RCP	16	LF	\$ 99.13	\$ 1,586.08	30.00	0.00	30.00	\$ 2,973.90	\$ -	\$ 2,973.90	\$ -	\$ 2,973.90	188%	-14.00	\$ (1,387.82)	\$ -
C01-5	Clean two ponds	1	EA	\$ 16,250.00	\$ 16,250.00	1.00	0.00	1.00	\$ 16,250.00	\$ -	\$ 16,250.00	\$ -	\$ 16,250.00	100%	0.00	\$ -	\$ -
C01-6	Construct turn lane	1	EA	\$ 18,200.00	\$ 18,200.00	1.00	0.00	1.00	\$ 18,200.00	\$ -	\$ 18,200.00	\$ -	\$ 18,200.00	100%	0.00	\$ -	\$ -
C01-7	Clearing and grubbing for connector road	1.75	Acre	\$ 5,400.00	\$ 9,450.00	1.75	0.00	1.75	\$ 9,450.00	\$ -	\$ 9,450.00	\$ -	\$ 9,450.00	100%	0.00	\$ -	\$ -
C01-8	200# Rip Rap for ditch	700	Ton	\$ 80.40	\$ 56,280.00	700.00	0.00	700.00	\$ 56,280.00	\$ -	\$ 56,280.00	\$ -	\$ 56,280.00	100%	0.00	\$ -	\$ -
					\$ 1,752,505.67				\$ 1,589,901.10	\$ 37,631.57	\$ 1,627,532.67	\$ -	\$ 1,627,532.67			\$ 124,973.00	\$ -

ADDITIVE ALTERNAT BID 1

A	B1	B2	B3	B4	C	D1	D2	D3	E1	E2	E3	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	TOTAL WORK IN UNITS			TOTAL WORK VALUE			MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E3+F)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL.	
					SCHEDULED VALUE	COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (D1+D2)	COMPLETED PREVIOUS	COMPLETED THIS PERIOD							COMPLETED TO DATE (E1+E2)
A1	Stone Construction Entrance	2	EA	\$ 5,400.00	\$ 10,800.00	1.00	0.00	1	\$ 5,400.00	\$ -	\$ 5,400.00	\$ -	\$ 5,400.00	50%	1.00	\$ 5,400.00	\$ -
A2	Clearing & Grubbing	1	AC	\$ 5,400.00	\$ 6,750.00	2.25	0.00	2.25	\$ 12,150.00	\$ -	\$ 12,150.00	\$ -	\$ 12,150.00	225%	-1.25	\$ (5,400.00)	\$ -
A3	Stripping Excavation	750	CY	\$ 6.60	\$ 4,950.00	750.00	0.00	750	\$ 4,950.00	\$ -	\$ 4,950.00	\$ -	\$ 4,950.00	100%	0.00	\$ -	\$ -
A4	Remove Existing Drainage Pipe (And Provide To The Owner)	25	LF	\$ 24.00	\$ 600.00	25.00	0.00	25	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	100%	0.00	\$ -	\$ -
A5	Unclassified Excavation	800	CY	\$ 7.20	\$ 5,760.00	800.00	0.00	800	\$ 5,760.00	\$ -	\$ 5,760.00	\$ -	\$ 5,760.00	100%	0.00	\$ -	\$ -
A6	Borrow Material, Type A & B	150	CY	\$ 12.60	\$ 1,890.00	150.00	0.00	150	\$ 1,890.00	\$ -	\$ 1,890.00	\$ -	\$ 1,890.00	100%	0.00	\$ -	\$ -
A7	Excess Excavation of Unsuitable Materials	335	CY	\$ 6.60	\$ 2,211.00	335.00	0.00	335	\$ 2,211.00	\$ -	\$ 2,211.00	\$ -	\$ 2,211.00	100%	0.00	\$ -	\$ -
A8	Cap Water Main for Future Connection	1	EA	\$ 600.00	\$ 600.00	1.00	0.00	1	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ 600.00	100%	0.00	\$ -	\$ -
A9	Ductile Iron Fittings	150	LBS	\$ 9.50	\$ 1,425.00	150.00	0.00	150	\$ 1,425.00	\$ -	\$ 1,425.00	\$ -	\$ 1,425.00	100%	0.00	\$ -	\$ -
A10	2" HDPE Sewer Stub up for Future Connection	1	EA	\$ 360.00	\$ 360.00	1.00	0.00	1	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ 360.00	100%	0.00	\$ -	\$ -
A11	2" HDPE Sewer Force Main	1200	LF	\$ 7.50	\$ 9,000.00	960.00	0.00	960	\$ 7,200.00	\$ -	\$ 7,200.00	\$ -	\$ 7,200.00	80%	240.00	\$ 1,800.00	\$ -
A12	2" HDPE Horizontal Directional Drilled Sewer Force Main	130	LF	\$ 17.16	\$ 2,230.80	230.00	0.00	230	\$ 3,946.80	\$ -	\$ 3,946.80	\$ -	\$ 3,946.80	177%	-100.00	\$ (1,716.00)	\$ -
A13	2" Sewer ARV & Vault	1	EA	\$ 6,000.00	\$ 6,000.00	1.00	0.00	1	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	100%	0.00	\$ -	\$ -
A14	Geotextile Fabric (Drainage) (MDOT Sec 704 Type V)	50	SY	\$ 3.60	\$ 180.00	50.00	0.00	50	\$ 180.00	\$ -	\$ 180.00	\$ -	\$ 180.00	100%	0.00	\$ -	\$ -
A15	18" x11" RCAP	50	LF	\$ 72.00	\$ 3,600.00	50.00	0.00	50	\$ 3,600.00	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00	100%	0.00	\$ -	\$ -
A16	18"x11" RCAP FES	2	SY	\$ 900.00	\$ 1,800.00	2.00	0.00	2	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00	100%	0.00	\$ -	\$ -
A17	Swale	190	LF	\$ 24.00	\$ 4,560.00	190.00	0.00	190	\$ 4,560.00	\$ -	\$ 4,560.00	\$ -	\$ 4,560.00	100%	0.00	\$ -	\$ -
A18	Geotextile Fabric (Roadway) (MDOT Sec 704 Type IV)	490	SY	\$ 3.60	\$ 1,764.00	490.00	0.00	490	\$ 1,764.00	\$ -	\$ 1,764.00	\$ -	\$ 1,764.00	100%	0.00	\$ -	\$ -
A19	Limestone Base Course (6" Thick Under Paved Parking Areas & Limestone Parking Area)	285	SY	\$ 14.30	\$ 4,075.50	285.00	0.00	285	\$ 4,075.50	\$ -	\$ 4,075.50	\$ -	\$ 4,075.50	100%	0.00	\$ -	\$ -
A20	Limestone Base Course (8" Thick Under Road)	490	SY	\$ 19.74	\$ 9,672.60	490.00	0.00	490	\$ 9,672.60	\$ -	\$ 9,672.60	\$ -	\$ 9,672.60	100%	0.00	\$ -	\$ -
A21	Top Soil	375	CY	\$ 16.20	\$ 6,075.00	390.00	50.00	440	\$ 6,318.00	\$ 810.00	\$ 7,128.00	\$ -	\$ 7,128.00	117%	-65.00	\$ (1,053.00)	\$ -
A22	Fine Grading	1	LS	\$ 6,000.00	\$ 6,000.00	1.00	0.00	1	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	100%	0.00	\$ -	\$ -
A23	Erosion Control Mat	275	SY	\$ 3.60	\$ 990.00	275.00	0.00	275	\$ 990.00	\$ -	\$ 990.00	\$ -	\$ 990.00	100%	0.00	\$ -	\$ -
A24	Plant Establishment (Hydroseeding)	2500	SY	\$ 0.90	\$ 2,250.00	2500.00	0.00	2500	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	100%	0.00	\$ -	\$ -
A25	Silt Fence	400	LF	\$ 3.60	\$ 1,440.00	1320.00	0.00	1320	\$ 4,752.00	\$ -	\$ 4,752.00	\$ -	\$ 4,752.00	330%	-920.00	\$ (3,312.00)	\$ -
A26	Solid Sod (Centipede)	250	SY	\$ 4.80	\$ 1,200.00	0.00	0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	250.00	\$ 1,200.00	\$ -
A27	Wattles with Rock Splash	2	EA	\$ 600.00	\$ 1,200.00	2.00	0.00	2	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	100%	0.00	\$ -	\$ -
A28	Singing River Electric Power Associatrion Utility Cost	1	LIT	\$ 2,000.00	\$ 2,000.00	0.00	0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	1.00	\$ 2,000.00	\$ -
A29	Electric Panel "DPI"/Meter/ Service Rack	1	EA	\$ 8,334.00	\$ 8,334.00	0.00	0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	1.00	\$ 8,334.00	\$ -
A30	2" PVC Conduit, Fittings, 90's, & Trench	220	LF	\$ 9.60	\$ 2,112.00	0.00	0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	220.00	\$ 2,112.00	\$ -
A31	2" Rigid Aluiminum Conduit, Fittings, 90's & Trench	50	LF	\$ 24.00	\$ 1,200.00	0.00	0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	50.00	\$ 1,200.00	\$ -
A32	4" PVC Conduit, Fitting, 90s & Trench	260	LF	\$ 12.60	\$ 3,276.00	0.00	0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	260.00	\$ 3,276.00	\$ -
A33	12" x12" Pull Box	1	EA	\$ 420.00	\$ 420.00	0.00	0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	0%	1.00	\$ 420.00	\$ -
					\$ 114,725.90				\$ 99,654.90	\$ 810.00	\$ 100,464.90	\$ -	\$ 100,464.90			\$ 14,261.00	0

ADDITIVE ALTERNATE BID 2

A	B1	B2	B3	B4	C	D1	D2	D3	E1	E2	E3	F	G			H	I
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE		TOTAL WORK IN UNITS			TOTAL WORK VALUE			MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E3+F)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL.
					SCHEDULED VALUE	COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (D1+D2)	COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (E1+E2)						
AA2-1	Asphalt Paving	5970	SY	\$ 14.10	\$ 84,177.00	5970.00	0.00	\$ 5,970.00	\$ 84,177.00	\$ -	\$ 84,177.00	\$ -	\$ 84,177.00	100%	0.00	\$ -	\$ -
					\$ 84,177.00				\$ 84,177.00	\$ -	\$ 84,177.00	\$ -	\$ 84,177.00			\$ -	0

ADDITIVE ALTERNATE BID 3

A	B1	B2	B3	B4	C	D1	D2	D3	E1	E2	E3	F	G			H	I
ITEM NO.	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	TOTAL WORK IN UNITS			TOTAL WORK VALUE			MATERIALS PRESENTLY STORED (NOT IN E1 OR E2)	TOTAL COMPLETED AND STORED TO DATE (E3+F)	% (G/C)	BALANCE TO FINISH - UNITS	BALANCE TO FINISH - VALUE	RETAINAGE IF APPL.
					COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (D1+D2)	COMPLETED PREVIOUS	COMPLETED THIS PERIOD	COMPLETED TO DATE (E1+E2)							
Alt 1	48" Reinforced Concrete Pipe (In Lieu of Orginal Base Bid Item #52-48" Polypropylene pipe)	350	LF	\$ 156.24	\$ 54,684.00	358.00	0.00	358.00	\$ 55,933.92	\$ -	\$ 55,933.92	\$ -	\$ 55,933.92	102%	-8.00	\$ (1,249.92)	\$ -
Alt 2	Soil Cement Treated Course - In lieu of Orginal Base Bid Item #68-Geotextile Fabric (Roadway (MDOT Sec 704 Type IV) & Orginal Base Bid Iten #70- Limestone Base Course (8" Thick under road)	5525	SY	\$ 10.20	\$ 56,355.00	5525.00	0.00	5525.00	\$ 56,355.00	\$ -	\$ 56,355.00	\$ -	\$ 56,355.00	100%	0.00	\$ -	\$ -
Alt 3	Soil Cement Treated Course - In lieu of Orginal Base Bid Item #69-Limestone Base Course (6" Thick under Paved Parked road)	12060	SY	\$ 10.20	\$ 123,012.00	12060.00	0.00	12060.00	\$ 123,012.00	\$ -	\$ 123,012.00	\$ -	\$ 123,012.00	100%	0.00	\$ -	\$ -
					\$ 234,051.00				\$ 235,300.92	\$ -	\$ 235,300.92	\$ -	\$ 235,300.92			\$ (1,249.92)	0

TOTALS

\$ -				\$ 2,009,033.92	\$ 38,441.57	\$ 2,047,475.49	\$ -	\$ 2,047,475.49		\$ 137,984.08	\$ -
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**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting:

September 6, 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 September 6, 2022.

Docket of Claims
Release date from 09/06/2022 thru 09/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	223333	09/06/2022	08/15/2022			136,082.89	
	Account Number 001-000-104	Description		Invoice #	Date	P.O.	Amount	
		TR MDOT WIRE: FUND 130		08122022	08/12/2022			136,082.89
001	CIVICPLUS	223360	09/06/2022	08/19/2022			3,510.36	
	Account Number 001-040-699	Description		Invoice #	Date	P.O.	Amount	
		ANNUAL FEE: CIVIC CLERK PKG		236944	09/01/2022			3,510.36
001	JACKSON COUNTY ECONOMIC DEVELOPMENT	223361	09/06/2022	08/19/2022			500.00	
	Account Number 001-021-643	Description		Invoice #	Date	P.O.	Amount	
		ANNUAL BUDGETED PLEDGE		1060	08/10/2022			500.00
001	WAGGONER ENGINEERING INC	223364	09/06/2022	08/19/2022			4,500.00	
	Account Number 001-201-603	Description		Invoice #	Date	P.O.	Amount	
		TA APP: GRAVELINE SIDEWALKS		39710	08/06/2022			4,500.00
001	WRIGHT WARD HATTEN & GUEL PLLC	223367	09/06/2022	08/19/2022			32,000.00	
	Account Number 001-092-600	Description		Invoice #	Date	P.O.	Amount	
		FY 2021 AUDIT		3667	08/15/2022			32,000.00
001	COMM-TECH SOLUTIONS INC	223368	09/06/2022	08/19/2022			75.00	
	Account Number 001-090-639	Description		Invoice #	Date	P.O.	Amount	
		LABOR: REPROGRAM EXT 323		17026	08/28/2022			75.00
001	PITNEY BOWES PURCHASE POWER	223369	09/06/2022	08/19/2022			1,230.00	
	Account Number 001-092-607	Description		Invoice #	Date	P.O.	Amount	
		POSTAGER METER #1327268		0434-6213	08/20/2022			1,230.00
001	POWELL CONSTRUCTION SERVICES INC	223370	09/06/2022	08/19/2022			2,785.00	
	Account Number 001-201-637	Description		Invoice #	Date	P.O.	Amount	
		REPR I10 HI-MAST LIGHTS		3390	08/16/2022			2,785.00
001	AGJ SYSTEMS & NETWORKS INC	223395	09/06/2022	08/23/2022			6,200.00	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		SEP 2022		MSP-98233	09/01/2022			6,200.00
001	CIVICPLUS	223401	09/06/2022	08/24/2022			8,545.50	
	Account Number 001-092-799	Description		Invoice #	Date	P.O.	Amount	
		DOWNPMT: NEW CITY WEBSITE		237376	08/19/2022			8,545.50
001	COG 7M BOND ACCT	223410	09/06/2022	08/26/2022			13,676.56	
	Account Number 001-000-104	Description		Invoice #	Date	P.O.	Amount	
		TR MDOT WIRE: FUND 130		08262022	08/26/2022			13,676.56
001	SPARKLIGHT	223411	09/06/2022	08/26/2022			220.88	
	Account Number 001-170-631	Description		Invoice #	Date	P.O.	Amount	
		SEP 2022:BACOT 135939403		08182022	08/08/2022			220.88

Docket of Claims
Release date from 09/06/2022 thru 09/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	223412	09/06/2022	08/26/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEP 2022:SFD 122025091		08152022	08/23/2022			85.46
001	SPARKLIGHT	223413	09/06/2022	08/26/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEP 2022:NFD 122024383		08152022	08/23/2022			85.46
001	SPARKLIGHT	223415	09/06/2022	08/26/2022			97.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEP 2022:CFD 122024086		08102022	08/15/2022			97.98
001	GLOBALSTAR	223416	09/06/2022	08/26/2022			101.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		36846442	09/17/2022			101.82
001	GOVERNMENT BRANDS SHARED SERVICES	223417	09/06/2022	08/26/2022			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	AUG 2022 COURT SUPPORT		INV4307188	08/01/2022			1,495.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	223418	09/06/2022	08/26/2022			527.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 2022 ACCT 6006920		202207-1	07/01/2022			527.40
001	RJ YOUNG COMPANY LLC	223419	09/06/2022	08/26/2022			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150: SERV FEE		INV4914426	08/05/2022			38.00
	001-100-699	RICOH IM C2500: SERV FEE		INV4914426	08/05/2022			37.55
001	RJ YOUNG COMPANY LLC	223420	09/06/2022	08/26/2022			1,599.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV4928985	08/16/2022			470.88
	001-092-698	IM C8000:COLOR		INV4928985	08/16/2022			549.23
	001-092-698	IM C8000:B/W		INV4928985	08/16/2022			325.95
	001-090-698	MP C4504:COLOR		INV4928985	08/16/2022			228.05
	001-090-698	MP C4504:B/W		INV4928985	08/16/2022			25.82
001	AT&T	223421	09/06/2022	08/26/2022			4,058.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	08/14/2022			4,058.17
001	AT&T	223422	09/06/2022	08/26/2022			37.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	08/14/2022			37.47
001	SBM REPORTING LLC	223423	09/06/2022	08/26/2022			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	GPC SPECIAL MGT 6/7/22		MB1412	08/12/2022			175.00

Docket of Claims
Release date from 09/06/2022 thru 09/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	223424	09/06/2022	08/26/2022			570.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEP 2022 ACCT SOFTWARE MAINT		DHLMN06850	09/01/2022		390.00	
	001-092-698	SEP 2022 PRIV LIC SW MAINT		DHLMN06851	09/01/2022		160.00	
	001-092-698	SEP 2022 VOTER REG SW MAINT		DRMN009727	09/01/2022		20.00	
001	C SPIRE WIRELESS	223434	09/06/2022	08/26/2022			1,166.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	07/31/2022		47.52	
	001-040-605	ADMIN CELL PHONE		0030759348	07/31/2022		81.85	
	001-090-605	BLD-PLNG CELL PHONES		0030759348	07/31/2022		251.79	
	001-090-698	IPAD SERVICE (3)		0030759348	07/31/2022		102.99	
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	07/31/2022		142.56	
	001-161-605	FIRE DEPT CELL PHONES		0030759348	07/31/2022		142.56	
	001-170-605	RECREATION CELL PHONES		0030759348	07/31/2022		200.04	
	001-205-605	MAINT CELL PHONES		0030759348	07/31/2022		149.79	
	001-001-605	COUNCIL PHONE		0030759348	07/31/2022		47.52	
001	FUELMAN	223437	09/06/2022	08/26/2022			4,347.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62714114	08/15/2022		179.01	
	001-092-525	UNL FUEL		NP62714114	08/15/2022		49.66	
	001-100-525	UNL&DSL FUEL		NP62714114	08/15/2022		3,459.73	
	001-161-525	DSL FUEL		NP62714114	08/15/2022		409.28	
	001-170-525	UNL FUEL		NP62714114	08/15/2022		250.13	
001	LAWN CARE NEAR ME LLC	223441	09/06/2022	08/29/2022			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	FLOWER BED MAINT: HWY 90		INV-000154	08/25/2022		900.00	
001	GRAND VIEW SECURITY LLC	223442	09/06/2022	08/29/2022			430.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	STARLIGHT CAMERA: MURAL WALL		0819129345	08/26/2022		210.00	
	001-170-698	LABOR: INSTALL-TS CAMERA LOSS		0819129345	08/26/2022		220.00	
001	SOUTHERN TIRE MART LLC DEPT 143	223443	09/06/2022	08/29/2022			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	EMERG TIRE REPR: ENGINE 2		2500106502	08/24/2022		155.00	
001	FOSTERS A/C & HEATING INC	223444	09/06/2022	08/29/2022			228.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	DRAIN CLOG: PD BREAKROOM		W1112929	08/18/2022		228.00	
001	SBM REPORTING LLC	223445	09/06/2022	08/29/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	CSC HEARING: 08/17/2022		MB1419	08/25/2022		200.00	

Docket of Claims
Release date from 09/06/2022 thru 09/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	223448	09/06/2022	08/26/2022			4,100.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62739821	08/22/2022			152.79
	001-100-525	UNL&DSL FUEL		NP62739821	08/22/2022			3,057.50
	001-161-525	UNL&DSL FUEL		NP62739821	08/22/2022			763.37
	001-170-525	UNL FUEL		NP62739821	08/22/2022			84.15
	001-205-525	UNL FUEL		NP62739821	08/22/2022			42.48
001	FUELMAN	223451	09/06/2022	08/29/2022			4,144.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP62770217	08/29/2022			123.19
	001-100-525	UNL&DSL FUEL		NP62770217	08/29/2022			2,900.83
	001-161-525	DSL FUEL		NP62770217	08/29/2022			726.66
	001-170-525	UNL&DSL FUEL		NP62770217	08/29/2022			282.23
	001-205-525	DSL FUEL		NP62770217	08/29/2022			111.45
001	SPARKLIGHT	223454	09/06/2022	08/29/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	SEP 2022:GARAGE	134679919	08122022	08/20/2022			127.95
001	RJ YOUNG COMPANY LLC	223472	09/06/2022	08/30/2022			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV4941827	08/23/2022			113.14
	001-161-698	ADMIN FEE		INV4941827	08/23/2022			8.00
001	RJ YOUNG COMPANY LLC	223473	09/06/2022	08/30/2022			188.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4944129	08/23/2022			180.30
	001-100-699	ADMIN FEE		INV4944129	08/23/2022			8.00
001	SINGING RIVER ELECTRIC COOPERATIVE	223474	09/06/2022	08/30/2022			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT 114484001		08192022	08/26/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	223475	09/06/2022	08/30/2022			1,166.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		08192022	08/26/2022			314.43
	001-170-631	BACOT LIGHTS 10137		08192022	08/26/2022			659.40
	001-201-629	SIGNAL LIGHTS 10138		08192022	08/26/2022			121.53
	001-170-631	BACOT SPLASHPAD 103751001		08192022	08/26/2022			26.91
	001-170-631	BACOT UPGRADES 113730001		08192022	08/26/2022			44.19
001	SINGING RIVER ELECTRIC COOPERATIVE	223476	09/06/2022	08/30/2022			733.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		08152022	08/23/2022			417.27
	001-161-631	MARTIN BLUFF FD 58380001		08162022	08/24/2022			251.81
	001-201-629	SIGNAL LIGHTS 17546		08172022	08/24/2022			33.47
	001-092-631	CITY LIMIT SIGN 17546		08162022	08/24/2022			30.66

Docket of Claims
Release date from 09/06/2022 thru 09/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	223477	09/06/2022	08/30/2022			9,753.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	08172022	08/25/2022			6,634.76	
	001-201-629	SIGNAL LIGHTS 10052	08172022	08/25/2022			614.01	
	001-092-631	CITY HALL 10054	08172022	08/25/2022			969.89	
	001-170-631	FRAZIER PARK 10054	08172022	08/25/2022			53.23	
	001-170-631	SENIOR BLDG 10054	08172022	08/25/2022			460.64	
	001-161-631	CENTRAL FD 10054	08172022	08/25/2022			477.62	
	001-170-631	CITY PARK 10054	08172022	08/25/2022			142.18	
	001-092-631	PUBLIC WORKS 10054	08172022	08/25/2022			365.40	
	001-092-631	HWY 90 SIGN 10054	08172022	08/25/2022			35.90	
001	CARDMEMBER SERVICES	223485	09/06/2022	08/30/2022			1,813.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-559	ADOBE RENEW: S FARABEE	07122022	07/13/2022			218.15	
	001-170-502	CHEER FIT KIT	07142022	07/15/2022			160.50	
	001-094-682	GPA RENEWAL: A STENNET	07142022	07/18/2022			225.00	
	001-170-512	CRUISIN: COFFEE MUGS	07192022	07/20/2022			997.49	
	001-001-509	LUNCH: GMYC EVENT	07302022	08/01/2022			107.94	
	001-001-509	TSHIRTS: GMYC (30)	08012022	08/02/2022			104.66	
001	46 ENTERTAINMENT	223489	09/06/2022	08/31/2022			6,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-688	CONSULTANT SERVICES	1508	08/05/2022			6,500.00	
001	ALABAMA MEDIA GROUP	223495	09/06/2022	08/31/2022			63.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	PUBLISH ORDINANCE 262-2022	0010413348	08/07/2022	221203		11.28	
	001-090-615	NOTICE: GPC 22-29-SE MALLETT	0010416664	08/14/2022	221237		17.28	
	001-090-615	NOTICE: GPC 22-27-SE FAMLY RV	0010416668	08/14/2022	221237		17.28	
	001-090-615	NOTICE: GPC 22-36-VAR MELLOTT	0010417145	08/17/2022	221237		17.40	
001	REYNOLDS WHOLESALE CO	223496	09/06/2022	08/31/2022			1,827.86	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	TISSUE 96/CS (5)	72674	08/18/2022	221241		233.75	
	001-092-510	8" BROWN ROLL TOWELS (10)	72674	08/18/2022	221241		269.50	
	001-092-510	MF BROWN TOWELS (10)	72674	08/18/2022	221241		249.50	
	001-092-510	PAPER TOWELS 30/CS (5)	72674	08/18/2022	221241		152.50	
	001-092-510	BLEACH 6 GAL/CS (1)	72674	08/18/2022	221241		20.95	
	001-092-510	NABC CLEANER 4 GAL/CS (1)	72674	08/18/2022	221241		57.90	
	001-092-510	PINE SOL 3/144OZ CS (1)	72674	08/18/2022	221241		35.85	
	001-092-510	LYSOL SPRAY 12/CS (2)	72674	08/18/2022	221241		167.76	
	001-092-510	RUBBERMAID DUST PAN (2)	72674	08/18/2022	221241		33.90	
	001-092-510	24"X33" CAN LINER 500/CS (2)	72674	08/18/2022	221241		65.90	
	001-092-510	30"X36" CAN LINER 200/CS (2)	72674	08/18/2022	221241		57.00	
	001-092-510	24"X5" DUST MOP (2)	72674	08/18/2022	221241		25.90	
	001-092-510	CS PF LATEX GLOVES 10BX/100CT	72674	08/18/2022	221241		109.50	
	001-092-510	COTTON QUICK CHG MOPHEAD (4)	72674	08/18/2022	221241		31.60	
	001-092-510	CS #91552 FOAMING SOAP	72674	08/18/2022	221241		69.75	
	001-092-510	DAMP MOP FLOOR CLNR (4)	72674	08/18/2022	221241		47.60	

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001	REYNOLDS WHOLESALE CO	223496	09/06/2022	08/31/2022			1,827.86	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	5 GAL BETCO UNTOUCHABLES WAX		72674	08/18/2022	221241		139.50
	001-092-510	#1525 URINAL MAT (6)		72674	08/18/2022	221241		59.50
001	ACTION PRINTING CENTER INC	223497	09/06/2022	08/31/2022			1,055.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-620	TRI COLOR PAPER 8.5X11 (9000)		103583	08/17/2022	221066		996.81
	001-170-500	BUS CARDS (250): SMITH,BOBBY		103692	08/26/2022	221189		58.50
001	GULF STATES DISTRIBUTORS	223499	09/06/2022	08/31/2022			6,860.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	CS 22 CAL 55GR FMJ BT (5)		1424830-IN	08/16/2022	221231		2,375.00
	001-100-587	CS 9MM 115GR FMJ BB (5)		1424830-IN	08/16/2022	221231		1,275.00
	001-100-587	5.56MM GREEN 500/CS (2)		1424830-IN	08/16/2022	221231		670.00
	001-100-587	9MM GREEN 500/CS (2)		1424830-IN	08/16/2022	221231		590.00
	001-100-587	CS.223 55GR BALLISTC TIP (6)		1425300-IN	08/22/2022	220279		1,950.00
001	BSN SPORTS LLC	223500	09/06/2022	08/31/2022			3,679.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	PORTABLE M-SPORT SCOREBOARD		917740564	08/03/2022	221032		3,679.79
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	223508	09/06/2022	08/31/2022			820.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	ZEBRA GEL PEN BLUE 12/CS		3515223749	08/13/2022	221227		14.14
	001-100-559	PM MECHANICAL PENCIL 5/PK		3515223749	08/13/2022	221227		3.49
	001-100-559	WESTCOTT LETTER OPENER		3515223749	08/13/2022	221227		5.35
	001-100-559	FILE INDEX JAN-DEC (2)		3515223749	08/13/2022	221227		47.98
	001-100-559	5 COMP WIRE MESH ORGANIZER		3515223749	08/13/2022	221227		27.69
	001-100-559	FIVE STAR 5 SUBJ NOTEBOOK		3515223749	08/13/2022	221227		13.24
	001-100-559	STAMP PRE-INKED "RECEIVED"		3515223749	08/13/2022	221227		2.46
	001-100-559	SWINGLINE 2-HOLE PUNCH		3515223749	08/13/2022	221227		12.59
	001-100-559	DESKTOP TAPE DISPENSER		3515223749	08/13/2022	221227		7.39
	001-100-559	SWINGLINE OPTIMA STAPLER		3515223749	08/13/2022	221227		18.49
	001-100-559	STACKABLE LTR TRAY (2)		3515223749	08/13/2022	221227		16.98
	001-100-559	7 COMP ACCESSORY HOLDER		3515223749	08/13/2022	221227		5.80
	001-100-559	AVERY FILE LABELS		3515223749	08/13/2022	221227		33.49
	001-100-559	EXPANSION FILE A-Z INDEX		3515223749	08/13/2022	221227		15.59
	001-100-559	FILE FOLDERS LEGAL 100/BX		3515223749	08/13/2022	221227		37.96
	001-090-500	HP 305A INK C/M/Y 3PK		3513556137	07/27/2022	221132		295.99
	001-090-500	3X5 MEMO PAD (6)		3513556137	07/27/2022	221132		7.50
	001-090-500	POP-UP NOTES 3X3 ASST 12/PK		3513556137	07/27/2022	221132		13.17
	001-090-500	CLASP ENVELOPE 9X12 100/BX		3513556137	07/27/2022	221132		9.29
	001-090-500	CLASP ENVELOPE 10X13 100/BX		3513556137	07/27/2022	221132		23.99
	001-090-500	BIC WHITEOUT 10/PK		3513556137	07/27/2022	221132		11.51
	001-090-500	DAB-N-SEAL 4/PK		3513556137	07/27/2022	221132		10.99
	001-090-500	RED FELT PEN MED 12/PK		3513556137	07/27/2022	221132		15.46
	001-090-559	ACER 27" HD MONITOR		3513636328	07/28/2022	221132		169.99
001	CUPIIT SIGNS OF MISSISSIPPI INC	223510	09/06/2022	08/31/2022			24.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	METAL SIGN 6X18 PARKING (2)		34709A	08/22/2022	221224		24.00

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001	SPORTABOUT	223513	09/06/2022	08/31/2022			800.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-535	L/XL BLUE TEE W/LOGO (17)	1299	06/10/2022	220986		110.50	
	001-170-535	2XL BLUE TEE W/LOGO (7)	1299	06/10/2022	220986		54.25	
	001-170-535	3XL/4XL BLUE TEE W/LOGO (9)	1299	06/10/2022	220986		87.75	
	001-170-535	XL PKT TEE W/LOGO YEL (10)	1300	06/10/2022	220983		97.50	
	001-170-535	2XL PKT TEE W/LOGO YEL (5)	1300	06/10/2022	220983		65.50	
	001-170-535	3XL/4XL PKT TEE W/LOGO YEL (15)	1300	06/10/2022	220983		211.50	
	001-170-513	SOCCER MEDALS (12)	9723	08/17/2022	221238		59.40	
	001-170-513	LEVEL 5 ADDIDAS SOCCER BALL	9723	08/17/2022	221238		24.00	
	001-001-509	GMYC TSHIRT PRINTING (30)	9786	08/26/2022	221251		90.00	
001	GRAFIX SHOPPE	223514	09/06/2022	08/31/2022			1,063.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	GPD REFL GRAPHIC KIT: #12740	146528	08/26/2022	221253		515.00	
	001-100-799	GPD REFL GRAPHIC KIT: #13074	146528	08/26/2022	221253		515.00	
	001-100-799	SHIPPING/HANDLING	146528	08/26/2022			33.51	
001	REEVES COMPANY INC	223515	09/06/2022	08/31/2022			172.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ENGRAVED NAME PIN (5)	452987	08/09/2022	221205		60.30	
	001-100-559	DBL SERVICE ATTACHMENT (5)	452987	08/09/2022	221205		71.80	
	001-100-559	POSTAGE	452987	08/09/2022	221205		9.31	
	001-100-535	ENGRAVED NAME PIN	453954	08/24/2022	221252		14.36	
	001-100-535	DBL SERVICE ATTACHMENT	453954	08/24/2022	221252		12.06	
	001-100-535	SHIPPING	453954	08/24/2022	221252		4.97	
001	APOSTC LAW ENFORCEMENT ACADEMY	223516	09/06/2022	08/31/2022			80.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	FBI BASIC CSI: ETHERIDGE, L	1625	06/21/2022	221243		30.00	
	001-100-681	FBI BASIC CSI: SLOVER	1625	06/21/2022	221243		30.00	
	001-100-681	FBI CRIME SCENE PHOTO: THOMAS	1588	06/21/2022	221244		20.00	
001	ULINE INC	223517	09/06/2022	08/31/2022			5,120.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-702	COMPACT AUTO FLOOR SCRUBBER	152254449	08/04/2022	221199		4,990.00	
	001-205-702	SHIPPING	152254449	08/04/2022	221199		130.29	
001	SOLAR CONTROL INC	223518	09/06/2022	08/31/2022			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	FX 15% TINT: U# 10414	081122	08/11/2022	221236		250.00	
	001-100-570	FX 15% TINT: U# M6	081122	08/11/2022	221236		250.00	
001	E AND J TIRE LLC	223521	09/06/2022	08/31/2022			25.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	DISMOUNT TIRE: REC	2886	08/10/2022	221219		10.00	
	001-170-638	MOUNT TIRE: REC	2886	08/10/2022	221219		15.00	

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001	HUTTO AFFORDABLE AUTO GLASS	223522	09/06/2022	08/31/2022			730.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	REPL WINDSHIELD: UNIT 32		256575	08/09/2022	220818		485.00
	001-205-638	REPL WINDSHIELD: F150 2007		256633	08/01/2022	221136		245.00
001	DEFENSE TECHNOLOGY LLC	223524	09/06/2022	08/31/2022			1,350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BALLISTC SHLD INST:BLEVINS		94575 R1	06/03/2022	221005		675.00
	001-100-681	BALLISTC SHLD INST:ETHERIDGE		94575 R1	06/03/2022	221005		675.00
001	LEGAL AND LIABILITY RISK MGMT INST	223525	09/06/2022	08/31/2022			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	HOMICIDE INVSTGTN: SLOVER		227062	08/18/2022	221246		350.00
	001-100-681	HOMICIDE INVSTGTN:ETHERIDGE, L		227062	08/18/2022	221246		350.00
001	AMAZON COM SALES INC	223527	09/06/2022	08/31/2022			2,311.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	UPS SYSTEM AVR 1500VA/1000W		1VYPM99G9F	08/10/2022	221215		218.00
	001-161-799	4 IN 1 KNIFE SHARPENER (4)		1HKJ71711W	08/15/2022	221220		59.96
	001-161-799	BUNN GRB COFFEE BREWER (4)		1HKJ71711W	08/15/2022	221220		447.96
	001-161-799	18PC DINNERWARE SET (5)		1HKJ71711W	08/15/2022	221220		249.95
	001-161-799	LODGE CAST IRON 5PC SET (4)		1HKJ71711W	08/15/2022	221220		425.44
	001-161-799	CUTTING BOARD 3PC SET (4)		1HKJ71711W	08/15/2022	221220		68.00
	001-161-799	24PC SILVERWARE SET (4)		1HKJ71711W	08/15/2022	221220		75.92
	001-161-799	12PC COLOR CD KNIFE SET (4)		1HKJ71711W	08/15/2022	221220		55.12
	001-161-799	3PC FLX PLSTC CUTG BOARD (4)		1HKJ71711W	08/15/2022	221220		35.96
	001-161-799	SS KITCHEN TONGS SET (4)		1HKJ71711W	08/15/2022	221220		37.20
	001-161-799	3PK SS WIRE WHISKS (4)		1HKJ71711W	08/15/2022	221220		35.96
	001-161-799	SS GRIDDLE SPATULA SET (4)		1HKJ71711W	08/15/2022	221220		79.96
	001-161-799	12PK BEVERAGE CUP RED (3)		1HKJ71711W	08/15/2022	221220		47.91
	001-161-799	PROMOTION APPLIED		1HKJ71711W	08/15/2022	221220		-12.39
	001-100-638	HY-PER LUBE HPZ212 ZINC (32)		1KL4WR4V67	08/24/2022	221260		486.08
001	AGJ SYSTEMS & NETWORKS INC	223528	09/06/2022	08/31/2022			16.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	USB EXT CABLE 6FT: CAMERA		97970	08/15/2022	221185		16.79
001	BUTLER ELECTRIC LLC	223529	09/06/2022	08/31/2022			540.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	INSTALL 120V DED CIRC:CRD RDR		698	06/06/2022	220962		360.00
	001-100-635	CHECK ELEC CIRCUIT: COMM ROOM		731	08/22/2022	220938		180.00
001	K&K SYSTEMS INC	223530	09/06/2022	08/31/2022			14,697.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	SOLAR PWR LED MESSAGE SIGN		20533	08/30/2022	220859		14,197.53
	001-170-702	SHIPPING		20533	08/30/2022	220859		500.00

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001	NATIONAL TACTICAL OFFICERS ASSOC	223531	09/06/2022	08/31/2022			1,530.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	SWAT TEAM LEADER: ETHERIDGE, D		7500	06/07/2022	220922		765.00
	001-100-681	SWAT TEAM LEADER: BLEVINS		7500	06/07/2022	220922		765.00
001	PRI MANGAGEMENT GROUP	223533	09/06/2022	08/31/2022			418.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	REDACTING RECORDS: HANSEN, T		18061	08/18/2022	221247		159.00
	001-100-681	MANAGING POLICE RECDS: HANSEN		18058	08/18/2022	221248		259.00
001	NRA-LED	223534	09/06/2022	08/31/2022			2,740.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PATROL RIFLE INSTR: ETHRIDGE, D		TC 0603	06/22/2022	220977		685.00
	001-100-681	PATROL RIFLE INSTR: ALLMAND		TC 0603	06/22/2022	220977		685.00
	001-100-681	FIREARM INSTR: ETHERDIGE, D		TC 0602	06/22/2022	220976		685.00
	001-100-681	FIREARM INSTR: ALLMAND		TC 0602	06/22/2022	220976		685.00
001	PITTMAN HOWDESHELL PLLC	223539	09/06/2022	08/31/2022			2,556.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV: SR MALL PROPERTY		1055	08/31/2022			2,556.50
FUND TOTAL	1 Claims	to	Checks	67 Total	304,019.52	Manual	Held	Total 304,019.52

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003	AGJ SYSTEMS & NETWORKS INC	223397	09/06/2022	08/23/2022			837.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-450-704	SEP 2022: MS365 EXC (73)		98274	09/01/2022			365.00
	003-450-704	SEP 2022: MS365 BUS (31)		98274	09/01/2022			418.50
	003-450-704	SEP 2022: LITIGATN HOLD (18)		98274	09/01/2022			54.00
003	CARDMEMBER SERVICES	223487	09/06/2022	08/30/2022			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-450-704	ONEAPPWAY: AUG 2022		08022022	08/03/2022			75.00
FUND TOTAL	3 Claims	to	Checks	2 Total	912.50	Manual	Held	Total 912.50

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130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	223365	09/06/2022	08/19/2022			16,831.76	
		Description		Invoice #	Date	P.O.	Amount	
		CONST ENG & INS: #12		1154492R	08/12/2022		16,831.76	
FUND TOTAL 130 Claims	to	Checks	1 Total	16,831.76	Manual	Held	Total	16,831.76

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156	GULF COAST BUSINESS SUPPLY CO	223501	09/06/2022	08/31/2022			30,262.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	TL GUEST ARMLESS CHAIR (2)	241086	08/15/2022	220995		1,018.60	
	156-100-799	WW 24DX60W RTN RIGHT	241086	08/15/2022	220995		772.75	
	156-100-799	WW 30DX66W DESK LEFT BRKFRNT	241086	08/15/2022	220995		1,098.35	
	156-100-799	WW 90WX38H HIBK ORG FULL DRS	241086	08/15/2022	220995		994.40	
	156-100-799	TL GUEST ARMLESS CHAIR (4)	241086	08/15/2022	220995		1,527.90	
	156-100-799	MYRIAD 24DX24W END TABLE RND	241086	08/15/2022	220995		468.05	
	156-100-799	WW 24DX36W LATRL FILE 2DRWR	241086	08/15/2022	220995		1,018.60	
	156-100-799	WW 24DX48W BRIDGE HPL	241086	08/15/2022	220995		387.20	
	156-100-799	TL GUEST ARMLESS CHAIR (8)	241086	08/15/2022	220995		4,074.40	
	156-100-799	WW 24DX42W RTN LEFT (2)	241086	08/15/2022	220995		1,392.60	
	156-100-799	WW 24DX42W RTN RIGHT (2)	241086	08/15/2022	220995		1,392.60	
	156-100-799	WW 30DX66W DESK LT BRKFRT (2)	241086	08/15/2022	220995		2,196.70	
	156-100-799	WW 30DX66W DESK RT BRKFRT (2)	241086	08/15/2022	220995		2,196.70	
	156-100-799	WW 72X38H HIBK ORG F-DRS (4)	241086	08/15/2022	220995		3,456.20	
	156-100-799	WW 36X50H BOOKCASE OPEN	241086	08/15/2022	220995		564.85	
	156-100-799	WW 36DX72W DESK RT BRKFRT	241086	08/15/2022	220995		1,469.60	
	156-100-799	WW 36W79H BOOKCASE OPEN (2)	241086	08/15/2022	220995		1,389.30	
	156-100-799	WW 72WX38H HIBK ORG FULL DRS	241086	08/15/2022	220995		864.05	
	156-100-799	WW 24DX72W CREDENZA BUFFET	241086	08/15/2022	220995		2,610.85	
	156-100-799	WW 24DX72 RTN LEFT	241086	08/15/2022	220995		1,368.40	
156	THE SOUTHERN CONNECTION POLICE SUPPLIES	223523	09/06/2022	08/31/2022			5,007.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	HI-LITE CARRIER NAVY (2)	22682	08/24/2022	220751		1,170.00	
	156-100-799	PB GUARDIAN GENIII PKT/MOL (2)	22682	08/24/2022	220751		421.20	
	156-100-799	G&G MOLLE DBL MAG CASE (2)	22682	08/24/2022	220751		78.00	
	156-100-799	G&G MOLLE HANDCUFF CASE (2)	22682	08/24/2022	220751		78.00	
	156-100-799	G&G MOLLE UNIVL RADIO CASE (2)	22682	08/24/2022	220751		78.00	
	156-100-799	HI LITE CARRIER GNXIII (4)	22723	08/26/2022	221102		2,340.00	
	156-100-799	PB GUARDIAN GENIII PKT/MO; (4)	22723	08/26/2022	221102		842.40	
FUND TOTAL 156 Claims		to	Checks	2 Total	35,269.70 Manual	Held	Total	35,269.70

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171	TREETOP PRODUCTS INC	223519	09/06/2022	08/31/2022			3,047.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	5' BACKLESS BENCH (2):BHOUSE		SOTRE97812	07/18/2022	221037		837.70
	171-176-779	4' BACKLESS BENCH (4):BHOUSE		SOTRE97812	07/18/2022	221037		1,515.40
	171-176-779	SURFACE MOUNT KIT 3" BRACKETS		SOTRE97812	07/18/2022	221037		293.10
	171-176-779	SHIPPING		SOTRE97812	07/18/2022	221037		401.08
171	TYLER RIDGDELL	223532	09/06/2022	08/31/2022			22,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	INSTALL GALVALUME ROOF: SSP		22082901	08/29/2022	221211		11,450.00
	171-176-779	PAINT EXTERIOR: SSP ENT BLDG		22082901	08/29/2022	221211		10,800.00
171	TYLER RIDGDELL	223540	09/06/2022	08/31/2022			10,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	14X50 "LEAN TO" ROOF:SSP SHOP		22082902	08/29/2022	221212		10,500.00
FUND TOTAL 171 Claims	to	Checks	3 Total	35,797.28 Manual		Held	Total	35,797.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	223359	09/06/2022	08/19/2022			2,594.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		AUG 2022	08/19/2022			2,594.74
FUND TOTAL 172 Claims	to	Checks	1 Total	2,594.74	Manual	Held	Total	2,594.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AUTOZONE INC	223394	09/06/2022	08/23/2022			43.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	AIR FILTER: LAWNMOWER		4907209395	07/11/2022			4.69
	176-170-639	TOOL RENTAL: 7TN REV PULLER		4907209395	07/11/2022			130.00
	176-170-639	5/16 RING; 12 GAUGE WIRE		4907209405	07/11/2022			17.76
	176-170-639	BULK TIRE PLUG (2)		4907209405	07/11/2022			20.88
	176-170-639	CREDIT: TOOL RENTAL RTN		4907209768	07/12/2022			-130.00
176	SPARKLIGHT	223425	09/06/2022	08/26/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	SEP 2022:136075116		08152022	08/23/2022			127.95
176	SPARKLIGHT	223426	09/06/2022	08/26/2022			258.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	SEP 2022 SSP:INET#132698937		08102022	08/15/2022			258.49
176	AD2 INC	223427	09/06/2022	08/26/2022			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE		3895	08/15/2022			36.50
	176-170-699	SHOPPING CART		3895	08/15/2022			268.50
	176-170-699	WEB SITE MAINT 7/15-8/14/22		3895	08/15/2022			350.00
176	AT&T	223428	09/06/2022	08/26/2022			555.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	08/01/2022			555.77
176	C SPIRE WIRELESS	223435	09/06/2022	08/26/2022			51.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	07/31/2022			51.75
176	FUELMAN	223438	09/06/2022	08/26/2022			43.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP62714114	08/15/2022			43.11
176	FUELMAN	223449	09/06/2022	08/26/2022			71.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP62739821	08/22/2022			71.61
176	FUELMAN	223452	09/06/2022	08/29/2022			53.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP62770217	08/29/2022			53.00
176	SINGING RIVER ELECTRIC COOPERATIVE	223478	09/06/2022	08/30/2022			3,060.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		08192022	08/26/2022			2,400.66
	176-170-631	HOUSE 76855002		08192022	08/26/2022			49.84
	176-170-631	SSP WELCOME CENTER 108928002		08192022	08/26/2022			585.11
	176-170-631	DUMP STATION 109931001		08192022	08/26/2022			25.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	HENZE ENTERPRISES INC	223504	09/06/2022	08/31/2022			799.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	#57 LIMESTONE 17 TNS: SHEPARD		31367	08/18/2022	221235		799.00
176	CENTRAL BUSINESS FORMS	223512	09/06/2022	08/31/2022			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	ENVELOPES #904 (1000)		19861	07/15/2022	221106		225.00
	176-170-559	CAMPING HANGING PASSES (2000)		19861	07/15/2022	221106		103.00
	176-170-559	SHIPPING: SSP		19861	07/15/2022	221106		32.00
176	MOBILE BAY FIREWOOD	223526	09/06/2022	08/31/2022			682.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	FIREWOOD 65/PALLET (2)		2761	08/26/2022	221269		682.50
FUND TOTAL 176 Claims to		Checks	13 Total	6,762.12 Manual		Held		Total 6,762.12

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
251	2018-2019 BOND DEBT SERVICE FUND	223373	09/06/2022	08/19/2022			565.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	251-900-950	TR ACCUM INTEREST		08312022	08/31/2022			565.76
FUND TOTAL 251 Claims	to	Checks	1 Total	565.76 Manual		Held	Total	565.76

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
253	2018-2019 BOND DEBT SERVICE FUND	223374	09/06/2022	08/19/2022			812.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	253-900-950	TR ACCUM INTEREST		08312022	08/31/2022		812.30	
FUND TOTAL 253 Claims	to	Checks	1 Total	812.30 Manual		Held	Total	812.30

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	STARKS CONTRACTING COMPANY INC	223440	09/06/2022	08/29/2022			114,549.43	
	Account Number 307-300-779	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION 98%		10	08/24/2022		114,549.43	
FUND TOTAL 307 Claims	to	Checks	1 Total	114,549.43	Manual	Held	Total	114,549.43

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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	223363	09/06/2022	08/19/2022			8,458.63	
		Description BID PHASE: TRMNT PLANT		Invoice # 39640	Date 08/05/2022	P.O.	Amount	
							8,458.63	
FUND TOTAL 355 Claims	to	Checks	1 Total	8,458.63	Manual	Held	Total	8,458.63

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	223337	09/06/2022	08/15/2022			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		08092022	08/09/2022			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		08092022	08/09/2022			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		08092022	08/09/2022			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		08092022	08/09/2022			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		08092022	08/09/2022			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		08092022	08/09/2022			9,665.99
400	COG DEPOSITORY ACCOUNT	223362	09/06/2022	08/19/2022			11,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR DMR WIRE: FUND 176		08192022	08/19/2022			11,400.00
400	TYLER TECHNOLOGIES INC	223366	09/06/2022	08/19/2022			3,459.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	INCODE COMPONENT: ANNUAL FEE		025-390964	09/01/2022			2,520.00
	400-650-698	ANNUAL HARDWARE FEES		025-390964	09/01/2022			939.00
400	2018-2019 BOND DEBT SERVICE FUND	223371	09/06/2022	08/19/2022			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2022: 2018 BOND DS		09012022	09/01/2022			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	223372	09/06/2022	08/19/2022			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2022: 2019 BOND DS		09012022	09/01/2022			32,000.00
400	HUEY P STOCKSTILL LLC	223398	09/06/2022	08/23/2022			214.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	2.33 TNS ASPHALT: POINCIANA		50049	08/16/2022			214.36
400	BMW PUMP & EQUIPMENT LLC	223400	09/06/2022	08/24/2022			2,275.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REPR MOTOR: RIVER OAKS LS		0122100	08/23/2022			2,275.00
400	SPARKLIGHT	223429	09/06/2022	08/26/2022			91.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2022:107663106		08102022	08/23/2022			91.88
400	RJ YOUNG COMPANY LLC	223430	09/06/2022	08/26/2022			251.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV4928986	08/16/2022			166.49
	400-650-698	IM C4500:COLOR		INV4928986	08/16/2022			67.96
	400-650-698	IM C4500:B/W		INV4928986	08/16/2022			17.32
400	AT&T	223431	09/06/2022	08/26/2022			78.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	08/14/2022			78.89

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400	AT&T	223432	09/06/2022	08/26/2022			72.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	08/06/2022			72.21
400	SOUTHERN LINC	223433	09/06/2022	08/26/2022			86.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	AUG 2022 SERV CHGS		086654	08/01/2022			80.00
	400-650-698	TAXS/FEES		086654	08/01/2022			6.72
400	C SPIRE WIRELESS	223436	09/06/2022	08/26/2022			47.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	07/31/2022			47.52
400	FUELMAN	223439	09/06/2022	08/26/2022			150.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62714114	08/15/2022			150.63
400	FUELMAN	223450	09/06/2022	08/26/2022			251.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62739821	08/22/2022			251.88
400	FUELMAN	223453	09/06/2022	08/29/2022			245.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP62770217	08/29/2022			245.45
400	COG DEPOSITORY ACCOUNT	223470	09/06/2022	08/30/2022			390,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRX: FUND 001		08312022	08/31/2022			390,000.00
400	CLEARWATER SOLUTIONS LLC	223471	09/06/2022	08/30/2022			22.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	ELECTRICAL PARTS: DOLPHIN LS		GAUTIER116	08/24/2022			22.36
400	SINGING RIVER ELECTRIC COOPERATIVE	223479	09/06/2022	08/30/2022			2,007.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	GAU/VAN STN 3305 114260001		08192022	08/26/2022			652.42
	400-651-631	GAUTR/VANC LFT STN 114046001		08172022	08/25/2022			1,355.22
400	SINGING RIVER ELECTRIC COOPERATIVE	223480	09/06/2022	08/30/2022			8,836.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		08172022	08/25/2022			45.00
	400-651-631	LIFT STATIONS 17882		08172022	08/25/2022			2,356.05
	400-651-631	WATER WELLS 17882		08172022	08/25/2022			4,015.23
	400-651-631	CITY HALL SOUTH 17882		08172022	08/25/2022			2,419.83
400	SINGING RIVER ELECTRIC COOPERATIVE	223481	09/06/2022	08/30/2022			4,814.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		08162022	08/24/2022			72.73
	400-651-631	LIFT STATIONS 89702001		08162022	08/24/2022			25.00
	400-651-631	LIFT STATIONS 17881		08162022	08/24/2022			2,138.16

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400	SINGING RIVER ELECTRIC COOPERATIVE	223481	09/06/2022	08/30/2022			4,814.62	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	WATER WELLS 17881		08162022	08/24/2022			2,578.73
400	SINGING RIVER ELECTRIC COOPERATIVE	223482	09/06/2022	08/30/2022			3,523.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		08192022	08/26/2022			229.94
	400-651-631	LIFT STATIONS 17883		08192022	08/26/2022			2,256.86
	400-651-631	LIFT STATIONS 17884		08192022	08/26/2022			1,036.29
400	SINGING RIVER ELECTRIC COOPERATIVE	223483	09/06/2022	08/30/2022			2,976.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		08152022	08/23/2022			1,294.79
	400-651-631	LIFT STATIONS 28779		08152022	08/23/2022			100.56
	400-651-631	LIFT STATIONS 20688		08122022	08/19/2022			267.99
	400-651-631	SCHOONER WELL 20688		08122022	08/19/2022			1,312.66
400	SINGING RIVER ELECTRIC COOPERATIVE	223484	09/06/2022	08/30/2022			26.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		08152022	08/23/2022			26.01
400	CARDMEMBER SERVICES	223486	09/06/2022	08/30/2022			254.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	UNIFORM SHIRTS (14)		07212022	07/22/2022			254.17
400	PASCAGOULA SHEET METAL WORKS INC	223498	09/06/2022	08/31/2022			6,184.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	1"GAL SERR BAR GRATE 2X20(3)		79180	08/09/2022	221126		3,710.46
	400-651-683	1"GAL SERR BAR GRATE 2X20(2)		79181	08/09/2022	221127		2,473.64
400	LAWRENCE PRINTING COMPANY INC	223502	09/06/2022	08/31/2022			349.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	CHECKS: METER DEPOSIT (1000)		67841	08/19/2022	221239		335.00
	400-650-559	SHIPPING ESTIMATE		67841	08/19/2022	221239		14.31
400	SOUTHERN PIPE & SUPPLY CO INC	223503	09/06/2022	08/31/2022			2,765.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1.66X3" FULL CIRCLE (6)		6949367-00	08/04/2022	221096		195.66
	400-651-581	1-1/2X3 WRAP CLAMP (6)		6949367-00	08/04/2022	221096		199.80
	400-651-581	4.45-4.73X6 (6)		6949367-00	08/04/2022	221096		545.16
	400-651-581	8.99-9.39X12-1/2 (5)		6949367-00	08/04/2022	221096		1,092.25
	400-651-581	13.10-13.50X12-1/2 (2)		6949367-00	08/04/2022	221096		682.46
	400-651-581	4X5X21 BLUE MARK FLAG (100)		6949367-00	08/04/2022	221096		25.00
	400-651-581	4X5X21 WHITE MARK FLAG (100)		6949367-00	08/04/2022	221096		25.00
400	CONSOLIDATED PIPE & SUPPLY	223505	09/06/2022	08/31/2022			2,506.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	6 MUL A2361-23 MJ GV OL NT L/A		3729232000	08/10/2022	221059		588.00
	400-651-683	6 CDI 06 MJ TEE L/ACC		3729232000	08/10/2022	221059		118.00
	400-651-683	6 CDI 06 MJ LP SLV L/ACC		3729232000	08/10/2022	221059		84.00
	400-651-683	6 EBAA 2006PV MEGALUG C-900/IP		3729232000	08/10/2022	221059		304.00
	400-651-683	6 MJ GSKT ONLY (8)		3729232000	08/10/2022	221059		40.00
	400-651-683	3/4X3-1/2 T-HEAD BOLT W/NT (48)		3729232000	08/10/2022	221059		96.00

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400	CONSOLIDATED PIPE & SUPPLY	223505	09/06/2022	08/31/2022			2,506.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2 SCH40 PVC PIPE WHITE		3724957000	08/17/2022	221229		952.00
	400-651-581	4X5 BLUE MARKING FLAG 100/PC		3724957000	08/17/2022	221229		162.00
	400-651-583	4X5 GREEN MARKING FLAG 100/PC		3724957001	08/18/2022	221229		162.00
400	COAST CHLORINATOR & PUMP CO INC	223506	09/06/2022	08/31/2022			1,868.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1/4IDX3/8OD BK TUBING 900'		74633	08/03/2022	221167		594.00
	400-651-581	1HP 3PH BOOSTER PUMP:WESTGATE		74731	08/26/2022	221272		1,593.00
	400-651-581	20% DISCOUNT ON PURCHASE		74731	08/26/2022	221272		-318.60
400	SOUTHERN WATERWORKS SUPPLY INC	223507	09/06/2022	08/31/2022			1,652.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4" RANGER COUP (12)		91805	08/22/2022	221114		621.24
	400-651-581	1" RANGER COUP (12)		91805	08/22/2022	221114		1,031.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	223509	09/06/2022	08/31/2022			79.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LEXMARK IMAGING UNIT		3514743719	08/06/2022	221188		79.99
400	THE SPECTRUM GROUP INC	223511	09/06/2022	08/31/2022			74.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	ATI FREE CHLORINE MEMBRANES		10938	08/09/2022	221170		35.00
	400-651-581	ATI FREE CHLORINE ELECTROLYTES		10938	08/09/2022	221170		20.00
	400-651-581	EST FREIGHT		10938	08/09/2022	221170		19.18
400	BMW PUMP & EQUIPMENT LLC	223520	09/06/2022	08/31/2022			9,414.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REBUILD 5HP PUMP: GLENHEATH LS		0121920	08/12/2022	221093		2,165.00
	400-651-584	MACHINE WOR		0121920	08/12/2022	221093		425.00
	400-651-584	REPR 3PH 1.5HP MOTOR: JSSC-1		0122101	08/23/2022	221165		1,865.00
	400-651-584	3PH MOTOR RELIANCE: LS-16		0122102	08/23/2022	221166		4,409.00
	400-651-584	NEW IMPELLER: LS-16		0122102	08/23/2022	221166		550.00
400	J H WRIGHT & ASSOCIATES INC	223535	09/06/2022	08/31/2022			2,851.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	3M 82-A1 SPLC KIT (2)		444905	08/04/2022	221169		130.00
	400-651-584	3M 82-A2 SPLC KIT (2)		444905	08/04/2022	221169		186.00
	400-651-584	MACROMATIC ALTERNTEG RELAY (2)		445060	08/11/2022	221221		120.00
	400-651-584	SHIPPING: LS-51 SPARES		445060	08/11/2022	221221		15.00
	400-651-584	ANCHOR CONTROL FLOAT (20)		445192	08/16/2022	221230		800.00
	400-651-584	CONERY ROTO-FLOAT (20)		445376	08/24/2022	221230		1,600.00
FUND TOTAL 400 Claims to		Checks	35 Total	558,256.97	Manual		Held	Total 558,256.97

Docket of Claims
Release date from 09/06/2022 thru 09/06/2022

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	67 Total	304,019.52 Manual	Held	Total	304,019.52
FUND 3 Claims	to	Checks	2 Total	912.50 Manual	Held	Total	912.50
FUND 130 Claims	to	Checks	1 Total	16,831.76 Manual	Held	Total	16,831.76
FUND 156 Claims	to	Checks	2 Total	35,269.70 Manual	Held	Total	35,269.70
FUND 171 Claims	to	Checks	3 Total	35,797.28 Manual	Held	Total	35,797.28
FUND 172 Claims	to	Checks	1 Total	2,594.74 Manual	Held	Total	2,594.74
FUND 176 Claims	to	Checks	13 Total	6,762.12 Manual	Held	Total	6,762.12
FUND 251 Claims	to	Checks	1 Total	565.76 Manual	Held	Total	565.76
FUND 253 Claims	to	Checks	1 Total	812.30 Manual	Held	Total	812.30
FUND 307 Claims	to	Checks	1 Total	114,549.43 Manual	Held	Total	114,549.43
FUND 355 Claims	to	Checks	1 Total	8,458.63 Manual	Held	Total	8,458.63
FUND 400 Claims	to	Checks	35 Total	558,256.97 Manual	Held	Total	558,256.97
Total for all Funds		Checks	128 Total	1,084,830.71 Manual	Held	Total	1,084,830.71

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: September 6, 2022
Title: Approval of Minutes from the Budget Work Session held August 11, 2022 and Recessed Council Meeting held August 16, 2022.

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

Summary Explanation: Approval of Minutes from the Budget Work Session held August 11, 2022 and Recessed Council Meeting held August 16, 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 Budget Work Session held August 11, 2022 and Recessed Council Meeting held August 16, 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 September 6, 2022.

Tuesday
August 11, 2022
Gautier, Mississippi

BE IT REMEMBERED THAT A BUDGET WORK SESSION MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 11, 2022 at 11:00 AM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members 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. Present by teleconference was Councilman At-Large Colledge at 11:15am.

**AGENDA
WORK SESSION
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 11, 2022 @ 11:00 AM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements (None)**
- IV. Presentation Agenda (None)**
- V. Business Agenda**
 - 1. Suspend Robert's Rules of Order**
 - 2. Discussion regarding Budget FY2023**

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

Meeting was called to order by Mayor Vaughan at 11:00am.
Councilman Colledge was absent at the beginning of the meeting.

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

Councilman Gollott made the motion to suspend Robert's Rules of Order. Councilman Anderson seconded the motion. The vote was carried unanimously.

The Mayor and Council held a discussion regarding the Budget for fiscal year 2023.

During the discussion regarding the City of Gautier's Budget FY2023, Councilman Colledge joined the work session by teleconference at 11:15am.

No action was taken.

Councilman Gollott made the motion to reinstate Robert's Rules of Order. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to recess until August 16, 2022 at 6:30pm. Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 6, 2022.

**FY 2023
BUDGET WORKSHEET**

001 GENERAL FUND

000 Revenue

Obj Description	ORIGINAL BUDGET FY 2022		BUDGET FY 2023	Difference
200 Ad Valorem - Real Estate	2,704,769.00		2,746,347.00	41,578.00
201 Ad Valorem - Automobiles	677,762.00		652,890.00	(24,872.00)
202 Ad Valorem - Prior Year	3,000.00		3,000.00	0.00
205 Ad Valorem - Land Redemption	11,000.00		11,000.00	0.00
208 Ad Valorem - Personal Taxes	203,597.00		207,614.00	4,017.00
209 Ad Valorem - Public Utilities	299,126.00		301,367.00	2,241.00
210 Ad Valorem - Penalties & Interest	28,000.00		28,000.00	0.00
211 Ad Valorem - Mobile Home	9,757.00		10,077.00	320.00
212 Rail Car Tax	2,800.00		2,800.00	0.00
213 Privilege Tax - Heavy Duty Vhcle	5,500.00		7,000.00	1,500.00
214 Ad Valorem - Public Safety	350,789.00		352,886.00	2,097.00
216 S R EPA fees - in lieu of taxes	360,000.00		360,000.00	0.00
218 Ad Valorem - Debt Service	1,016,035.00		1,022,109.00	6,074.00
219 Other Permits	5,500.00		4,000.00	(1,500.00)
220 Privilege License	20,000.00		19,000.00	(1,000.00)
221 Franchise Fees	132,000.00		120,000.00	(12,000.00)
222 Permits - Building	80,000.00		80,000.00	0.00
224 Golf Cart Registration	500.00		500.00	0.00
232 FBI Safe Street Grant	16,000.00		14,000.00	(2,000.00)
233 HIDTA Grant	13,000.00		12,000.00	(1,000.00)
244 Contractor License	3,000.00		6,000.00	3,000.00
250 Grant Revenue (Misc)(Ovrpass Stdy)	56,888.00		0.00	(56,888.00)
260 General Sales Tax	2,475,000.00		2,625,000.00	150,000.00
261 Alcoholic Beverage License	14,500.00		16,000.00	1,500.00
264 Homestead Reimbursement	105,000.00		105,000.00	0.00
265 Motor Fuel Tax	15,000.00		15,500.00	500.00
267 Municipal Aid Surplus	9,250.00		9,250.00	0.00
268 JCBS InterLocal Funds	0.00		0.00	0.00
271 Pro-rata County Road Tax	630,794.00		605,209.00	(25,585.00)
272 Co Shared Revenue-Recreation	140,000.00		145,000.00	5,000.00
280 Public Records	11,000.00		11,000.00	0.00
300 Court Fines & Forfeitures	300,000.00		250,000.00	(50,000.00)
301 Park Fees	8,500.00		10,500.00	2,000.00
302 Court Special Assessment	100,000.00		75,000.00	(25,000.00)
306 Travel Reimbursements	15,000.00		15,000.00	0.00
313 Event/Festival Fees	2,000.00		2,000.00	0.00
315 Police Dept Misc Fees	2,800.00		2,800.00	0.00
320 Insurance Refunds	15,000.00		15,000.00	0.00
326 Donated Funds Fworks, Cruisin	18,800.00		25,000.00	6,200.00
331 Interest on Bank Accounts	10,000.00		10,000.00	0.00
340 Football Registration	15,000.00		15,000.00	0.00
341 Baseball-Softball Registration	0.00		10,000.00	10,000.00
342 Basketball Registration	0.00		5,000.00	5,000.00
353 Surplus Property	0.00		0.00	0.00
359 Other Revenue	2,500.00		2,500.00	0.00
370 FEMA/MEMA Reimbursement	159,000.00		0.00	(159,000.00)
361 Transfer from Other Funds (303)	102,012.00		0.00	(102,012.00)
381 Transfer from Enterprise Fund	780,000.00		780,000.00	0.00
382 Transfer from Solid Waste Fund	300,000.00		300,000.00	0.00
390 Loan Proceeds 4 PD Vehicles	40,000.00		240,000.00	200,000.00
	11,270,179.00		11,250,349.00	(19,830.00)

FY 2023
BUDGET WORKSHEET

001 GENERAL FUND
001 Legislative

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
459 Council Persons	106,200.00		106,200.00	0.00
460 PERS 17.4%	18,479.00		18,479.00	0.00
470 FICA & Medicare Match 7.65%	8,124.00		7,460.00	(664.00)
480 Group Insurance	82,102.00		87,077.00	4,975.00
509 Youth Council Supplies	2,500.00		5,000.00	2,500.00
559 Operating Supplies	2,500.00		2,000.00	(500.00)
601 Prof Servs: <i>Redistricting Study (bal)</i>	35,000.00		20,000.00	(15,000.00)
605 Telephone	700.00		700.00	0.00
615 Advertising inc parade funds	3,000.00		3,500.00	500.00
681 Travel & Training	9,100.00		9,100.00	0.00
682 Dues	6,000.00		6,025.00	25.00
	273,705.00		265,541.00	(8,164.00)

MML \$2,100 Misc Training/Travel: \$7,000 (\$1,000.00 ea)

001 GENERAL FUND
010 City Court

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
410 Administration	137,760.00		137,000.00	(760.00)
411 Longevity	1,530.00		1,890.00	360.00
450 Overtime	3,500.00		0.00	(3,500.00)
460 PERS 17.4%	18,838.00		18,096.00	(742.00)
470 FICA & Medicare Match 7.65%	10,924.00		10,499.00	(425.00)
480 Group Insurance	46,445.00		33,390.00	(13,055.00)
491 Worker's Comp .39%	532.00		385.00	(147.00)
500 Office Supplies	2,000.00		2,000.00	0.00
535 Uniforms	0.00		600.00	600.00
559 Operating Supplies	500.00		500.00	0.00
602 Professional Services - Legal	1,500.00		2,000.00	500.00
620 Printing & Binding	5,000.00		4,000.00	(1,000.00)
639 Repair & Maintenance - Equipment	250.00		500.00	250.00
681 Travel & Training	700.00		700.00	0.00
682 Dues	100.00		100.00	0.00
696 ADC Charges	100,000.00		110,000.00	10,000.00
698 Contract Services	19,000.00		19,000.00	0.00
704 Computer & Software	0.00		0.00	0.00
	348,579.00		340,660.00	(7,919.00)

001 GENERAL FUND
021 City Manager

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
410 Administration				0.00
411 Longevity				0.00
425 Contractual Labor	135,000.00		135,000.00	0.00
460 PERS 17.4%				0.00
470 FICA & Medicare Match 7.65%				0.00
480 Group Insurance				0.00
491 Worker's Comp .39%				0.00
500 Office Supplies	1,000.00		1,000.00	0.00
559 Operating Supplies	1,500.00		1,500.00	0.00
601 Pro Services Strategic Plan	50,000.00		50,000.00	0.00
605 Telephone	800.00		800.00	0.00
620 Printing & Binding	0.00		0.00	0.00
643 Suppt Servs: Eco Dev	11,000.00		11,500.00	500.00
681 Travel & Training	3,000.00		3,000.00	0.00
682 Dues	1,000.00		1,000.00	0.00
688 Economic Development	125,000.00		133,000.00	8,000.00
	328,300.00		336,800.00	8,500.00

JCEDF \$500 GRPC \$8500 JCCC \$2500

46 Entertainment: 78,000 50,000 5,000

**FY 2023
BUDGET WORKSHEET**

**001 GENERAL FUND
22 Human Resources**

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
410 Administration	42,120.00		41,600.00	(520.00)
411 Longevity	1,200.00		1,200.00	0.00
460 PERS 17.4%	7,329.00		7,239.00	(90.00)
470 FICA & Medicare Match 7.65%	3,314.00		3,193.00	(121.00)
480 Group Insurance	10,442.00		10,442.00	0.00
491 Worker's Compensation .37%	165.00		154.00	(11.00)
500 Office Supplies	1,000.00		1,000.00	0.00
559 Operating Supplies	3,000.00		1,500.00	(1,500.00)
604 Medical incs SRS EAP pmt	5,000.00		5,000.00	0.00
615 Advertising	1,000.00		1,000.00	0.00
660 Civil Service Expenses	3,500.00		3,500.00	0.00
681 Travel & Training	500.00		500.00	0.00
682 Dues	600.00		600.00	0.00
703 Furniture & Fixtures	0.00		0.00	0.00
	79,170.00		76,928.00	(2,242.00)

**001 GENERAL FUND
040 City Clerk**

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
410 Administration	319,819.00		284,585.00	(35,234.00)
411 Longevity	5,830.00		5,510.00	(320.00)
460 PERS 17.4%	55,649.00		49,518.00	(6,131.00)
470 FICA & Medicare Match 7.65%	24,913.00		21,529.00	(3,384.00)
480 Group Insurance	82,854.00		80,858.00	(1,996.00)
491 Worker's Compensation .39%	1,248.00		1,053.00	(195.00)
500 Office Supplies	13,000.00		10,000.00	(3,000.00)
559 Operating Supplies	5,000.00		5,000.00	0.00
605 Telephone	2,000.00		2,000.00	0.00
615 Advertising	13,000.00		13,000.00	0.00
681 Travel & Training	3,000.00		2,000.00	(1,000.00)
682 Dues	500.00		200.00	(300.00)
699 Services	7,000.00		17,500.00	10,500.00
703 Furniture and Equipment	700.00		1,000.00	300.00
704 Computer AV & Software	3,000.00		1,500.00	(1,500.00)
800 AS400 Note (3 of 5)	10,498.00		10,498.00	0.00
	548,011.00		505,751.00	(42,260.00)

Municode \$11,000 Bond Disc \$3,000 Software Renewal \$3,500

File Cabinet, Shelves, Computer

**001 GENERAL FUND
060 City Attorney**

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
602 Contracted Services-LEGAL	180,000.00		160,000.00	(20,000.00)
	180,000.00		160,000.00	(20,000.00)
Retainer \$135,000				
Litigation \$25,000				

**FY 2023
BUDGET WORKSHEET**

001 GENERAL FUND

090 Building - Planning

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
410 Administration	142,517.00		141,919.00	(598.00)
411 Longevity	3,170.00		3,800.00	630.00
412 Building - Zoning	141,480.00		142,480.00	1,000.00
460 PERS 17.4%	49,415.00		49,486.00	71.00
470 FICA & Medicare Match 7.65%	21,969.00		21,738.00	(231.00)
480 Group Insurance	62,487.00		62,487.00	0.00
491 Worker's Comp .39% / 4.91%	7,503.00		7,265.00	(238.00)
500 Office Supplies	5,000.00		6,000.00	1,000.00
525 Gasoline & Oil	7,500.00		10,000.00	2,500.00
535 Uniforms	1,500.00		1,500.00	0.00
559 Operating Supplies	4,000.00		5,000.00	1,000.00
561 Code Enforcement	2,000.00		0.00	(2,000.00)
601 Prof Services: <i>Abatements</i>	40,000.00		40,000.00	0.00
605 Telephone	3,000.00		3,500.00	500.00
608 Prof Services: <i>Plan Reviews</i>	10,000.00		10,000.00	0.00
615 Advertising	1,500.00		1,500.00	0.00
620 Printing & Binding	1,000.00		1,000.00	0.00
639 Repair & Maintenance - Equipment	1,000.00		1,000.00	0.00
644 Historic Commission Support	0.00		2,000.00	2,000.00
681 Travel & Training	3,000.00		3,000.00	0.00
682 Dues	1,000.00		1,000.00	0.00
698 Contracted Services	7,150.00		7,000.00	
704 Computer & Software				0.00
740 Vehicles				0.00
	516,191.00		521,675.00	5,484.00

SBM \$2400 RJ Young \$1000 iPad Service(3) \$1300 Tyler Fees \$1500 Misc \$800
 Vehicle repairs moved to 205 Training material -building compliance State Code \$\$\$

**FY 2023
BUDGET WORKSHEET**

001 GENERAL FUND

092 Building & General Expenses

		ENTERED	
Obj Description	BUDGET FY 2022		BUDGET FY 2023
510 Cleaning & Janitorial	7,000.00		6,000.00
520 Gardening (Hwy 90 beds)	0.00		9,500.00
525 Gasoline & Oil	7,000.00		10,000.00
559 Supplies	4,000.00		2,000.00
565 Signage	5,000.00		5,000.00
600 Professional Services - Audit	32,000.00		32,000.00
603 ENG services: Special Projects	0.00		530,000.00
605 Telephone	48,000.00		52,000.00
606 Services: Info Technology	0.00		108,000.00
607 Postage	8,000.00		8,000.00
610 Unemployment - All Funds	20,000.00		12,000.00
625 Insurance	372,100.00		375,000.00
631 Electricity	22,000.00		22,000.00
635 R&M-Building incs Roof painted	6,500.00		15,000.00
639 R&M-Equip inc Generator maint	2,000.00		3,500.00
652 Comm Redevelopment Grant Reimb	23,000.00		23,000.00
673 County Collection Fees	30,000.00		30,000.00
697 Animal Shelter Fee	500.00		500.00
698 Contracted Services	85,100.00		26,500.00
704 Computer-Software-AV	0.00		6,000.00
799 Other Capital Outlay WEBSITE	0.00		20,000.00
	672,200.00		1,296,000.00

AGJ 74,400 Licenses 11,000 LeapVault 7,200 Delta 7,500 IBM 4,500 1wayApp 1,000 Misc 2,400
Surety Bonds \$9,500 K9s \$1,700 Flood \$2,800 Deductibles \$10,000 Liability & Property Est 351,000
RJY 10,000 TaxSale 5,000 SoPest 2,800 Pbowes 2,200 SparkLt 1,800 Lexis 1,600 Misc 3,100

001 GENERAL FUND

94 Grants & Projects Admin

		Entered	
Obj Description	BUDGET FY 2022		BUDGET FY 2023
410 Administration Add position	127,690.00		153,660.00
411 Longevity	700.00		820.00
460 PERS 17.4%	22,219.00		26,737.00
470 FICA & Medicare Match 7.65%	9,823.00		11,716.00
480 Group Insurance	17,795.00		23,536.00
491 Worker's Compensation .39%	498.00		569.00
500 Office Supplies	600.00		600.00
535 Uniforms	400.00		400.00
559 Operating Supplies	800.00		500.00
601 Prof Services - MEDIA Coordinator	25,000.00		
603 Prof Services - Engineering	5,000.00		5,000.00
605 Telephone	1,250.00		1,800.00
612 FEMA Restricted Funds	9,080.00		5,505.00
620 Printing & Binding	4,500.00		
644 Historic Commission Support	2,000.00		
681 Travel & Training	3,000.00		3,000.00
682 Dues	450.00		365.00
702 Furniture & Fixtures	0.00		400.00
704 Computer-Software Adobe-GrantHub	1,500.00		1,000.00
	232,305.00		235,608.00

**FY 2023
BUDGET WORKSHEET**

001 GENERAL FUND

100 Police

ENTERED

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
411 Longevity	21,120.00		19,500.00	(1,620.00)
430 Law Enforcement Officers	1,667,510.00		896,700.00	(770,810.00)
431 Admin & Dispatch	348,063.00		371,580.00	23,517.00
432 School Guards	27,803.00		27,748.00	(55.00)
434 Animal Control	28,080.00		28,080.00	0.00
450 Overtime	100,000.00		100,000.00	0.00
452 Holiday Pay	58,438.00		19,692.00	(38,746.00)
455 HIDTA Overtime	10,000.00		10,000.00	0.00
456 TEOAF-TFF Overtime	0.00		0.00	0.00
460 PERS 17.4%	384,904.00		248,134.00	(136,770.00)
470 FICA & Medicare Match 7.65%	172,970.00		111,288.00	(61,682.00)
480 Group Insurance	441,448.00		325,013.00	(116,435.00)
491 Worker's Comp 3.43%, .39%	65,456.00		36,385.00	(29,071.00)
500 Office Supplies	5,000.00		6,000.00	1,000.00
501 Neighborhood Watch Supplies	2,000.00		5,500.00	3,500.00
514 K9 Supplies & Expenses	4,000.00		4,000.00	0.00
525 Gas & Oil	150,000.00		175,000.00	25,000.00
535 Uniforms	30,000.00		30,000.00	0.00
536 Clothing Allowance	6,000.00		3,000.00	(3,000.00)
559 Operating Supplies	20,000.00		20,000.00	0.00
570 Motor Vehicle Repair Parts	35,000.00		45,000.00	10,000.00
587 Safety Equip-Supplies (Ammo)	15,000.00		15,000.00	0.00
597 Grant Expenditure	0.00		0.00	0.00
604 Professional Services - Medical	4,000.00		4,000.00	0.00
605 Telephone	8,400.00		8,400.00	0.00
620 Printing & Binding	500.00		1,000.00	500.00
631 Electricity	22,000.00		30,000.00	8,000.00
635 Repair & Maintenance - Building	6,000.00		6,000.00	0.00
638 Repair & Maintenance - Vehicles	35,000.00		40,000.00	5,000.00
639 Repair & Maintenance - Equipment	20,000.00		20,000.00	0.00
681 Travel & Training	30,000.00		30,000.00	0.00
682 Dues	1,000.00		1,000.00	0.00
689 Animal Control Expense	2,500.00		2,500.00	0.00
698 General Serv Labor- Equip Vehicles	9,200.00		10,000.00	800.00
699 Contracted Services	75,000.00		70,000.00	(5,000.00)
702 Equipment Vehicle Equip	35,000.00		100,000.00	65,000.00
704 Computer/Software	0.00		5,000.00	5,000.00
740 Vehicles (HIDTA) Interceptors (4)	40,000.00		240,000.00	200,000.00
799 Other Capital Outlay	83,000.00		0.00	(83,000.00)
808 Loan Pmt: Radios (3of3)	37,680.00		37,680.00	0.00
810 Loan Pmt: HIDTA Truck est	11,785.00		14,500.00	2,715.00
815 Loan Pmt: (3of5)	27,361.00		27,361.00	0.00
	4,041,218.00		3,145,061.00	(896,157.00)

PTS \$28,600 Sparklight \$2,500 VirtualDoxx \$2,700 Leads Online \$2,500 DPS \$1,500
 IdentiKit \$500 AceData \$1,500 RJY \$3,200 SMBM \$500 ATT \$6,000
 TLO \$6,200 NCIC Chgs \$3,800 Cspire Data Cards \$6,000 Misc Maint Contracts \$4,500

**FY 2023
BUDGET WORKSHEET**

001 GENERAL FUND

161 Fire

		ENTERED		
Obj	Description	BUDGET FY 2022	BUDGET FY 2023	
411	Longevity	19,490.00	20,520.00	1,030.00
435	Fire Fighters	1,502,972.00	1,598,971.00	95,999.00
450	Overtime	100,000.00	100,000.00	0.00
452	Holiday Pay	54,897.00	56,788.00	1,891.00
460	PERS 17.4%	287,800.00	305,503.00	17,703.00
470	FICA & Medicare Match 7.65%	128,025.00	133,921.00	5,896.00
480	Group Insurance	357,677.00	426,944.00	69,267.00
491	Worker's Comp 5.1%	84,356.00	86,208.00	1,852.00
500	Office Supplies	2,000.00	2,000.00	0.00
510	Cleaning & Janitorial	5,000.00	5,000.00	0.00
525	Gas & Oil	30,000.00	46,000.00	16,000.00
535	Uniforms	30,000.00	30,000.00	0.00
559	Operating Supplies	5,000.00	5,000.00	0.00
575	Training Supplies	1,501.00	1,000.00	(501.00)
596	Donation Expenditure	1,411.00	1,411.00	0.00
604	Professional Services-Medical	15,000.00	18,000.00	3,000.00
605	Telephone	2,350.00	1,800.00	(550.00)
630	Gas - Utility	6,000.00	5,000.00	(1,000.00)
631	Electricity	18,000.00	18,000.00	0.00
635	Repair & Maintenance - Building	11,000.00	5,000.00	(6,000.00)
638	Repair & Maintenance - Vehicles	30,000.00	30,000.00	0.00
639	Repair & Maintenance - Equipment	13,000.00	13,000.00	0.00
681	Travel & Training	25,000.00	25,000.00	0.00
682	Dues	2,000.00	2,000.00	0.00
698	Services (Cable1, DirecTV,Copier)	10,000.00	7,000.00	(3,000.00)
702	Equipment	0.00	77,241.00	77,241.00
703	Furn & Fixtures Wtr Htr	0.00	500.00	500.00
704	Computer & Software	0.00		0.00
799	Other Capital Outlay	3,000.00	3,000.00	0.00
815	Loan Payment Final	13,416.00		(13,416.00)
		2,758,895.00	3,024,807.00	265,912.00

Bay Lighting \$1000	Repl Toilets \$1000	Misc \$3000
JawsLife 40,000	TurnOuts 17,000	Boots 20,241

**FY 2023
BUDGET WORKSHEET**

**001 GENERAL FUND
170 Recreation**

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
411 Longevity	4,790.00		4,510.00	(280.00)
417 Cultural Services	361,060.00		344,000.00	(17,060.00)
425 Contractual Labor	10,000.00		5,000.00	(5,000.00)
460 PERS 17.4%	62,825.00		58,812.00	(4,013.00)
470 FICA & Medicare Match 7.65%	27,988.00		26,249.00	(1,739.00)
480 Group Insurance	111,269.00		94,539.00	(16,730.00)
491 Worker's Comp .39%, 4.97%	10,015.00		8,739.00	(1,276.00)
500 Office Supplies	2,500.00		2,500.00	0.00
502 Football League Supplies	10,000.00		24,000.00	14,000.00
503 Baseball League Supplies	5,000.00		11,200.00	6,200.00
504 Basketball League Supplies	5,000.00		5,000.00	0.00
510 Cleaning & Janitorial	5,000.00		5,000.00	0.00
511 Senior Center Supplies	2,500.00		3,000.00	500.00
512 Cruising the Coast	15,000.00		15,000.00	0.00
513 Events & Festivals incs Snow	15,000.00		25,000.00	10,000.00
520 Gardening (Beautification)	10,000.00		10,000.00	0.00
525 Gas & Oil	15,000.00		20,000.00	5,000.00
535 Uniforms	2,000.00		2,000.00	0.00
559 Operating Supplies	10,000.00		12,000.00	2,000.00
577 Repair & Maint Supplies - Fields	6,000.00		7,000.00	1,000.00
596 Donation Expend FIREWORKS	16,000.00		10,000.00	(6,000.00)
605 Telephone	2,000.00		2,500.00	500.00
615 Advertising	3,000.00		3,500.00	500.00
631 Electricity	30,000.00		30,000.00	0.00
634 Repair & Maintenance - Parks	10,000.00		12,000.00	2,000.00
635 Repair & Maintenance - Building	5,000.00		8,000.00	3,000.00
638 Repair & Maintenance - Vehicles	8,000.00		12,000.00	4,000.00
639 Repair & Maintenance - Equipment	15,000.00		17,000.00	2,000.00
642 Boys & Girls Club Support	10,550.00		10,750.00	200.00
645 Cultural Services	2,500.00		2,500.00	0.00
681 Travel & Training	1,000.00		1,000.00	0.00
682 Dues	200.00		200.00	0.00
698 Contracted Services	12,000.00		16,500.00	4,500.00
702 Equipment	0.00		3,500.00	3,500.00
704 Computer	1,500.00		600.00	(900.00)
799 Other Capital Outlay	33,246.00		0.00	(33,246.00)
815 Loan Payments Year 2	27,343.00		0.00	(27,343.00)
	868,286.00		813,599.00	(54,687.00)

Men's Club \$1000	Garden Club \$500	MS Songwriters \$1000
SparkIt \$4200	Fosters \$720	Delta Stn \$500
Redd \$150	GrandView \$1200	Misc \$4730
Trees \$5000		

**001 GENERAL FUND
201 Streets**

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
559 Operating Supplies	6,000.00		5,000.00	(1,000.00)
565 Signage	30,000.00		30,000.00	0.00
576 Road Repair & Maint Supplies	60,000.00		50,000.00	(10,000.00)
603 Prof Serv - Engineering	5,000.00		5,000.00	0.00
614 Prof Serv - Easement Acquisitions	5,000.00		5,000.00	0.00
629 Electricity: Signal Lights	15,000.00		12,000.00	(3,000.00)
633 Electricity: Street Lighting	84,000.00		97,800.00	13,800.00
637 Repr/Maint: Street Lights	40,000.00		60,000.00	20,000.00
678 Other Imps	20,000.00		0.00	(20,000.00)
698 Contracted Services	100,000.00		56,500.00	(43,500.00)
751 Capital Outlay: Poles	80,000.00		60,000.00	(20,000.00)
	445,000.00		381,300.00	(63,700.00)

105
Signal Repair 30,000 Trees 20,000 Install Streetlights \$6,500

**FY 2023
BUDGET WORKSHEET**

001 GENERAL FUND

205 Maintenance

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
411 Longevity	2,030.00		1,360.00	(670.00)
415 Fleet Maintenance	88,560.00		87,360.00	(1,200.00)
418 General Maintenance	89,696.00		88,400.00	(1,296.00)
460 PERS 17.4%	31,017.00		30,583.00	(434.00)
470 FICA & Medicare Match 7.65%	13,793.00		13,448.00	(345.00)
480 Group Insurance	45,827.00		60,562.00	14,735.00
491 Worker's Comp 3.44%, 4.91%	7,451.00		7,082.00	(369.00)
520 Landscaping Materials	0.00		2,000.00	2,000.00
525 Gas & Oil	6,000.00		6,000.00	0.00
535 Uniforms	5,000.00		5,000.00	0.00
559 Operating Supplies	5,000.00		5,000.00	0.00
560 Building Supplies	4,000.00		4,000.00	0.00
570 Motor Vehicle Repair Parts	6,000.00		6,000.00	0.00
588 Welding Supplies	4,000.00		4,000.00	0.00
605 Telephone	2,200.00		2,500.00	300.00
635 Repair & Maintenance - Building	3,000.00		20,000.00	17,000.00
638 Repair & Maintenance - Vehicles	10,000.00		10,000.00	
639 Repair & Maintenance - Equipment	2,000.00		2,000.00	0.00
698 Contracted Services	3,000.00		3,000.00	
702 Machinery & Equipment	5,500.00		5,000.00	0.00
	334,074.00		363,295.00	29,221.00

001 GENERAL FUND

FINAL

680 Debt Service

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
828 SMPDD Town Commons #2	41,130.00		41,130.00	
830 Allen Road Widening 2036	46,324.00		46,324.00	
	87,454.00		87,454.00	

001 GENERAL FUND

900 Fund Transfers

Obj Description	BUDGET FY 2022		BUDGET FY 2023	
969 Transfer to Other Funds	809,552.00		882,540.00	72,988.00
979 Transfer to Health Benefit Fund				0.00
	809,552.00		882,540.00	72,988.00

FY 2021

Transfer Debt Service Ad Valorem

2019 GO Bond	\$294,907	3250 FEES
2020 REFI GO	\$498,133	2250 FEES

Other Transfers / Matches

\$54,000.00	MATCH: GRPC Sidewalk Grant
\$30,000.00	MATCH: Bacot Fitness Trail

FY 2023
BUDGET WORKSHEET

General Fund Totals		BUDGET FY 2022	BUDGET FY 2023
General Fund Revenues		11,270,179.00	11,250,349.00
Expenditures:			
001	Legislative	273,705.00	265,541.00
010	City Court	348,579.00	340,660.00
021	City Manager	328,300.00	336,800.00
022	Human Resources	79,170.00	76,928.00
040	City Clerk	548,011.00	505,751.00
060	City Attorney	180,000.00	160,000.00
090	Economic Dev - Planning	516,191.00	521,675.00
092	Building & General Expenses	672,200.00	1,296,000.00
094	Grants & Projects Adminn	232,305.00	235,608.00
100	Police	4,041,218.00	3,145,061.00
161	Fire	2,758,895.00	3,024,807.00
170	Recreation	868,286.00	813,599.00
201	PW: Streets	445,000.00	381,300.00
205	PW: Maintenance	334,074.00	363,295.00
680	Debt Service	87,454.00	87,454.00
900	Interfund Transfers	809,552.00	882,540.00
556	Contingency		
General Fund Expenditures		12,522,940.00	12,437,019.00
<i>Total Operating Expenditures</i>		11,211,405.00	10,852,245.00
<i>Total Capital Outlay Expenditures</i>		286,446.00	524,741.00
<i>Total Debt Service</i>		215,537.00	177,493.00
<i>Total Transfers Out</i>		809,552.00	882,540.00
<i>Check Total</i>		12,522,940.00	12,437,019.00
<i>Personnel</i>		8,458,913.00	7,462,189.00
<i>Supplies</i>		663,712.00	749,211.00
<i>Other Services</i>		2,088,780.00	2,640,845.00
<i>Capital Outlay</i>		286,446.00	524,741.00
<i>Debt Service</i>		215,537.00	177,493.00
<i>Interfund Transfers for DS</i>		809,552.00	882,540.00
<i>Check Total</i>		12,522,940.00	12,437,019.00
Cash Balance			
Beginning Cash Balance		4,300,000.00	4,400,000.00
General Fund Revenue		11,270,179.00	11,250,349.00
General Fund Expenditures		12,522,940.00	12,437,019.00
Remaining Cash Balance		3,047,239.00	3,213,330.00
Ending Cash Balance		3,047,239.00	3,213,330.00

(1,252,761)

(1,186,670)

**Tuesday
August 16, 2022
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 16, 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 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 Claude**
 - 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**

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

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

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

Announcements

1. 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.

Presentation

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

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





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 Glaude'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 Glaude 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**

Councilman Gollott made the motion to receive and accept the Audited Financial Statements for the year ended September 30, 2021, as presented, and authorize to publish a synopsis of same. 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 158-2022

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 **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 August 16, 2022.

CITY OF GAUTIER, MISSISSIPPI

Audited Financial Statements and Special Reports

For the Year Ended September 30, 2021

CITY OF GAUTIER, MISSISSIPPI
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For the Year Ended September 30, 2021

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INTRODUCTORY SECTION

ELECTED OFFICIALS
As of September 30, 2021



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

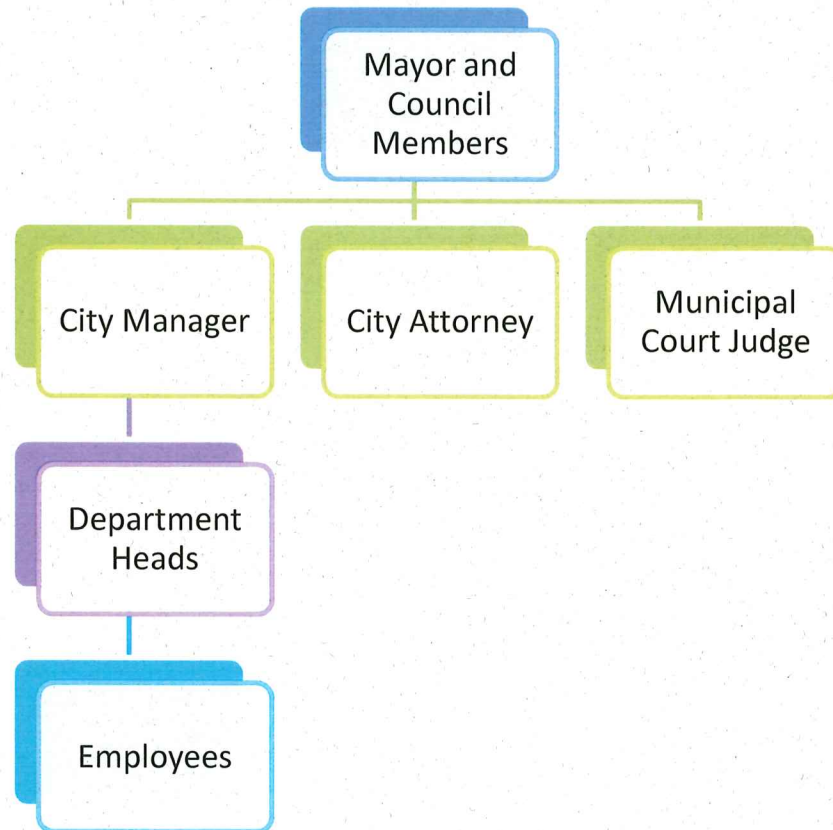


Charles "Rusty" Anderson
Councilman, Ward 4



Dante Elbin
Councilman, Ward 5

ORGANIZATION CHART
As of September 30, 2021



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

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MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
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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.

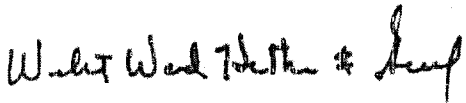
The Introductory Section and the Schedule of Surety Bonds for City Officials have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

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.



Wright, Ward, Hatten and Guel
July 28, 2022

MANAGEMENT DISCUSSION AND ANALYSIS

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2021



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.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2021

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.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2021

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	49,719,674	41,719,615	53,856,935	54,976,083	103,576,609	96,695,698
Deferred Outflows	1,227,606	1,038,226	78,358	66,260	1,305,964	1,104,486
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	21,799,637	23,924,957	18,409,307	19,128,219	40,208,944	43,053,176
Deferred Inflows	7,807,651	4,950,816	356,075	8,137	8,163,726	4,958,953
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	\$ 21,339,992	13,882,068	35,169,911	35,905,987	56,509,903	49,788,055

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

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	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	16,133,686	10,997,220	11,110,600	11,845,383	27,244,286	22,842,603
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	10,224,280	10,377,912	10,118,534	10,935,583	20,342,814	21,313,495
Transfers	1,691,242	1,022,478	(1,691,242)	(1,022,478)	-	-
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	\$ 21,339,992	13,882,068	35,169,911	35,905,987	56,509,903	49,788,055

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2021

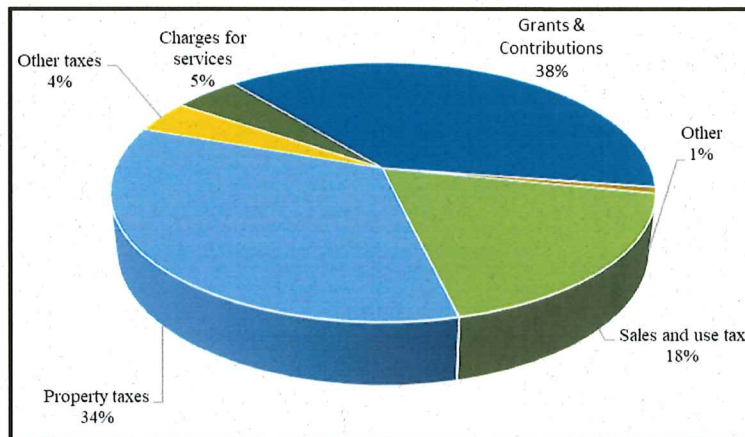
Governmental Activities

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.

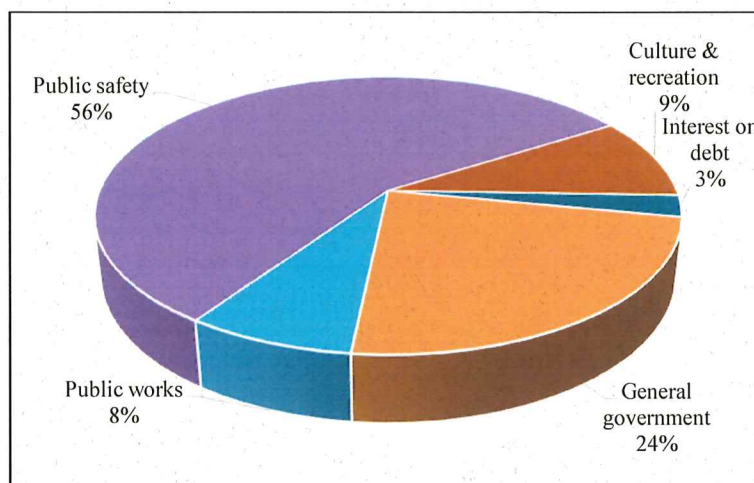
Several revenue sources fund our governmental activities. The following chart shows the City's total general revenues and program income that is used to offset governmental expenses.

Chart 1 – Governmental Revenue Sources



Major governmental expense activities are shown in the following chart.

Chart 2 – Governmental Activities



CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2021

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.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2021

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 standard 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.

CITY OF GAUTIER, MISSISSIPPI
Management's Discussion and Analysis
For the Year Ended September 30, 2021

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

City of Gautier, Mississippi
Statement of Net Position
September 30, 2021

	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)	16,551,712	37,232,543	53,784,255
Total Noncurrent Assets	<u>36,946,421</u>	<u>49,164,064</u>	<u>86,110,485</u>
Total Assets	<u>49,719,674</u>	<u>53,856,935</u>	<u>103,576,609</u>
DEFERRED OUTFLOW OF RESOURCES			
Deferred amounts related to pensions	1,227,606	78,358	1,305,964
Total Deferred Outflow of Resources	<u>1,227,606</u>	<u>78,358</u>	<u>1,305,964</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	10,143,023	422,626	10,565,649
Total Noncurrent Liabilities	<u>19,233,320</u>	<u>16,837,419</u>	<u>36,070,739</u>
Total Liabilities	<u>21,799,637</u>	<u>18,409,307</u>	<u>40,208,944</u>
DEFERRED INFLOW 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>7,807,651</u>	<u>356,075</u>	<u>8,163,726</u>
NET POSITION			
Net investment in capital assets	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	(5,668,519)	3,202,328	(2,466,191)
Total Net Position	<u>\$ 21,339,992</u>	<u>35,169,911</u>	<u>56,509,903</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Activities
For the Year Ended September 30, 2021

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Assets			
	Expenses	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
\$							

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Balance Sheet – Governmental Funds
September 30, 2021

	Major Funds			
	General	Town Center Retail Dev Complex Fund	Other Governmental Funds	Total Governmental Funds
	Fund	Fund		
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	11,519,086	2,001,442	9,157,420	22,677,948
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	784,987	-	846,823	1,631,810
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	5,503,906	-	113,506	5,617,412
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	5,230,193	2,001,442	8,197,091	15,428,726
Total Liabilities, Deferred Inflows of Resources and Fund Balances	\$ 11,519,086	2,001,442	9,157,420	22,677,948

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of Governmental Funds Balance Sheet
to the Statement of Net Position
September 30, 2021

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
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)
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.		
		<u>(35,616)</u>
Net position of governmental activities		<u>\$ 21,339,992</u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenditures and
Changes in Fund Balance – Governmental Funds
For the Fiscal Year Ended September 30, 2021

	Major Funds			
	General	Town Center Retail Dev Complex	Other Governmental	Total Governmental
	Fund	Fund	Funds	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

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Reconciliation of the Governmental Funds
Statement of Revenues, Expenditures and
Changes in Fund Balance to the Statement of Activities
For the Fiscal Year Ended September 30, 2021

Net Change in Fund Balances - total governmental funds **\$ 4,606,955**

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.

172,493

Change in net position of governmental activities **\$ 7,600,648**

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Net Position
Proprietary Funds
September 30, 2021

	Business-type Activities			Governmental Activities
	Water and Sewer Fund	Solid Waste Fund	Total	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	-
Other receivables	147,310	-	147,310	356,571
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 OUTFLOWS OF RESOURCES				
Deferred amounts related to pensions	78,358	-	78,358	-
Total Deferred Inflows of Resources	78,358	-	78,358	-
LIABILITIES				
Current Liabilities				
Claims and wages payable	231,282	-	231,282	181,160
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	-
Restricted Net Position:				
Non-expendable	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

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement of Revenues, Expenses and
Changes in Net Position
Proprietary Funds
For the Fiscal Year Ended September 30, 2021

	Business-type Activities			Governmental Activities
	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><u>34,823,686</u></u>	<u><u>346,225</u></u>	<u><u>35,169,911</u></u>	<u><u>841,748</u></u>

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement Cash Flows
Proprietary Funds
For the Fiscal Year Ended September 30, 2021

	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

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Statement Cash Flows
Proprietary Funds (Continued)
September 30, 2021

	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)

The notes to these financial statements are an integral part of this statement.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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).

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

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

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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>		

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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%.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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	(672,367)
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>

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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

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

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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.

City of Gautier, Mississippi
Notes to the Financial Statements
September 30, 2021

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>\$ (105,824)</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>\$ (105,824)</u>

REQUIRED SUPPLEMENTARY INFORMATION

City of Gautier, Mississippi
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
For the Fiscal Year Ended September 30, 2021

	Budgeted Amounts		Actual Budgetary Basis	Variances Favorable (Unfavorable)	
	Original	Final		Original to Final	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

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Statement of Revenues, Expenditures
and Changes in Fund Balance
General Fund
Budget to Actual - (Prepared on the Budgetary Basis)
For the Fiscal Year Ended September 30, 2021

	<u>Budgeted Amounts</u>		Actual Budgetary Basis	Variances	
				<u>Favorable (Unfavorable)</u>	
				Original	Final
	<u>Original</u>	<u>Final</u>		<u>to Final</u>	<u>to Actual</u>
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>(483,456)</u>	<u>(483,456)</u>	807,832	<u>-</u>	<u>1,291,288</u>

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

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Notes to the Required
Supplementary Information-Budgetary Schedules
For the Fiscal Year Ended September 30, 2021

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.

City of Gautier, Mississippi
Schedule of the City's Proportionate Share of the Net Pension Liability
Last 10 Fiscal Years*
For the Fiscal Year Ended September 30, 2021
(UNAUDITED)

	2021	2020	2019	2018	2017	2016	2015
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.

The accompanying notes to the Required Supplementary Information are an integral part of this schedule.

City of Gautier, Mississippi
Schedule of the City's Contributions
Last 10 Fiscal Years*
For the Fiscal Year Ended September 30, 2021
(UNAUDITED)

	2021	2020	2019	2018	2017	2016	2015
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	823,651	820,340	756,838	722,163	713,359	681,575	658,899
Contribution deficiency (excess)	\$ -	-	-	-	-	-	-
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.

City of Gautier, Mississippi
Notes to the Required Supplementary Information – Pension Schedules
For the Fiscal Year Ended September 30, 2021

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 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%.

City of Gautier, Mississippi
Notes to the Required Supplementary Information – Pension Schedules
For the Fiscal Year Ended September 30, 2021

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

City of Gautier, Mississippi
Schedule of the Expenditures of Federal Awards
For the Year Ended September 30, 2021

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 Wasthered Protection	10.923	NR204423	\$ 160,738	-
Total U.S. Department of Agriculture			<u>160,738</u>	<u>-</u>
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			<u>59,610</u>	<u>-</u>
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			<u>67,680</u>	<u>-</u>
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			<u>553,878</u>	<u>-</u>
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			<u>616,001</u>	<u>-</u>
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			<u>55,956</u>	<u>-</u>
Total Expenditures of Federal Awards			<u>\$ 1,513,863</u>	<u>-</u>

City of Gautier, Mississippi

Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2021

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.

City of Gautier, Mississippi
Schedule of Surety Bonds
(Required by State of Mississippi)
For the Fiscal Year Ended September 30, 2021

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
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

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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.

Wright Ward Hatten & Guel

Wright, Ward, Hatten and Guel
July 28, 2022

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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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

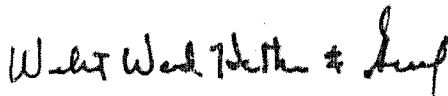
Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of 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

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LIMITED INTERNAL CONTROL AND COMPLIANCE REVIEW MANAGEMENT REPORT

Honorable Mayor and
City Council of
City of Gautier, Mississippi

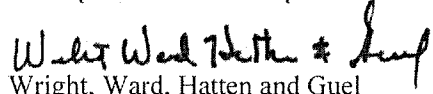
In planning and performing our audit of the financial statements of the City of Gautier, Mississippi for the year ended September 30, 2021, we considered the City's internal control to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to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

City of Gautier, Mississippi
Schedule of Findings and Questioned Costs
September 30, 2021

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.

Councilman Jackson made the motion to approve an Ordinance of the City of Gautier, Mississippi, as presented, to assess a fee in the amount of \$2.00 per misdemeanor charge, other than offenses relating to vehicular parking and registration, processed through municipal court for distribution to Mississippi Coast Crime Stoppers. Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 263-2022

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 DISTRUBUTION 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 **Councilman Jackson**, seconded by **Councilman Elbin**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

Councilman Colledge made the motion to approve Option Number 1 as the new City of Gautier logo, as presented. Councilman Anderson seconded the motion. The vote was carried by majority. Those in favor were Mayor Vaughan, Councilman At-Large Colledge, Councilman George, Councilman Jackson, Councilman Anderson, and Councilman Elbin, with Councilman Gollott opposing.

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

ORDER NUMBER 159-2022

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 #1 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 **Councilman Colledge**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: Gordon Gollott

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 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



Councilman Colledge made the motion to approve the Master Services Agreement and scope of work for City website redesign and maintenance through CivicEngage, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 160-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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 agree 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

Councilman Colledge made the motion to award the contract for the 3 MGD Nanofiltration Water Treatment Plant equipment to Max Foote Construction Company, LLC, as presented, in the amount not to exceed \$4,897,060. 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:

ORDER NUMBER 161-2022

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 **Councilman Colledge**, 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 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

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

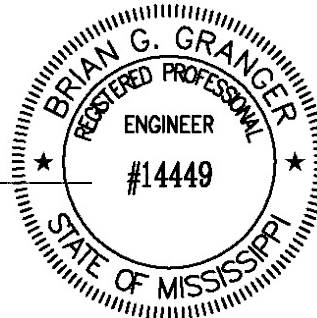
c: Casey Vaughan, Mayor, City of Gautier
Paula Yancey, City Manager

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



Councilman Gollott made the motion to approve the 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. Councilman George seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 167-2022

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

Councilman George made the motion to enter into a Professional Service Agreement with Seymour Engineering, as presented, for 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. 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 162-2022

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 **Councilman George**, 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 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.

Councilman Colledge made the motion to enter into a Professional Service Agreement with Seymour Engineering, as presented, for work associated with the Citywide Lift Station Upgrade project, in an amount not to exceed \$138,600.00. 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 163-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Councilman Gollott made the motion to enter into a Professional Services Agreement with Seymour Engineering, as presented, for the Highway 90 Sanitary Sewer and Water Lines – Singing River Mall Improvements Project, in the amount not to exceed \$150,000. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 164-2022

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Councilman Colledge made the motion to approve the request for a thirteen-foot (13') variance to secondary front yard setback requirements, as presented, 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). Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 165-2022

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 been met in this case;

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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.

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 Wynedote 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:

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):

- 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

22-24-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

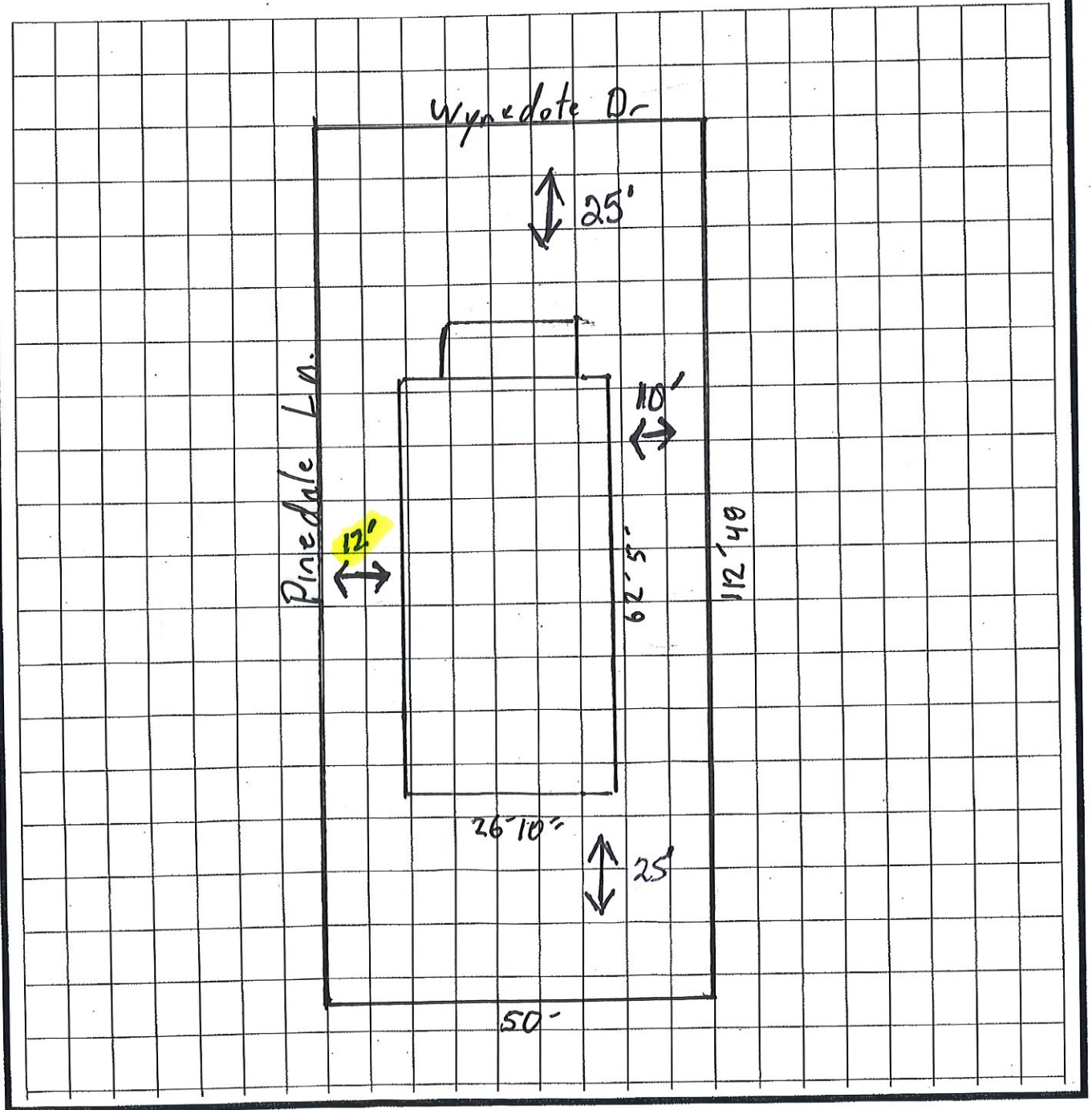
- C. Do the special conditions and circumstances result from actions of the applicant (you)?

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

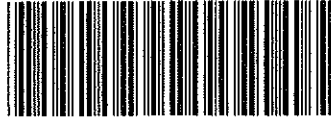
NARRATIVE

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 Rpt#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

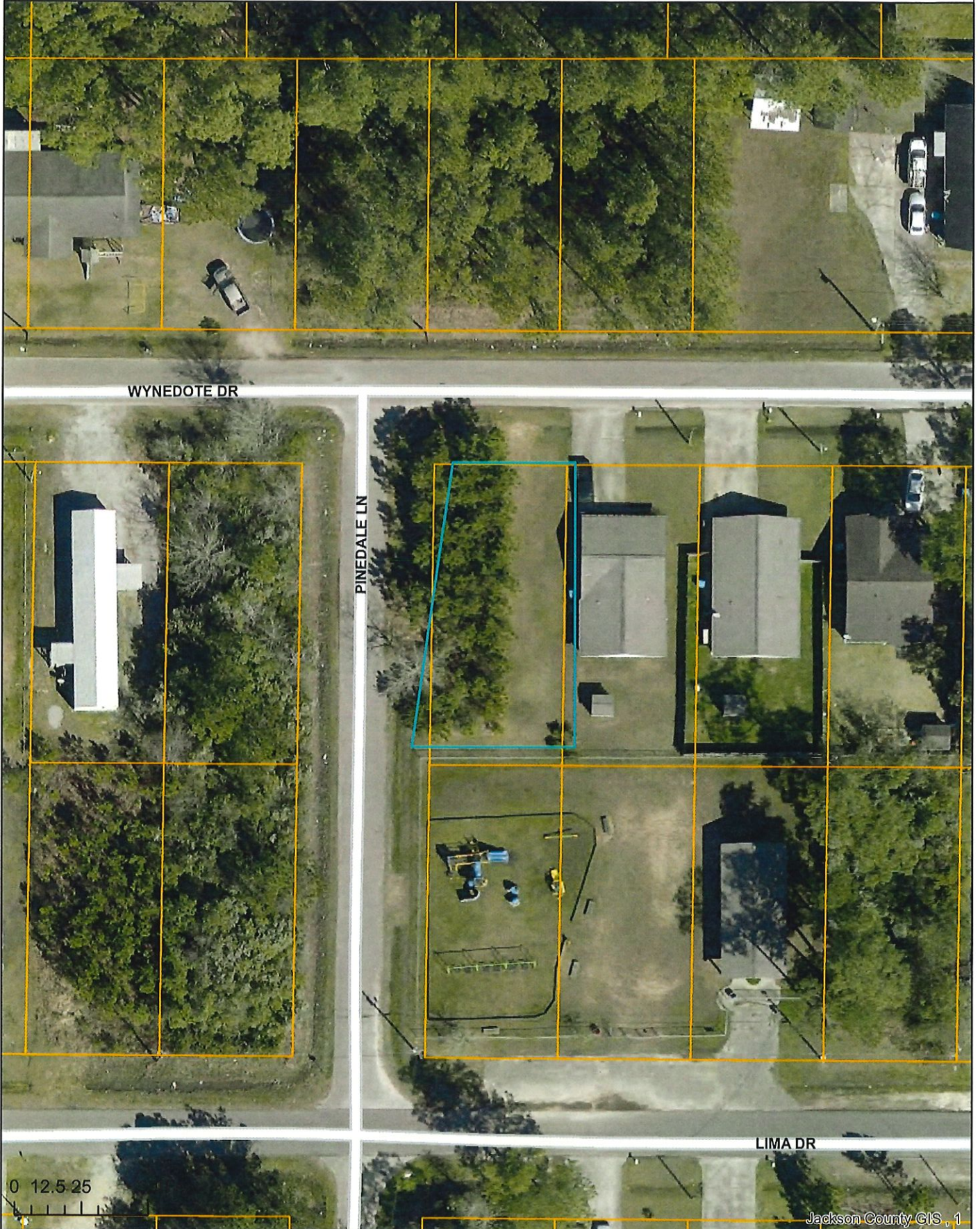


Exhibit A Location Map

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

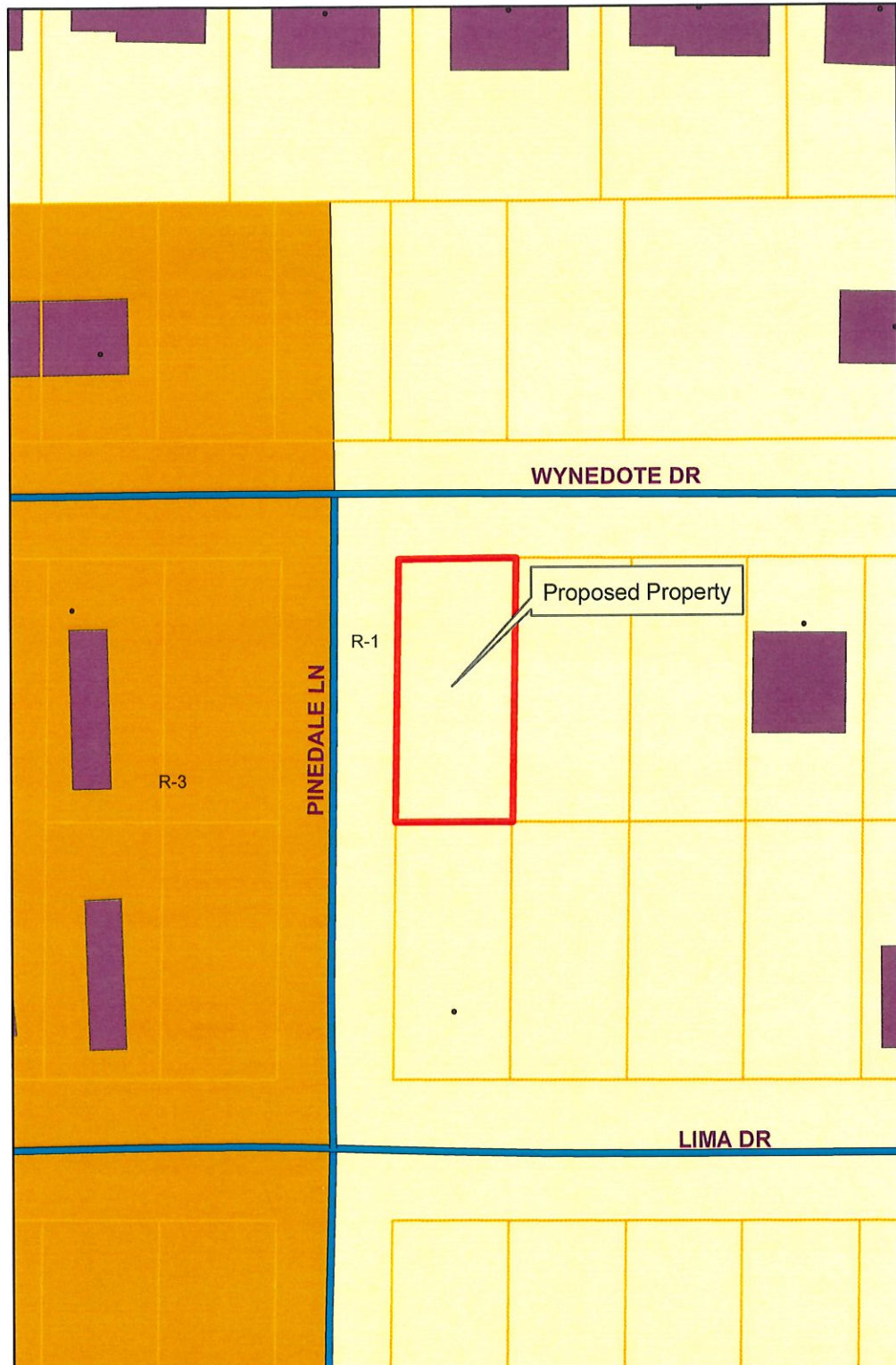


Exhibit C

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

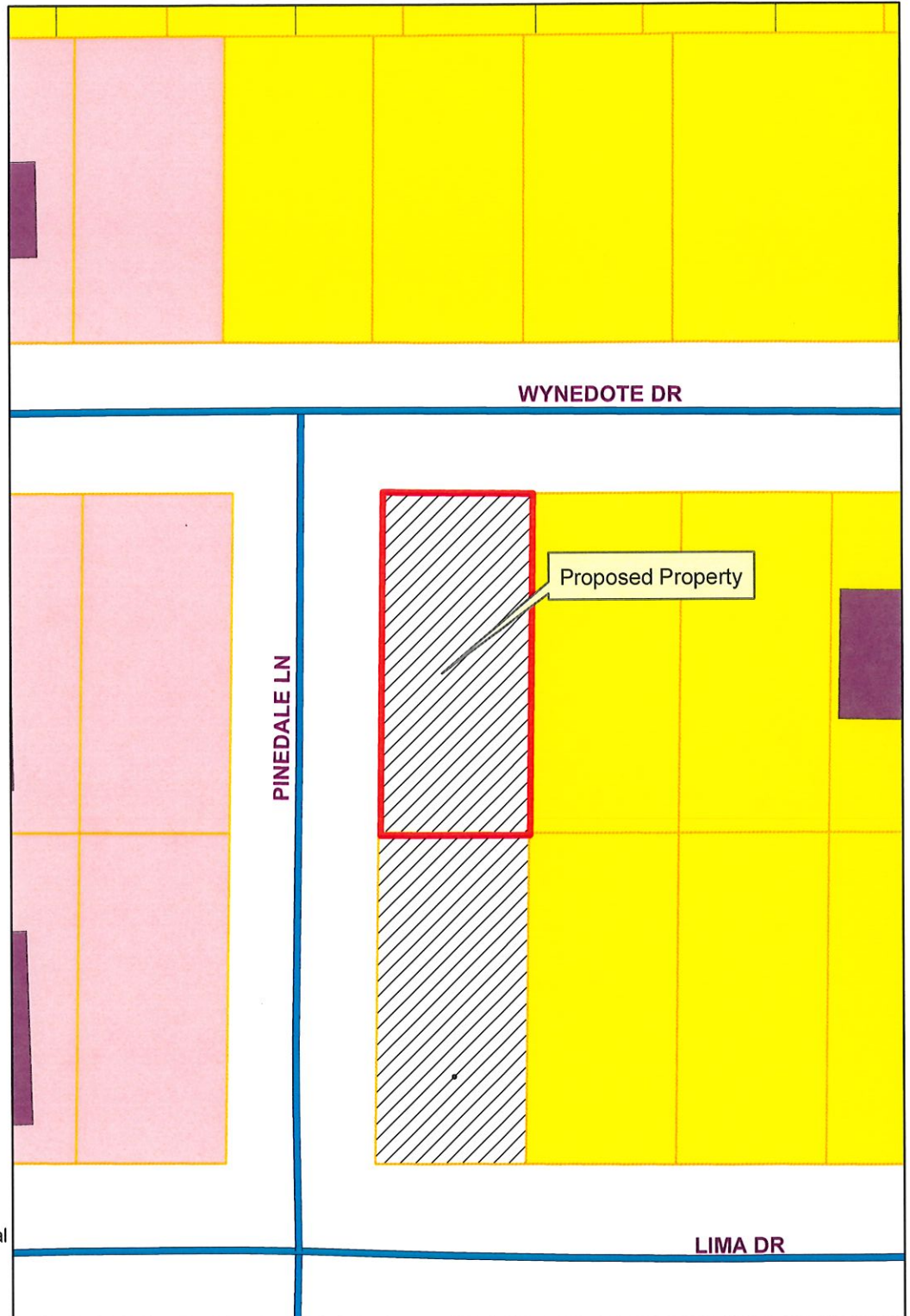


Exhibit D

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



Councilman Anderson made the motion to approve the request for a nine-foot (9') variance to side yard setback requirements, as presented, 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), with the stipulation that gutters must be installed on both sides where the one-foot (1') setback is requested. 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 166-2022

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 been met in this case;

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

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

Motion was made by **Councilman 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 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.

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, 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,

separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

22-31-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 308 Employee Receiving Application BL

Falicia Coleman

2224 Southampton Ct.

Gautier, MS 39533

337-965-0424

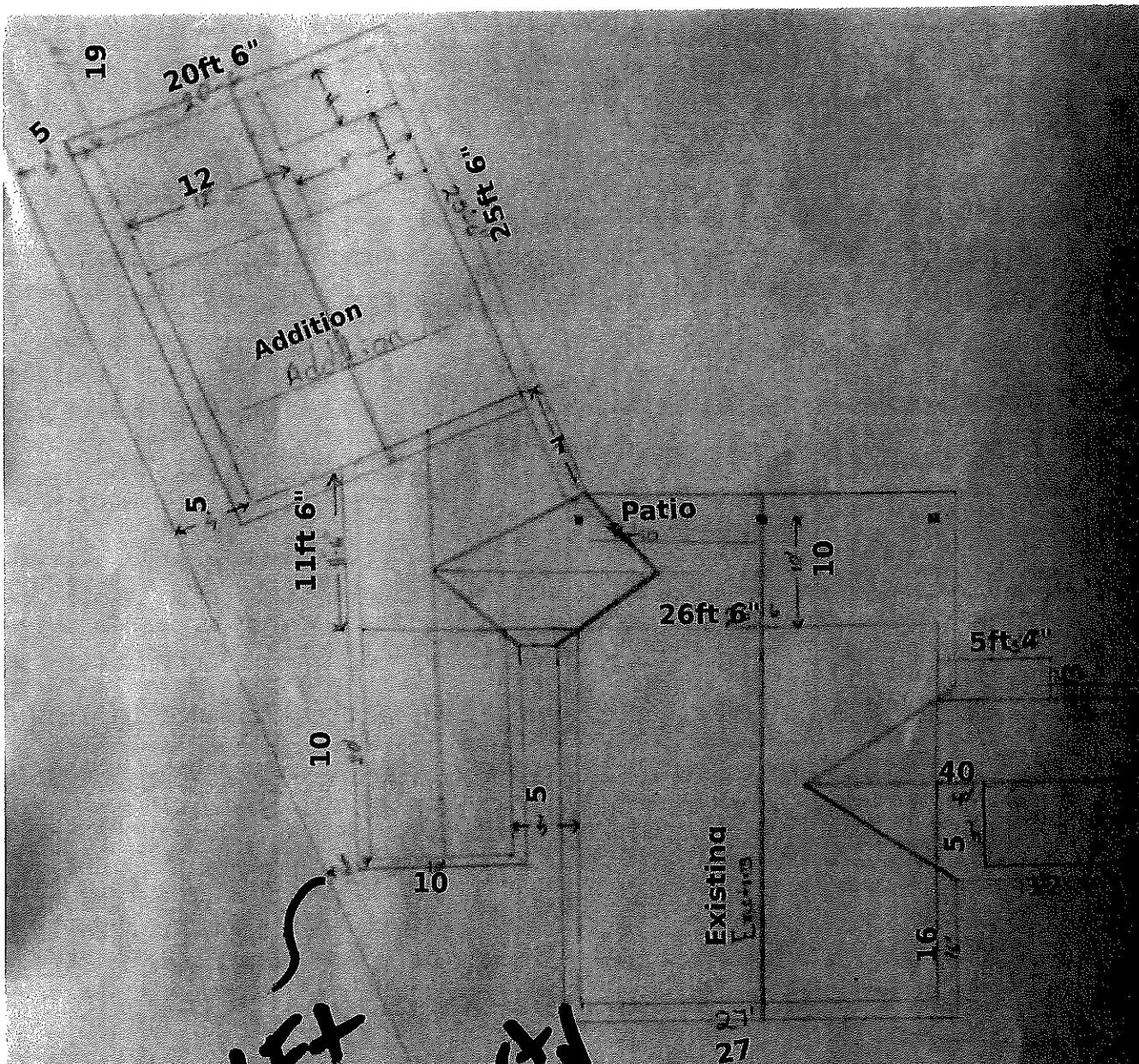
Reason for request:

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



1 Ft
from property
Line.

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

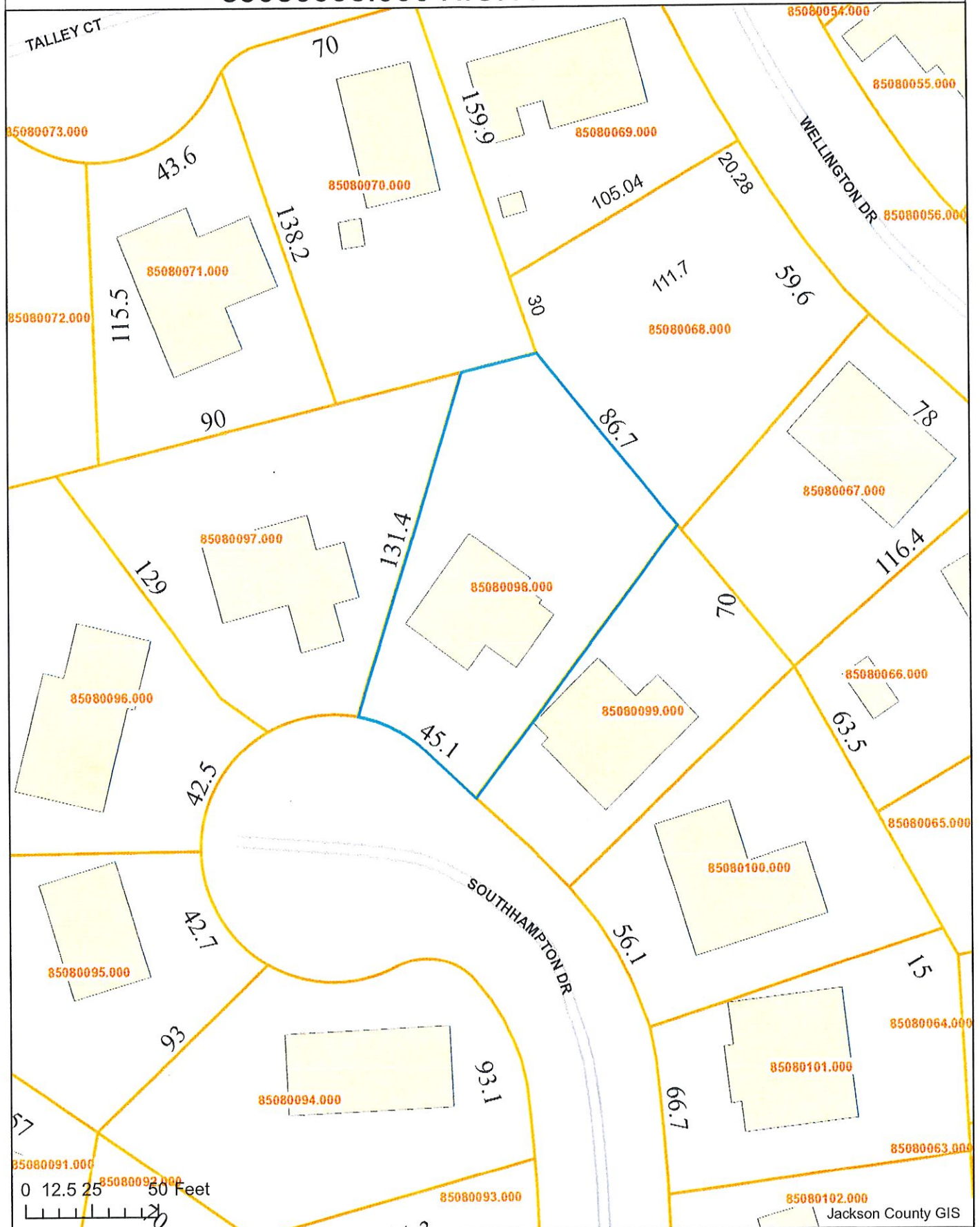
SQ FT: 1026 Year Built: 1973

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

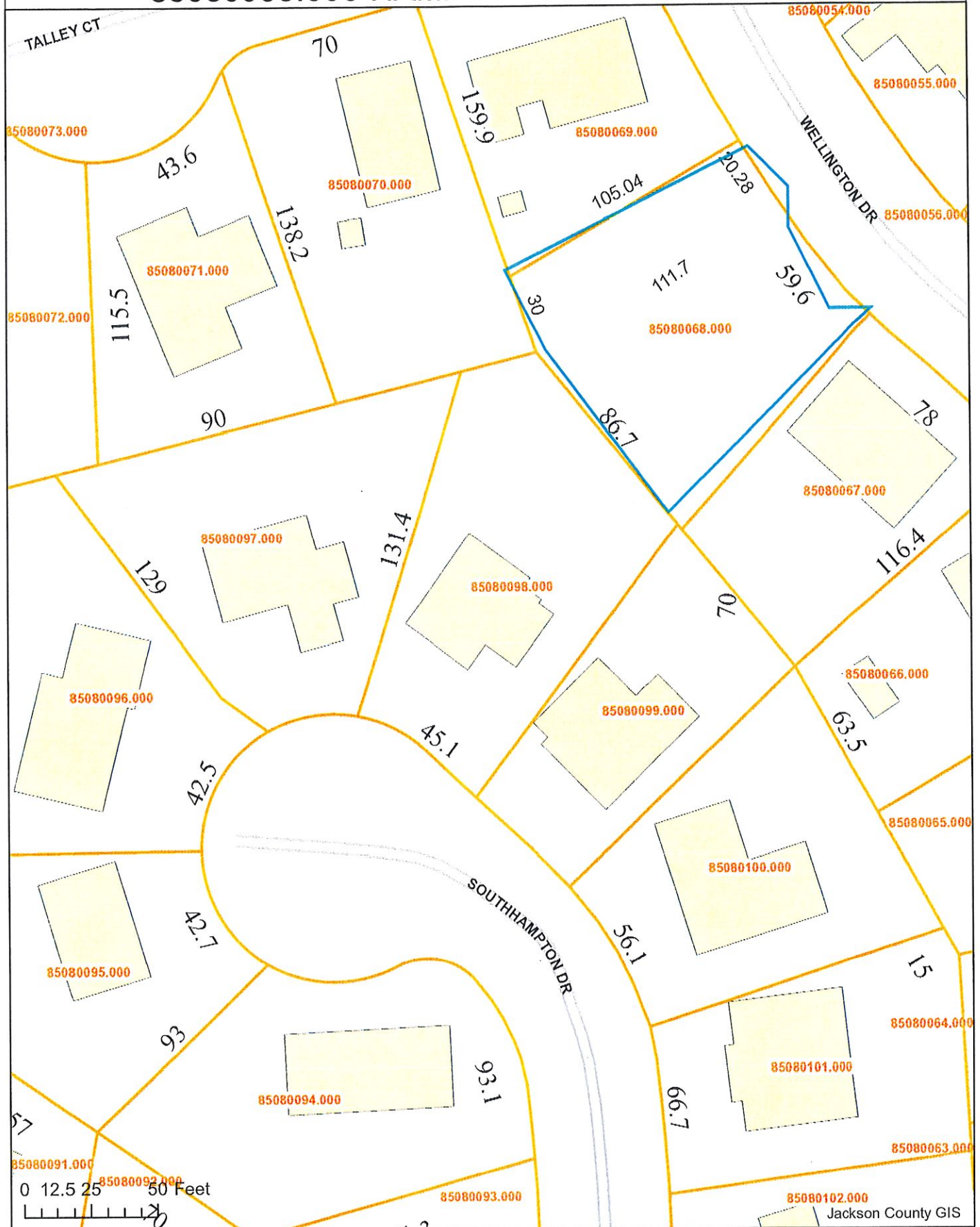
8' S 55*W 111.7' TO POB DB 1844-

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

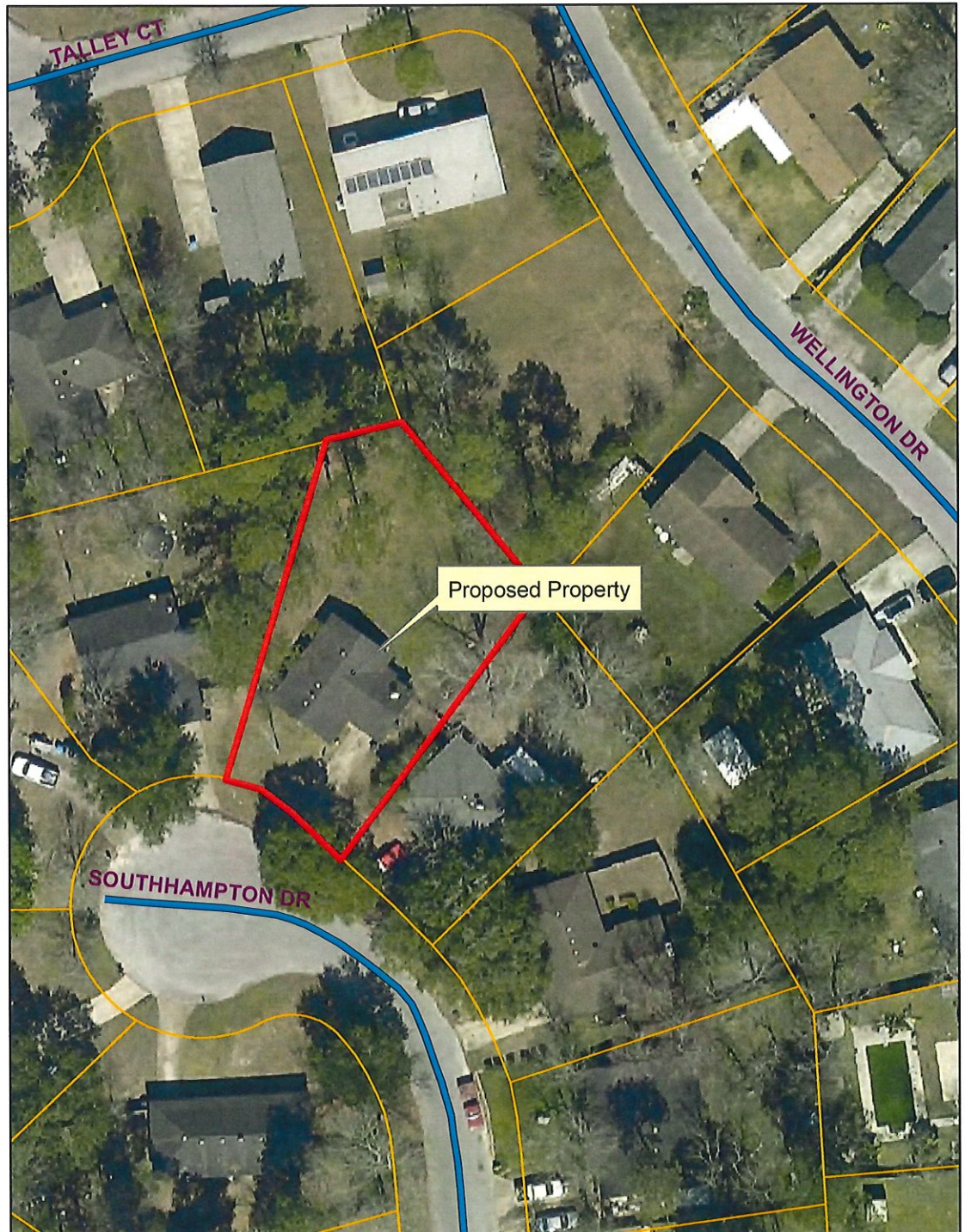


Exhibit B

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

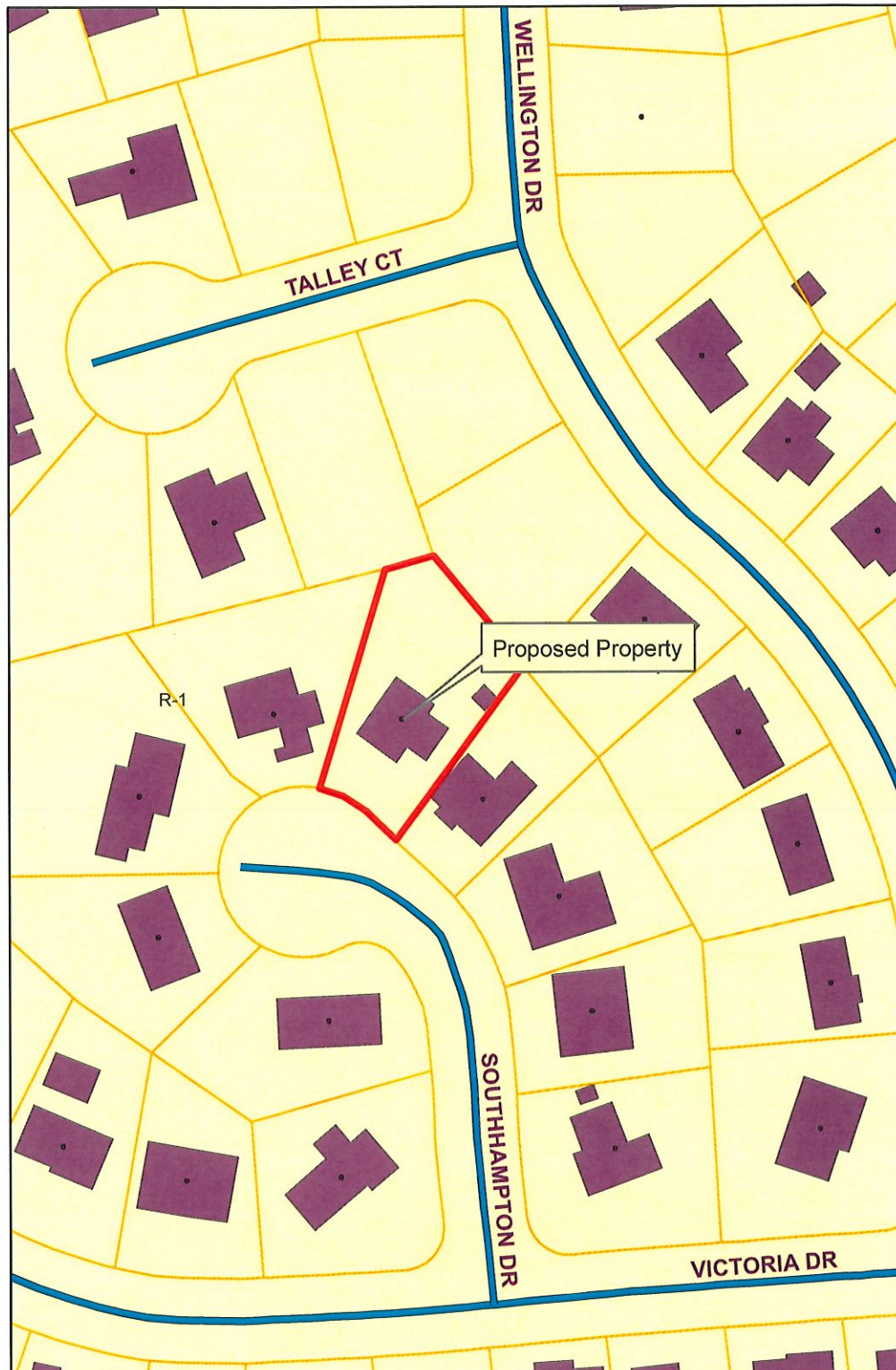


Exhibit C Existing Land-Use

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

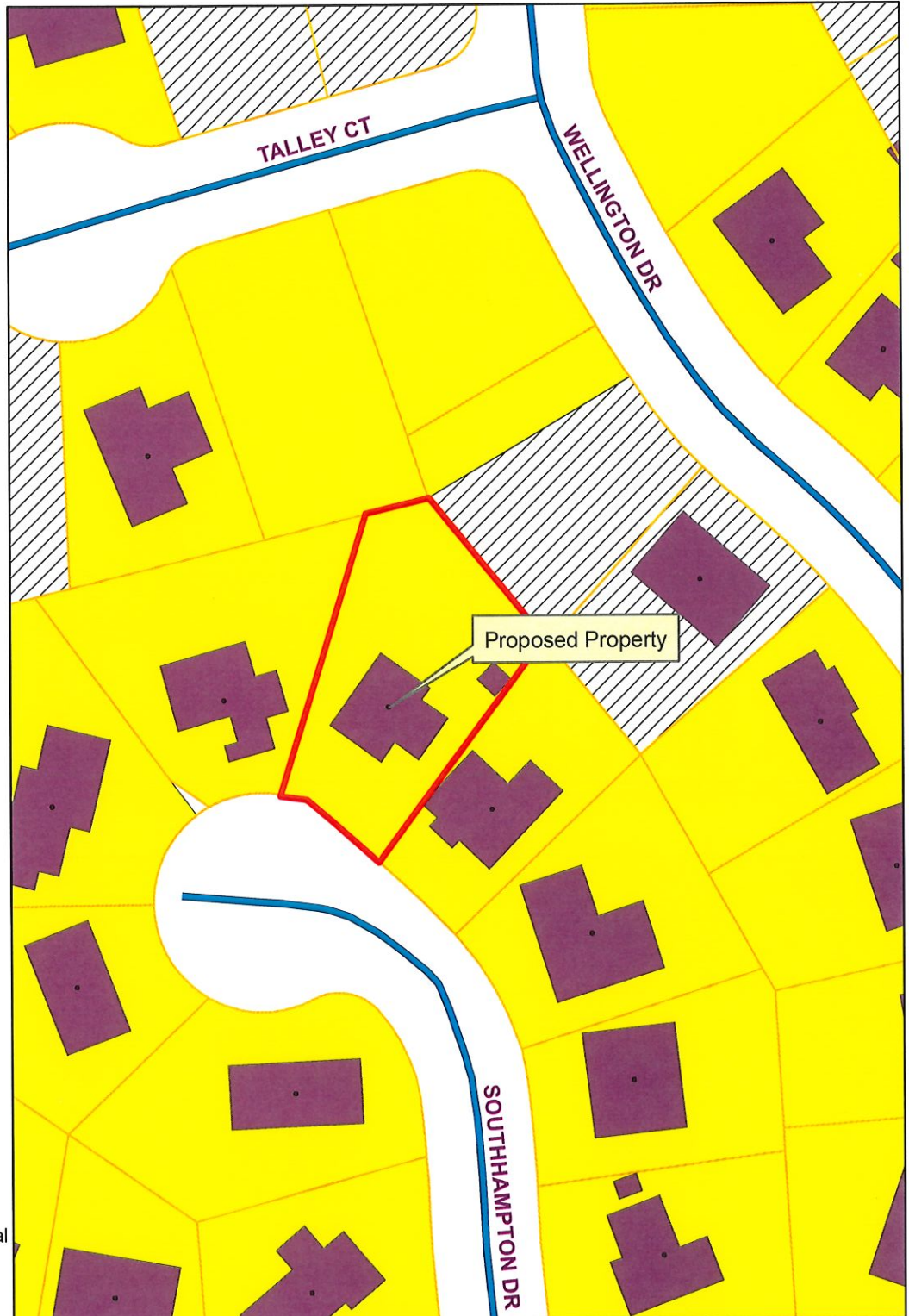


Exhibit D

Future Land-Use

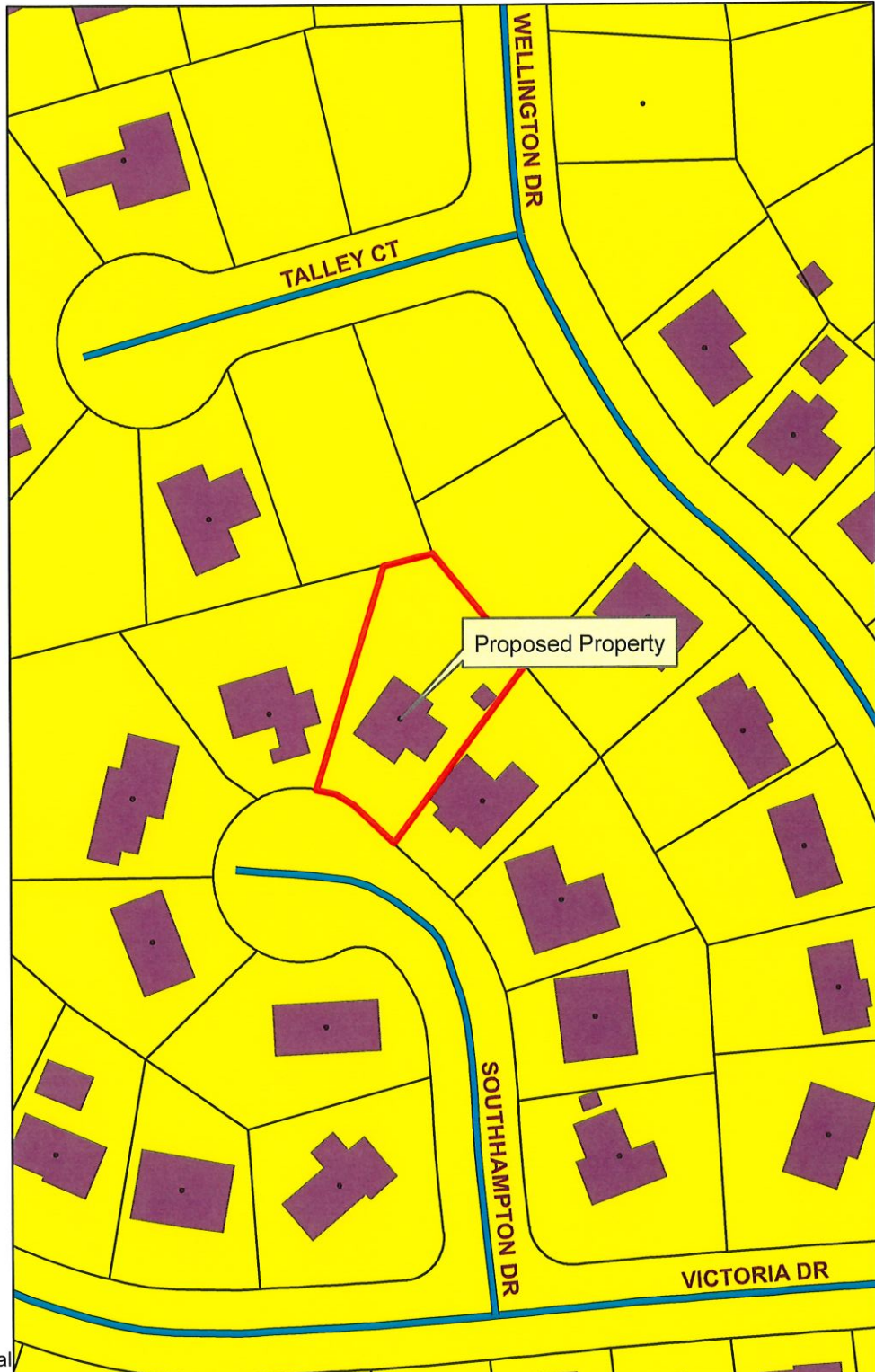
Prepared By:
City of Gautier
Planning Department

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



Councilman Anderson made the motion to approve the request for a two-foot (2') variance to fence height requirements, as presented, 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). 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 167-2022

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 been met in this case;

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

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

Motion was made by **Councilman 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 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:

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- (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

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:

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

22-31-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:

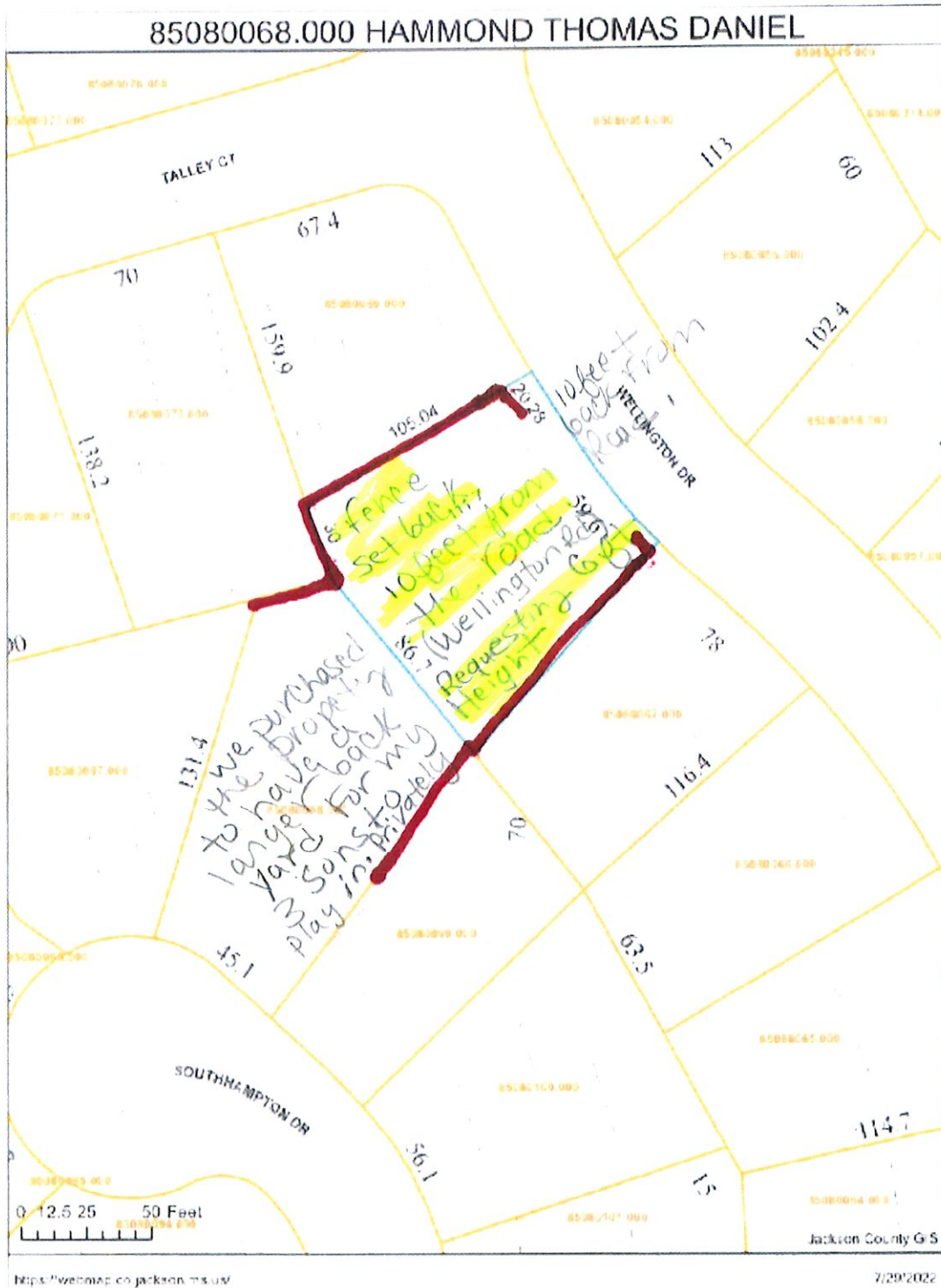
I have three teenage boys that play football, basketball and lift weights. They are very active, I wanted to keep them busy doing things that are safe and to ensure that they are at home and I can monitor them. I wanted to create a Safe Haven for them to play. In my back yard, I built a Gym and storage 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

[illegible]

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

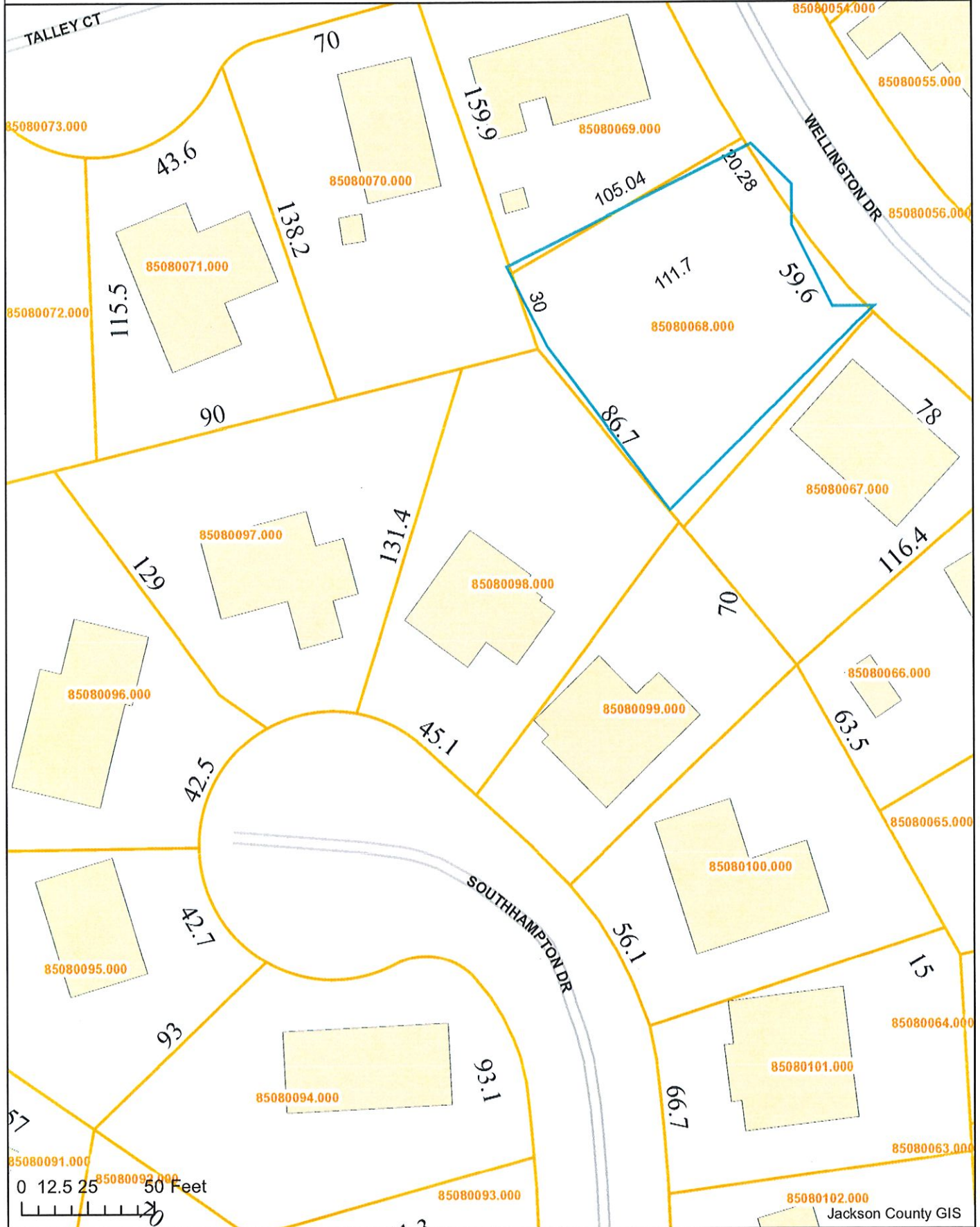
Year Built:

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:
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 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

Kelly Gresham
Notary Public, Mississippi



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

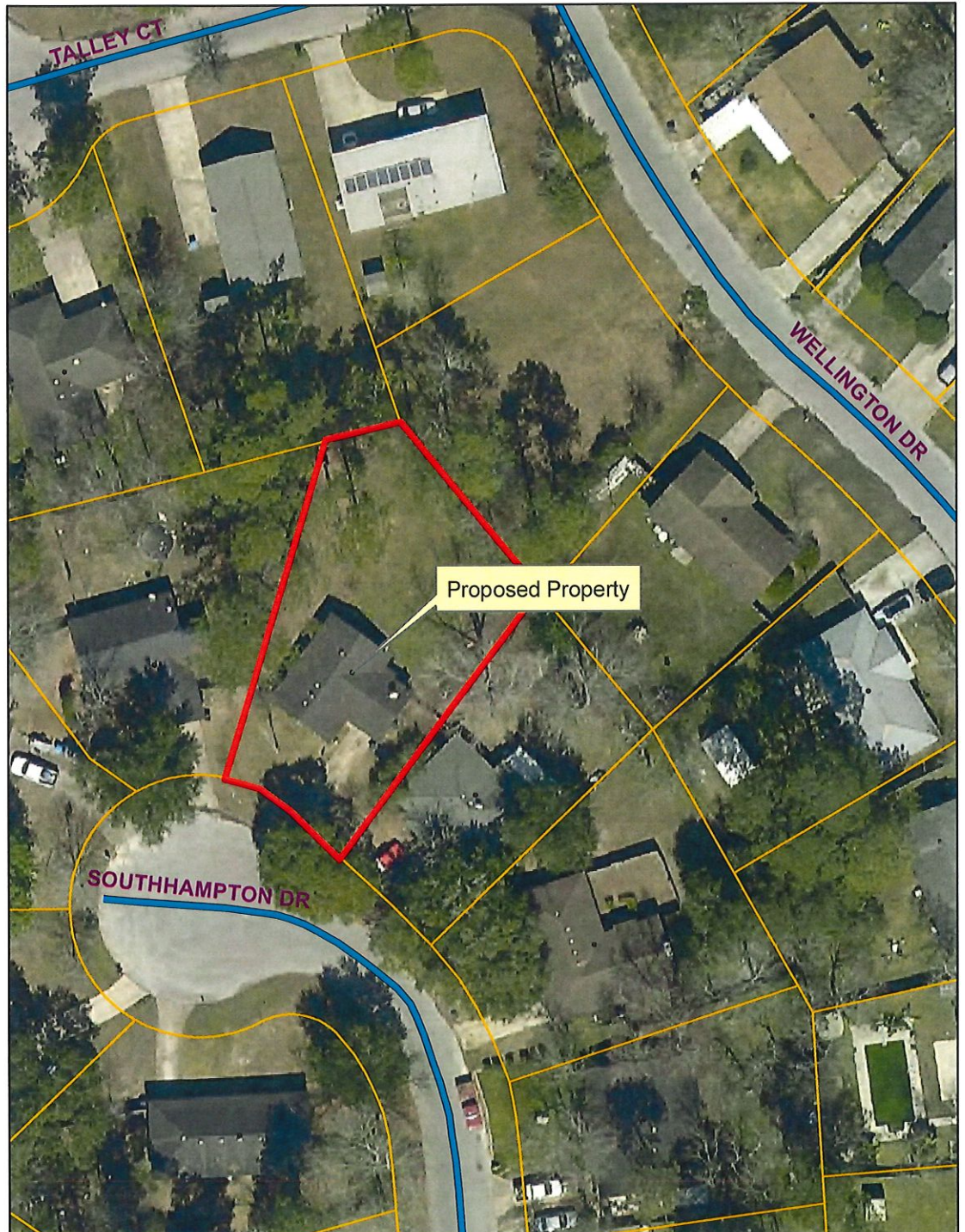


Exhibit B

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

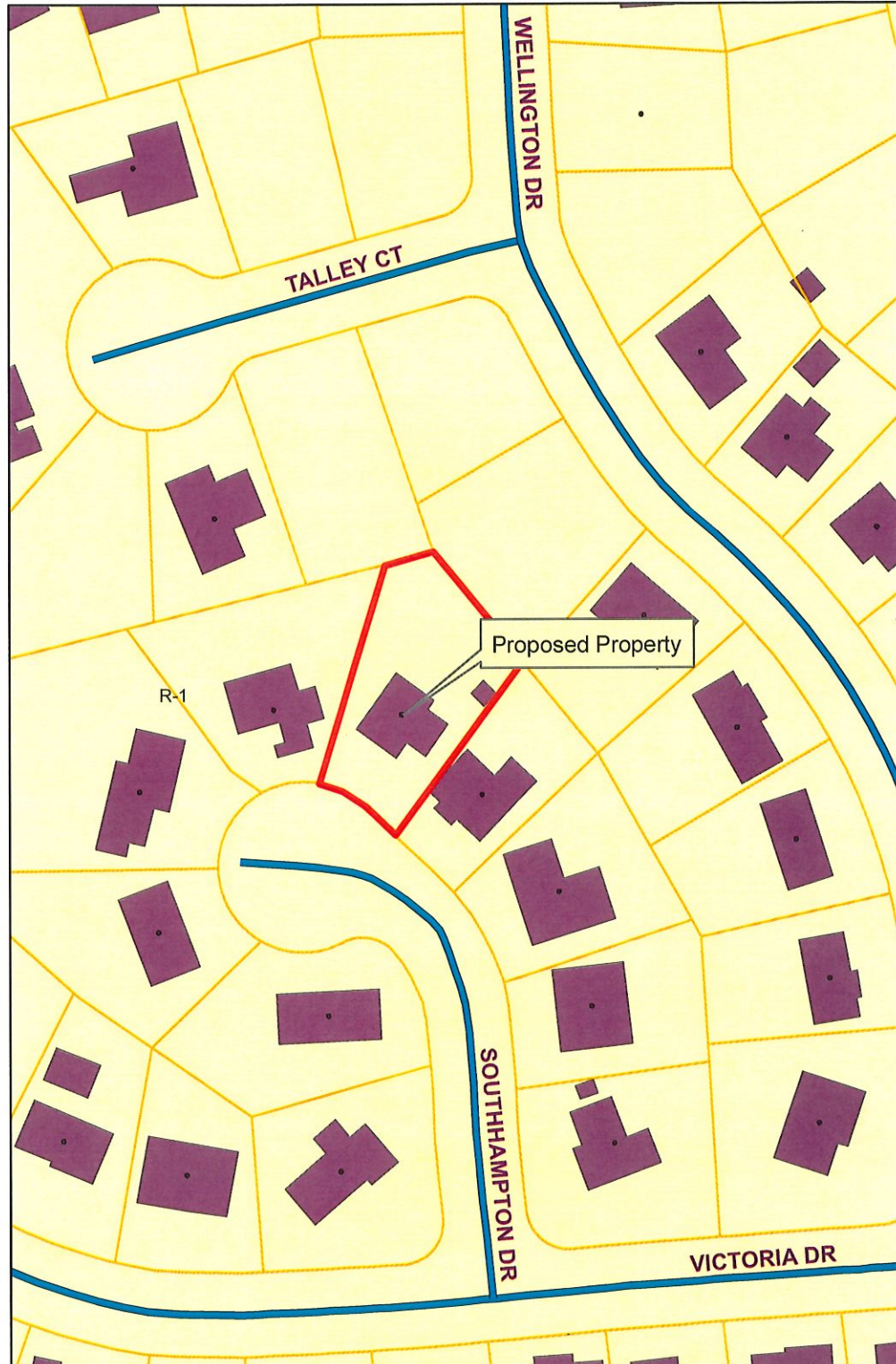


Exhibit C

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

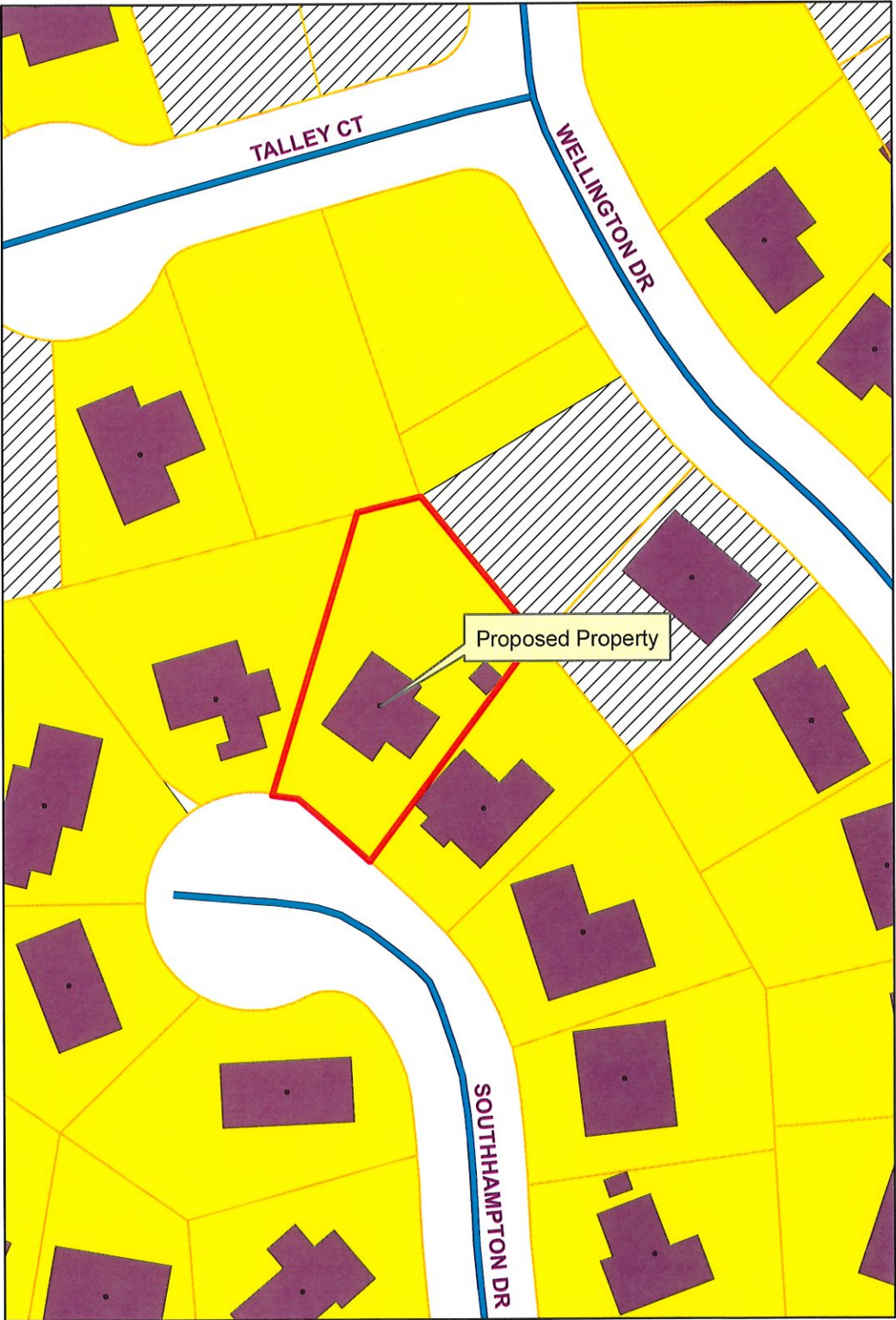


Exhibit D

Future Land-Use

Prepared By:

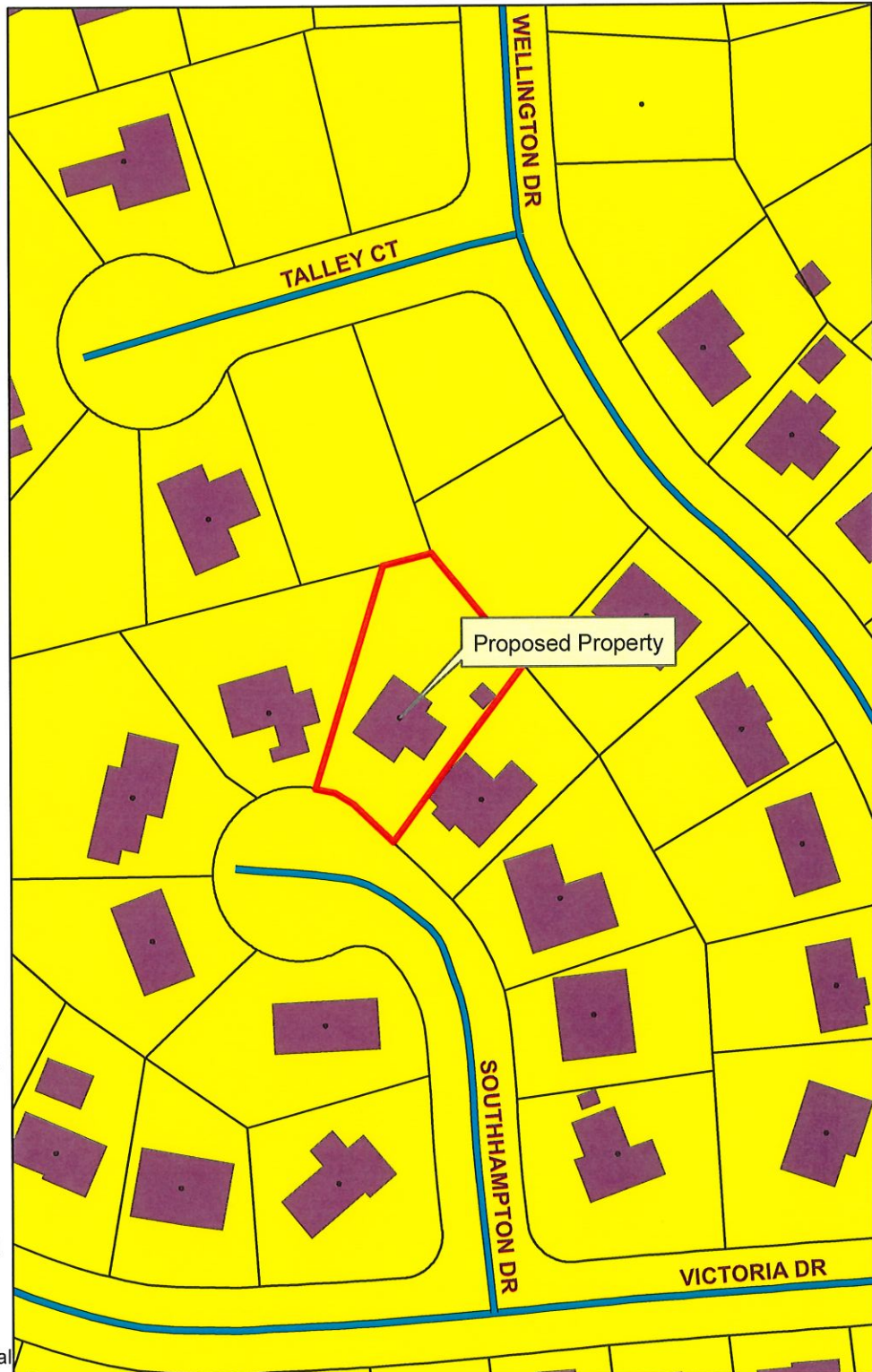
City of Gautier
Planning Department

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



Councilman Colledge made the motion to approve the Special Exception, as presented, 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, (GPC Case No. 22-30-SE) (PID #81970013.000). 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 168-2022

**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 be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception is consistent with the character of the immediate vicinity of the proposed use; and

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by 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 **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 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.

EXISTING WALLS
NEW CONSTRUCTION WALLS

Columns Style & Size Per Customer

VAULTED CEIL. (NEW)
COVERED REAR PORCH
VAULTED CEIL.

(NEW) KITCHEN
 10' CEIL. HT.
ISLAND BAR
 3'-4"

(NEW) DINING ROOM
 10' CEIL. HT.
 14'-1"

(NEW) MASTER BATH
 3'-6"
WALK IN TUB
 0'-0"

(NEW) LAUNDRY
 10' CEIL. HT.
 6'-5"

(NEW) MASTER CLOSET
 9'-10"

(NEW) LIVING ROOM
 10' CEIL. HT.
 10'-2"

MASTER BDRM
 12'-5 1/2"
 14'-10"

HALL BATH
 5'-3 1/2"
 3'-1 1/2"

BEDROOM #2
 10'-6"
 11'-5 1/2"

BEDROOM #3
 10'-8"
 10'-6 1/2"

FOYER
 10' CEIL. HT.
 2'-1 1/2"

COVERED FRONT PORCH
 20'-1"

LAUNDRY ROOM #2
 0'-6 1/2"

DOUBLE CARPORT (NEW)
Columns Style & Size Per Customer

Existing Mother-in-law Apartment
27' x 43'

 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

LEN
L. HT

LAND 1-43

(NEW)
DINING ROOM
10' CEIL. HT.

10' CEIL. HT.

(NEW)
MASTER BATH

—3'-6"→

~~TALK IN TURN~~

(NEW)
LAUNDRY
0' CELL HT

DRY
L. HT

(NEW)
MASTER CLOSET

(NEW)
LIVING ROOM
10' CUB. ST.

LIVING ROOM
10' CEIL. HT.

MASTER BDRM

HALL BATH

HALIFAX

BEDROOM #2

BEDROOM #3

FOYER
CEIL. HT.

СЕЛ. ИТ.

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

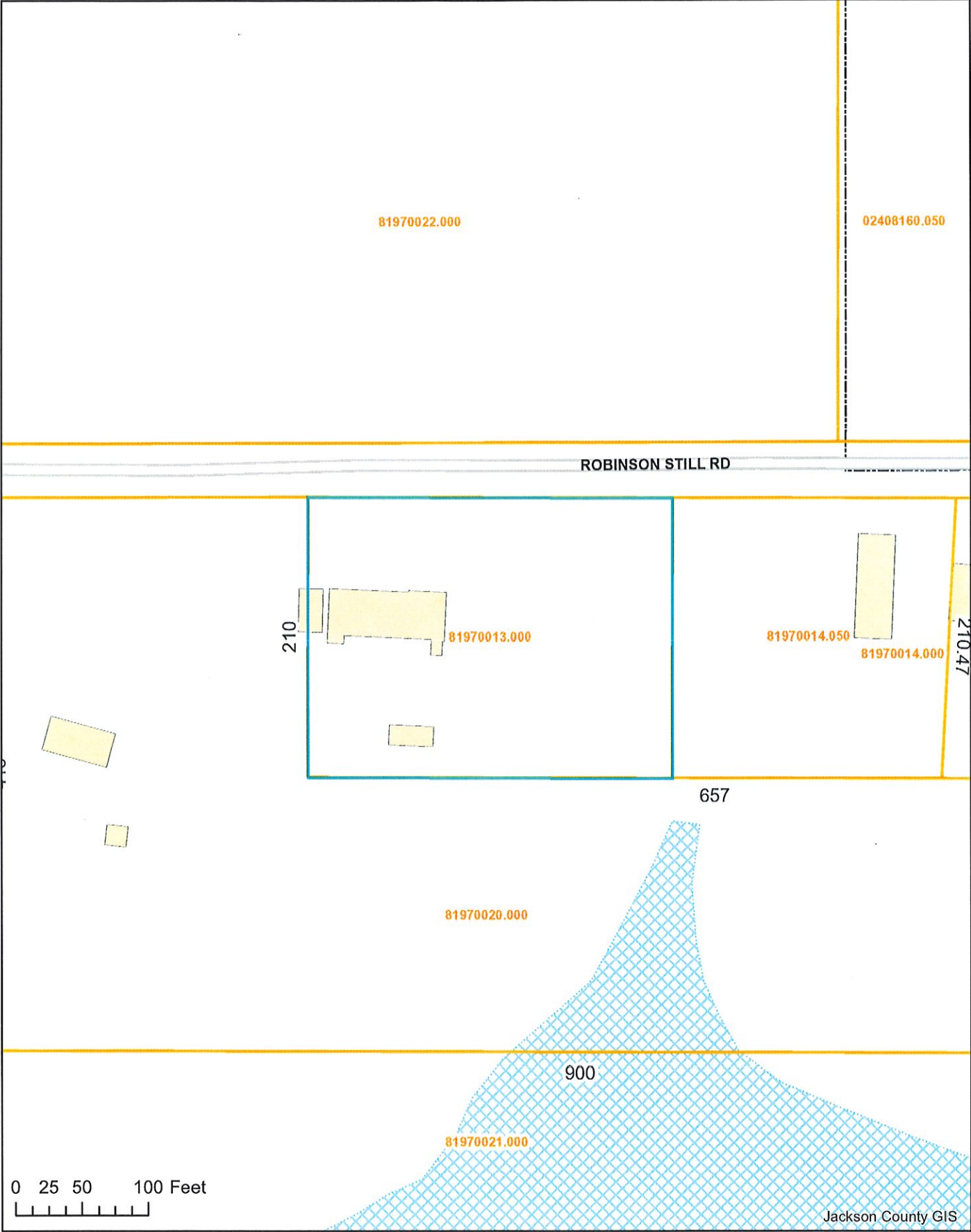


Exhibit A Location Map

■

Prepared by:
City of Gautier
Planning Department

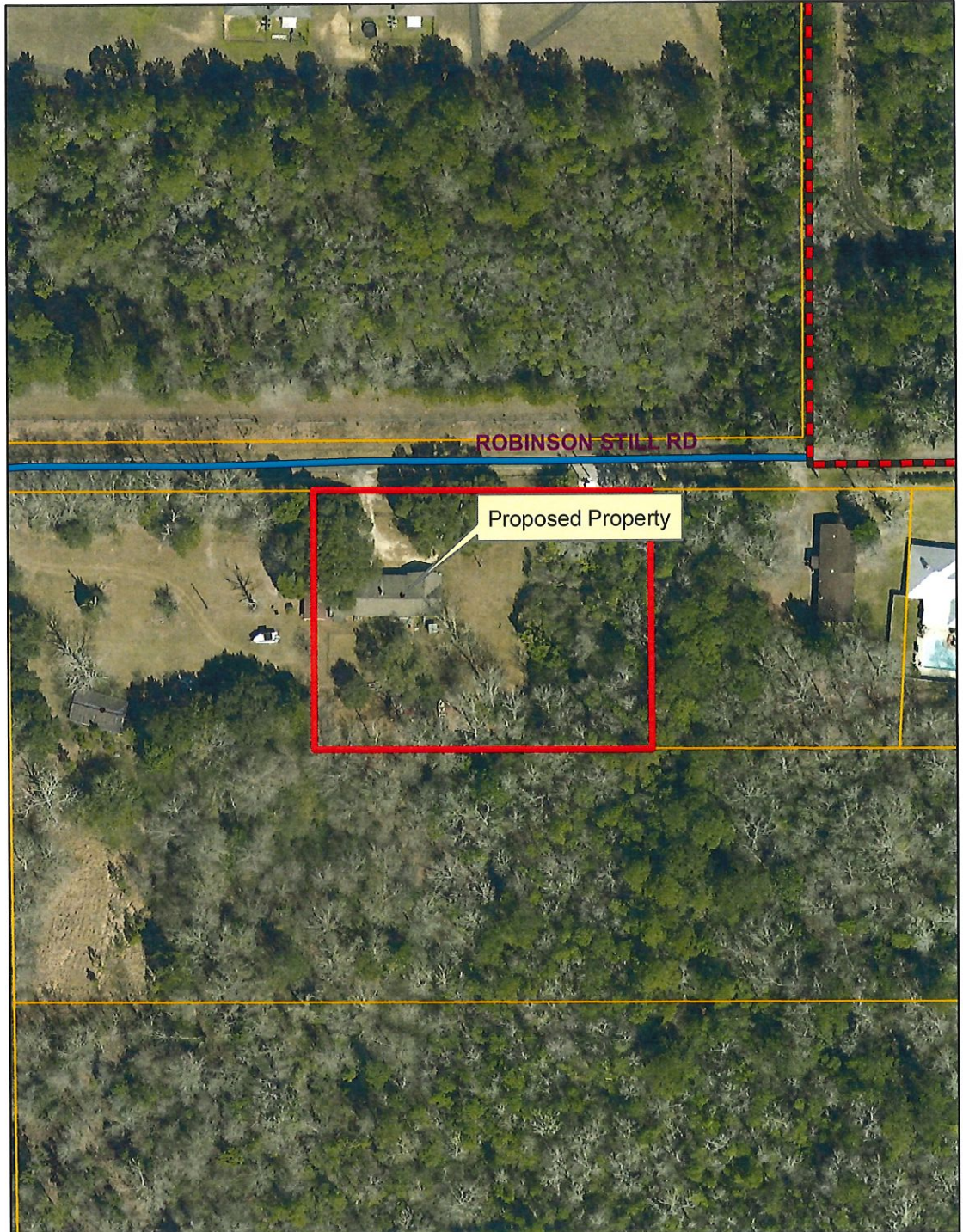


Exhibit B

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

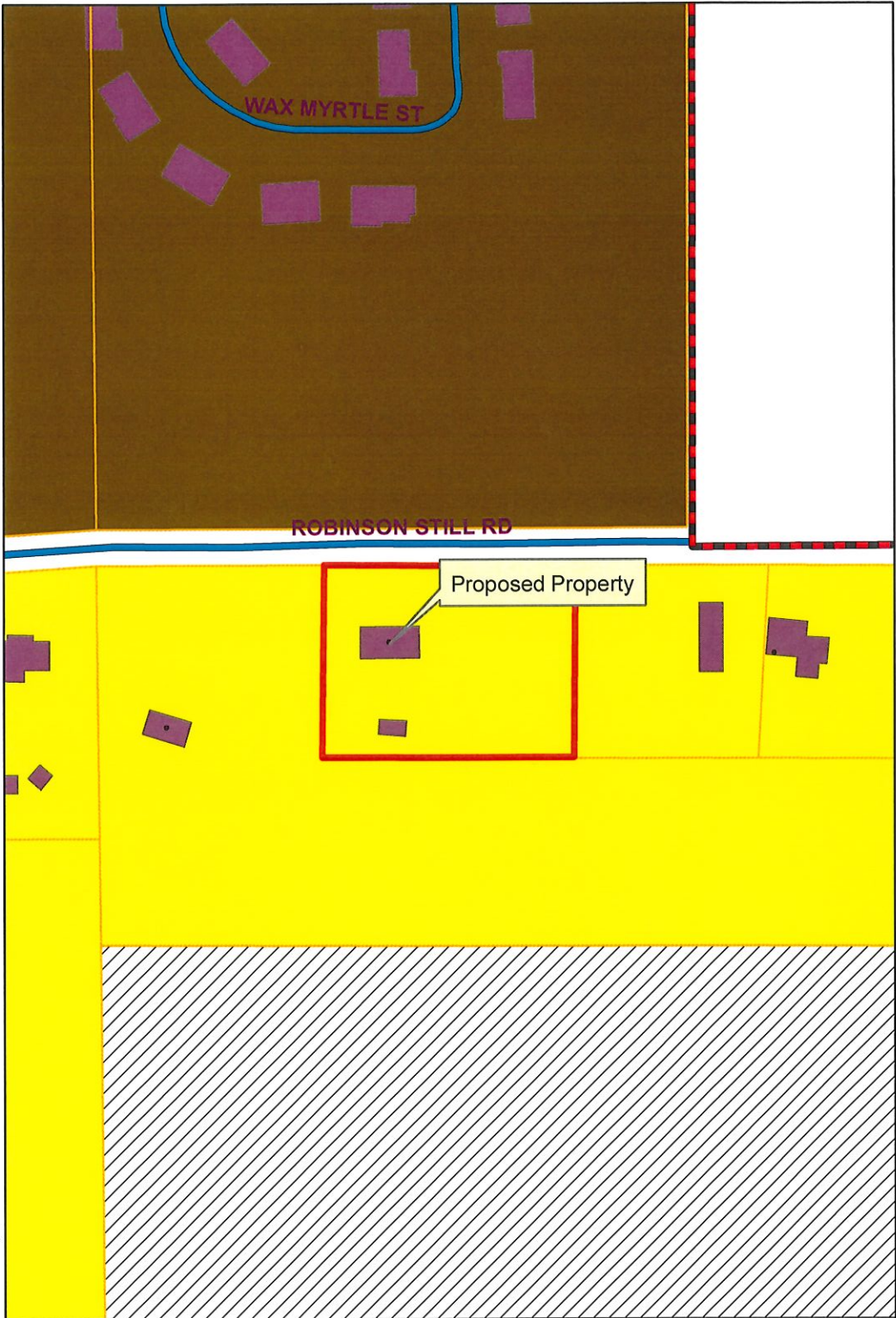


Exhibit D

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



Councilman Colledge made the motion to amend the Unified Development Ordinance, as presented, 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 regarding Medical Cannabis. Councilman Gollott seconded the motion. The vote was carried by majority. Those in favor were Mayor Vaughan, Councilman At-Large Colledge, Councilman George, Councilman Jackson, Councilman Gollott, and Councilman Anderson with Councilman Elbin opposing.

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

ORDINANCE NUMBER 264-2022

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 **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

NAYS: **Dante Elbin**

Adopted: August 16, 2022

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 are 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 pertain 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.

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.

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

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 169-2022

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

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

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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		Invoice #	Date	P.O.	Amount	
		ENG DESIGN/BIDDING 70%		8510	07/26/2022			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		

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
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

Councilman George made the motion to approve Consent Agenda Items 1-10, 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 170-2022

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-10 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 George**, 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 16, 2022.

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

ORDER NUMBER 171-2022

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 **Councilman George**, 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 16, 2022.

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

ORDER NUMBER 172-2022

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 **Councilman George**, 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 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

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

ORDER NUMBER 173-2022

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 **Councilman George**, 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 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							

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

ORDER NUMBER 174-2022

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 **Councilman George**, 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 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

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

ORDER NUMBER 175-2022

WHEREAS, on July 19, 2022, there came before the Mayor and Council for the City of Gautier a Consideration for a Special Exception that would allow a cannabis cultivation facility in an existing building in a C-2 Community Commercial Zoning District; and

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

WHEREAS, the motion as made per the recording of the meeting was "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," as reflected by attachment A hereto; and

WHEREAS, Whereas, the Mayor and Council for the City of Gautier have the authority to correct clerical errors through nunc pro tunc orders; and

BE IT THEREFORE ORDERED, that the motion for 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, shall be corrected to read "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."; and

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 **Councilman George**, 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 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.

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

RESOLUTION NUMBER 168-2022

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 **Councilman George**, 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**

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:

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

ORDER NUMBER 176-2022

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 **Councilman George**, 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 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

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

ORDER NUMBER 177-2022

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 **Councilman George**, 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 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

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

ORDER NUMBER 178-2022

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 **Councilman George**, 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 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

 CHECK NUMBER
AND NOTATION

DATE 8/5/12

PAY
TO THE
ORDER OF

City of Gautier

\$ 1,000⁰⁰

One Thousand & 00/100

DOLLARS



 Deposit
Anywhere
Using Your
Smart Device

FOR Cruisin - Silver Sponsorship

Quell

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

ORDER NUMBER 179-2022

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 **Councilman George**, 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 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

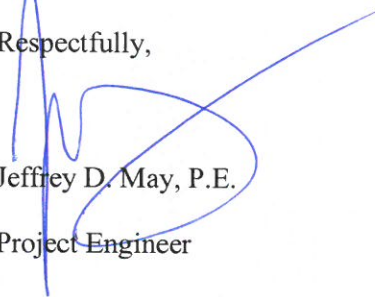
Contractor Final Pay Application 8 Final

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

LPA Official:

Approved:

Chief Engineer by

Original Signed

Lee Frederick, P.E.

Project Engineer

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:

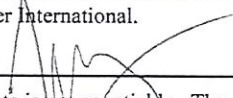
By:  Date: 8/10/22

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.

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

464

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

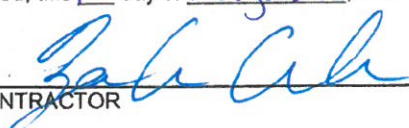
CONTRACTOR:
 Moran Hauling Inc.
 10380 Three Rivers Rd.
 Gulfport, MS 39503

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.

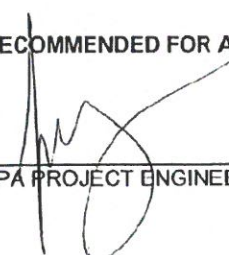
Dated, this 10 day of August, 2022.



CONTRACTOR

SURETY

RECOMMENDED FOR APPROVAL:



LPA PROJECT ENGINEER

8/10/2022

DATE

MDOT DISTRICT ENGINEER

DATE

APPROVED:

LPA OFFICIAL

Dated this ____ day of _____, 2022

Councilman Gollott made the motion to adjourn until September 6, 2022 at 6:30pm.
Councilman George 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 September 6, 2022.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 6, 2022
Receive July 2022 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive July 2022 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for 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.

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 September 6, 2022.

JUL 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,261,482.56
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,025,936.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$3,874,278.20
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$390,139.21
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	\$12,832.38
Library Support Fund	Depository Account	172-000-001	\$2,930.68
Shepard State Park Fund	Depository Account	176-000-001	\$63,301.82
USDA NRCS EWP Program	Depository Account	300-000-001	(\$146,634.39)
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$196,852.11
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$211,103.42
EPA: Brownfields Assessment	Depository Account	409-000-001	

General Ledger Cash Balance \$11,189,640.17

General Depository Reconciled Cash Balance \$11,189,640.17

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	\$3,442,089.66
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	

General Ledger Cash Balance \$3,219,401.06

Enterprise Reconciled Cash Balance \$3,214,874.89

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,815,338.66
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$268,926.05
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,555.07
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,509.29
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,509.29
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$0.00
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,001,270.85
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,002,298.26
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,444,945.21
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$109,973.90
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	\$4,819,595.16
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,299.96
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,577.27
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$916,594.11

Total Bond & Restricted Reconciled Cash Balances \$13,604,393.88

**JUL 2022
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2022	JUL 2022	Balance	83.33% % to date
General Fund Revenues	11,523,712.11	9,551,841.56	1,971,870.55	82.8%
Expenditures:				
001 Legislative	278,455.00	213,158.67	65,296.33	76.5%
010 City Court	354,479.00	259,010.20	95,468.80	73.0%
021 City Manager	320,800.00	176,447.35	144,352.65	55.0%
022 Human Resources	79,170.00	60,953.52	18,216.48	76.9%
040 City Clerk	550,511.00	419,522.64	130,988.36	76.2%
060 City Attorney	180,000.00	125,840.10	54,159.90	69.9%
090 Economic Dev - Planning	513,551.00	394,540.63	119,010.37	76.8%
092 Building & General Expenses	663,200.00	506,089.21	157,110.79	76.3%
094 Grants & Project Admin	232,305.00	157,872.06	74,432.94	67.9%
100 Police	4,089,485.00	2,905,030.80	1,184,454.20	71.0%
161 Fire	2,803,845.00	2,173,763.08	630,081.92	77.5%
170 Recreation	853,009.00	599,718.32	253,290.68	70.3%
201 PW: Streets	445,000.00	193,396.41	251,603.59	43.4%
205 PW: Maintenance	316,074.00	196,355.16	119,718.84	62.1%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	1,009,135.11	1,008,885.11	250.00	99.9%
General Fund Expenditures	12,776,473.11	9,478,036.81	3,298,436.30	74.1%
<i>Total Operating Expenditures</i>	<i>11,209,458.00</i>	<i>8,124,727.44</i>	<i>3,084,730.56</i>	
<i>Total Capital Outlay Expenditures</i>	<i>342,343.00</i>	<i>128,891.67</i>	<i>213,451.33</i>	
<i>Total Debt Service</i>	<i>215,537.00</i>	<i>215,532.59</i>	<i>4.41</i>	
<i>Total Transfers Out</i>	<i>1,009,135.11</i>	<i>1,008,885.11</i>	<i>250.00</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,776,473.11</i>	<i>9,478,036.81</i>	<i>3,298,436.30</i>	
<i>Personnel</i>	<i>8,363,563.00</i>	<i>6,475,646.06</i>	<i>1,887,916.94</i>	
<i>Supplies</i>	<i>748,472.00</i>	<i>374,369.11</i>	<i>374,102.89</i>	
<i>Other Services</i>	<i>2,097,423.00</i>	<i>1,274,712.27</i>	<i>822,710.73</i>	
<i>Capital Outlay</i>	<i>342,343.00</i>	<i>128,891.67</i>	<i>213,451.33</i>	
<i>Debt Service</i>	<i>215,537.00</i>	<i>215,532.59</i>	<i>4.41</i>	
<i>Interfund Transfers for DS</i>	<i>1,009,135.11</i>	<i>1,008,885.11</i>	<i>250.00</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,776,473.11</i>	<i>9,478,036.81</i>	<i>3,298,436.30</i>	

**JUL 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JUL 2022	Balance	83.33% % to date
002 HB1 Modernization Funds				
Revenues	846,086.00	802,944.41	43,141.59	94.9%
Expenditures	1,276,578.00	207,500.00	1,069,078.00	16.2%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	2,272,838.61	2,272,838.61	0.00	100.0%
Expenditures	4,545,677.23	671,399.03	3,874,278.20	14.7%
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	1,329,257.40	5,113,269.60	20.6%
Expenditures	8,496,100.68	1,565,253.23	6,930,847.45	18.4%
156 SE MS METRO TASK FORCE				
Revenues	0.00	30,000.00	(30,000.00)	
Expenditures	264,240.00	97,115.15	167,124.85	36.7%
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	671,308.04	68,395.08	602,912.96	10.1%
Expenditures	701,308.04	85,562.70	615,745.34	12.2%
172 Library Support Fund				
Revenues	125,282.00	117,039.35	8,242.65	93.4%
Expenditures	125,282.00	117,226.14	8,055.86	93.5%
176 Shepard State Park				
Revenues	251,670.00	130,751.52	120,918.48	51.9%
Expenditures	281,981.00	147,533.40	134,447.60	52.3%
250 2018 W&S Bond Debt Service				
Revenues	288,796.00	240,181.32	48,614.68	83.1%
Expenditures	284,494.00	284,493.76	0.24	99.9%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,672.00	10,546.45	125.55	98.8%
Expenditures	646.00	0.00	646.00	

JUL 2022
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2022	As of JUL 2022	Balance	83.33% % to date
252 2019 W&S Bond Debt Service				
Revenues	385,096.00	320,230.58	64,865.42	83.1%
Expenditures	378,707.00	378,706.25	0.75	99.9%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,782.00	10,719.41	62.59	99.4%
Expenditures	816.00	0.00	816.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	57,715.44	57,715.44	0.00	100.0%
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	4,238,687.38	4,229,291.01	9,396.37	99.7%
Expenditures	5,856,491.51	1,451,796.76	4,404,694.75	24.7%
305 S2019 MPI GO Bond Construction Fund				
Revenues	300,332.00	300,845.15	(513.15)	100.1%
Expenditures	367,321.38	275,632.63	91,688.75	75.0%
307 Bacot Park Improvements				
Revenues	216,621.00	216,621.00	0.00	100.0%
Expenditures	1,748,995.70	1,145,311.20	603,684.50	65.4%
309 Town Center Retail Dev Complex				
Revenues	7,321,747.20	7,021,575.35	300,171.85	95.9%
Expenditures	9,323,017.60	9,023,017.60	300,000.00	96.7%
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	11,047.34	11,047.34	0.00	100.0%
Expenditures	11,047.34	11,047.34	0.00	100.0%
355 Water Supply & Treatment Plant				
Revenues	38,979.57	40,927.96	(1,948.39)	104.9%
Expenditures	5,258,590.77	433,300.20	4,825,290.57	8.2%
358 2019 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	5,230.00	5,154.97	75.03	98.5%

JUL 2022
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2022	As of JUL 2022	Balance	83.33% % 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	1,325,209.64	261,130.36	83.5%
Expenditures	1,592,850.00	1,202,183.99	390,666.01	75.4%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	40.00	200.49	(160.49)	501.2%
Expenditures	95.00	0.00	95.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	402.51	47.49	89.4%
Expenditures	827.00	0.00	827.00	

**JUL 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2022	JUL 2022	Balance	83.33% % to date
Utility Fund Revenues	9,095,000.00	7,624,719.64	1,470,280.36	83.8%
Administration	3,114,228.00	2,542,859.50	571,368.50	81.6%
Water & Sewer O & M	3,884,523.00	2,875,142.14	1,009,380.86	74.0%
Debt Service	1,065,921.00	835,269.73	230,651.27	78.3%
Transfers	1,472,000.00	970,000.00	502,000.00	65.8%
Contingencies	100,000.00	0.00	100,000.00	
Utility Fund Expenditures	9,636,672.00	7,223,271.37	2,413,400.63	74.9%
<i>Total Operating Expenditures</i>	<i>6,794,551.00</i>	<i>5,380,789.86</i>	<i>1,413,761.14</i>	
<i>Total Capital Outlay Expenditures</i>	<i>204,200.00</i>	<i>37,211.78</i>	<i>166,988.22</i>	
<i>Total Debt Service</i>	<i>1,065,921.00</i>	<i>835,269.73</i>	<i>230,651.27</i>	
<i>Total Interfund Transfers</i>	<i>1,472,000.00</i>	<i>970,000.00</i>	<i>502,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>100,000.00</i>	<i>0.00</i>	<i>100,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>7,223,271.37</i>	<i>2,413,400.63</i>	
 <i>Personnel</i>	 <i>570,939.00</i>	 <i>460,380.37</i>	 <i>110,558.63</i>	
<i>Supplies</i>	<i>299,000.00</i>	<i>177,962.59</i>	<i>121,037.41</i>	
<i>Other Services</i>	<i>5,924,612.00</i>	<i>4,742,446.90</i>	<i>1,182,165.10</i>	
<i>Capital Outlay</i>	<i>204,200.00</i>	<i>37,211.78</i>	<i>166,988.22</i>	
<i>Debt Service</i>	<i>1,065,921.00</i>	<i>835,269.73</i>	<i>230,651.27</i>	
<i>Interfund Transfers</i>	<i>1,472,000.00</i>	<i>970,000.00</i>	<i>502,000.00</i>	
<i>Contingencies</i>	<i>100,000.00</i>	<i>0.00</i>	<i>100,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>7,223,271.37</i>	<i>2,413,400.63</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

September 6, 2022
Approval of Sponsorship for the 2022 Gautier
Mullet & Music Festival

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Approval of Sponsorship for the 2022 Gautier Mullet and Music Festival

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 Gautier Mullet and Music Festival will be held on October 22, 2022; and

WHEREAS, the Gautier Mullet and Music Festival has requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

- i) Advertisement of the event on the City's electronic signs;
- ii) Provision of traffic control at the event (2 officers with an all-terrain vehicle) and fire department presence;
- iii) Provision of 4 sets of bleachers;
- iv) Banner placement at the highway city entrances and other designated locations;
- v) Provision of the 16X16 wooden stage;
- vi) Provision of the large and small tents and take down;
- vii) Provision of 4 - night light plants;
- viii) Provision of 8 Tables and Chairs
- ix) Provision of setting up and taking down barricades / orange netting
- x) \$1,000 sponsorship for insurance cost
- xi) Use of the Singing River Mall Property site

WHEREAS, in exchange for these services, the City of Gautier will be recognized as a sponsor of this event; and

WHEREAS, the Mayor and Members of the Council have determined that the sponsorship of the 2022 Gautier Mullet & Music Festival is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, in the judgment of the Council, the sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the sponsorship described above is hereby approved.

IT IS FURTHER ORDERED that, as an additional form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2022 Gautier Mullet & Music Fest pursuant to the previously approved Limited Use Agreement.

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 September 6, 2022.

**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER AND
THE GAUTIER MULLET & MUSIC FEST
FOR THE SINGING RIVER MALL SITE**

WHEREAS, the Singing River Mall Site (more fully depicted in the attached “Exhibit A”) is owned by the City of Gautier (hereinafter, “the City”); and

WHEREAS, the Gautier Mullet & Music Fest wishes to promote the facilities, opportunities, possibilities and resources available within the City of Gautier, by hosting a community festival on Saturday, October 22, 2022; and

WHEREAS, the City wishes to sponsor the 2018 Gautier Mullet & Music Fest (hereinafter “the event”) as an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, this sponsorship and the 2022 Gautier Mullet & Music Fest will be helpful toward advancing the moral, financial and other interests of the City; and

WHEREAS, the City will allow Gautier Mullet & Music Fest to use the Mall Site on October 22, 2022 as part of the sponsorship.

THEREFORE, in consideration of the above, the City and Gautier Mullet & Music Fest agree to the following terms which constitute a Limited Use Agreement of the Mall Site:

1. This Agreement shall govern the use of the Singing River Mall Site by the Gautier Mullet & Music Fest on October 22, 2022.
2. As part of the City’s sponsorship of this event, any and all applicable fees associated with use of the Singing River Mall Site are waived.
3. The Gautier Mullet & Music Fest will be allowed to conduct the 2022 Mullet and Music Fest on the Singing River Mall Site on October 22, 2022.
4. The Gautier Mullet & Music Fest is responsible for setting up in preparation for the event.
5. The Gautier Mullet & Music Fest will provide all physical items necessary to conduct the event.
6. The Gautier Mullet & Music Fest will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.
7. The Gautier Mullet & Music Fest will be responsible for cleaning up the Singing River Mall Site after the event, and will return the property to its normal condition after the event.

8. The Gautier Mullet & Music Fest will provide The City of Gautier with proof of liability insurance in an amount of \$1,000,000.00, to cover the event and will list the City of Gautier as an additional insured on the policy for purposes of the event.
9. The Gautier Mullet & Music Fest agrees to indemnify and hold harmless the City of Gautier, its employees, council members, and any other of the City's agents and assigns from any and all claims of every kind and nature arising out of or occurring directly or indirectly as a result of the event.
10. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by Gautier Mullet & Music Fest on October 22, 2022, and that any future use will require a separate use agreement as may be appropriate.
11. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.
12. The points of contact for purposes of this agreement are:

Name: Chassity Bilbo

Entity: City of Gautier

Phone: (228) 497-8000

Name: Guy Cagnolatti

Entity: Gautier Mullet & Music Fest

Phone: 228-218-6649

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

BY:

Paula Yancey, City Manager

DATE: _____

BY:

Gautier Mullet & Music Fest

DATE: _____

ATTEST:

CITY CLERK



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event 10/22/2022 Day or Week SATURDAY Starting Time 9:00 AM/PM
Ending Time: 9:00 AM/PM Proposed Location of the Event: DOLPHIN @ OLD MALL, HWY 90
Describe the type of event to be conducted: FESTIVAL
Reason for Event, Demonstration or March:
GAUTIER MULLET & MUSIC FESTIVAL
(ANNUAL FALL FESTIVAL) - 32ND ANNUAL

If Event includes a city property or streets, give proposed route:

- | | (Street) | (Direction Turn) | (Street) |
|----|--|------------------------|----------|
| 1. | <u>DOLPHIN</u> | <u>NORTH OF HWY 90</u> | |
| 2. | <u>OLD MALL ROAD / PROPERTY - WEST END</u> | | |
| 3. | <u>SOUTH & EAST OF FOUNTAIN CIRCLE</u> | | |
| 4. | | | |
| 5. | <u>(SAME AS LAST YEAR)</u> | | |

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT, ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization: GAUTIER MULLET & MUSIC FEST Phone: (228) 218-6649
Name: P. O. BOX 852, GAUTIER, MS 39553
Address: P. O. BOX 852, GAUTIER, MS 39553
City: GAUTIER State: MS Zip: 39553
Type of Organization: CIVIC Profit: Non-Profit Federal ID#: 64-8827574
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: GUY CAGNOLATTI Phone (Home): (228) 218-6649
Address: 1908 SHADY POINT CIRCLE Phone (Work): ()
City: GAUTIER State: MS Zip Code: 39553
Position with Organization:

Individual(s) Responsible for keeping order and maintenance:

Name: WESLEY WARD Phone (H): (228) 257-3168 (W) ()
Name: DAVID DIBONA Phone (W): (228) 248-9272 (W) ()

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

- | | | |
|--|--|---|
| ☐ Security | ☐ Clean up During Event | ☐ Staging |
| ☐ Traffic Direction | ☐ Clean up After Event | ☐ Fencing |
| ☐ Barricades | ☐ Trash Receptacles/Bag | ☒ Other |
| ☐ Set Up Barricades | | |

SEE LIST PROVIDED

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Guy M Cagnolatti

Date: 7/21/22

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____
Approved: _____ Disapproved: _____
Approval/Disapproval Authority: _____
Date: _____

GAUTIER MULLET AND MUSIC FEST OCTOBER 22, 2022

List of "In Kind" services from the City of Gautier that GMMF is requesting:

1. Announcements on flashing yellow signs on Gautier Vancleave Rd. and Hwy. 90 two weeks prior to festival. Also, City Hall "Movie" sign.
2. Police security/traffic control and fire department presence day of festival.
3. Bleachers – 4 sets.
4. Setting up and taking down barricades, orange plastic fencing as required.
5. Banner placement – 4 X 8, city hwy entrances, large banner over Dolphin Rd.
6. Small Community Stage
7. Large and small tent set up, take down – 30X50 & 20X20.
8. 4 each Night Light Plants.
9. 8 Tables with Chairs from Senior Center.
10. \$1.000 sponsorship to cover expenses - insurance.

Administrative

11. Special Event Permit Approval.
12. Mall Property Usage Agreement/Authorization if required.
13. Coordinated Ambulance service – arranging through Acadian Ambulance Service.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beacon Insurance Services Inc. 1009 Howard Avenue Biloxi, MS 39530	CONTACT NAME: Shannon Langlinais	FAX (A/C, No): 2283740644	
	PHONE (A/C, No, Ext): 2283740067	E-MAIL ADDRESS: shannon@beaconins.biz	
INSURED Gautier Mullet & Music Festival Inc PO Box 852 Gautier, MS 39553	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The American Insurance Company		21857
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		UST022072220 NAEP103162	10/22/2022	10/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES	\$ 1,000,000 \$ 50,000
							MEDICAL EXPENSE	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE	\$
	DED	RETENTION \$					AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability			UST022072220	10/22/2022	10/23/2022		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: City of Gautier

CERTIFICATE HOLDER

City of Gautier
3330 Hwy 90
Gautier, MS 39553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

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ACORD 25 (2016/03)

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Michael Watson
SECRETARY OF STATE

STATE OF MISSISSIPPI

CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

GAUTIER MULLET & MUSIC FEST

File Number: 100016445

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

This Certificate of Registration expires on 05/15/2023.

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY
ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR
ANY OTHER CHARITABLE ORGANIZATION.

Given under my hand and seal of office
this 26th day of May, 2022

Michael Watson



CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 6, 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 in the amount of \$100.00 from Audio Wave, Inc. for the City of Gautier's Cruisin' through the Decades Event to be held October 2, 2022 starting at 4:00 P.M.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the 26rd Annual Cruisin' the Coast will be held October 2, 2022 through October 9, 2022 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of the attached donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Audio Wave, Inc. (\$100.00) 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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/30/2022
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. Sponsor - \$100- Audio Wave

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. Audio Wave Sponsorship Check

AUDIO WAVE INC.
2525 HWY 90 #13D
GAUTIER MS 39553

11326
85-136/653

8/16/22

DATE

PAY TO THE
ORDER OF

City of Gautier

\$ 100.00

One hundred dollars 4-00/100

DOLLARS

Security features
included.
Details on back.



Merchants
& Marine Bank MandMBank.com

FOR

Cruisin' the Coast 2022

[Signature]

MP

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 6, 2022
Request to waive the pavilion rental fee at the George Martin City Park for the First Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Authorization is requested by First Methodist Church of Gautier to waive the \$40.00 pavilion rental fee at the George Martin City Park Pavilion A for the Bark in the Park & Blessing of Pets Event on October 8, 2022 from 8:00 A.M. – 12:00 P.M. The church is exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code.

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, First United Methodist Church of Gautier will host a Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 8, 2022 from 8:00 A.M. – 12:00 P.M.; and

WHEREAS, First United Methodist Church of Gautier has requested that the City waive the pavilion rental fee in the amount of \$40.00; and

WHEREAS, the Mayor and Members of the Council have determined that First United Methodist Church of Gautier is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, First United Methodist Church of Gautier has received more than the total amount waived by the City (\$40.00) in the form of federal, state or private funding which will be used for this event;

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by First United Methodist Church to waive the pavilion rental fee in the amount of \$40.00 for the Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 8, 2022 from 8:00 A.M. – 12:00 P.M. is hereby approved and authorized; and

BE IT FURTHER RESOLVED 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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/30/2022
Subject: Request to waive rental fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

REQUEST:

First United Methodist Church of Gautier requests City Council to waive the \$40 pavilion rental fee required for the Bark in the Park & Blessing of Dogs event to be held at George Martin City Park on October 8, 2022 from 8:00 a.m. – 12:00 p.m.

BACKGROUND:

First United Methodist Church of Gautier would like to host its annual Bark in the Park & Blessing of Pets event at George Martin City Park on October 8th 8 a.m. – 12 p.m. The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover the 8-12 time period.

DISCUSSION:

The City recognizes events, such as the Bark in the Park & Blessing of Pets, promote a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

RECOMMENDATION:

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Bark in the Park & Blessing of Pets as requested; or
2. Not approve to waive fees for the Bark in the Park & Blessing of Pets as requested.

ATTACHMENTS:

1. Annual Bark in the Park



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event 10/8/22 Day or Week Sat Starting Time 8:00 AM/PM

Ending Time: 12:00 AM/PM

Proposed Location of the Event: George Martin Park

Describe the type of event to be conducted: Blessing of Pet Dogs Pavilion A

Reason for Event, Demonstration or March:

"Bark in the Park" First United Methodist Church of Darter

If Event includes a city property or streets, give proposed route:

- | (Street) | (Direction Turn) | (Street) |
|------------------------------|------------------|----------|
| 1. <u>George Martin Park</u> | | |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| 5. _____ | | |

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:

Name: First United Methodist Church of Darter Phone: (228) 497-1691

Address: Highway 90 Darter MS 39553
City State Zip

Type of Organization: Church - non profit Profit: Non-Profit Federal ID# ✓
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Bonnie Redmon Phone (Home): (228) 623-4490

Address: 2420 Birch Lane Phone (Work): ()

City: Darter State: MS Zip Code: 39553

Position with Organization: Family Ministries

Individual(s) Responsible for keeping order and maintenance:

Name: same as above Phone (H): () (W) ()

Name: _____ Phone (W): () (W) ()

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

- | | | |
|--|--|----------------------------------|
| ☐ Security | ☐ Clean up During Event | ☐ Staging |
| ☐ Traffic Direction | ☐ Clean up After Event | ☐ Fencing |
| ☐ Barricades | ☐ Trash Receptacles/Bag | ☐ Other |
| ☐ Set Up Barricades | | |

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature Bonnie L Redmon 494

Date: 7/24/22

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____

Event has been: _____

Approved: _____ Disapproved: _____

Approval/Disapproval Authority

Date: _____

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

September 6, 2022
Authorization to submit three applications to MDEQ for Mississippi Municipality & County Water Infrastructure Grant Program funds and to designate April Stennett as the authorized representative.

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to submit three applications to MDEQ for Mississippi Municipality & County Water Infrastructure Grant Program funds and to designate Grants and Projects Director, April Stennett, as the authorized representative for the project.

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 Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI); and

WHEREAS, the MCWI provides matching funds to eligible entities for making necessary investments in water, wastewater and stormwater infrastructure; and

WHEREAS, the three major projects for this funding include: the Highway 90 Sanitary Sewer and Water Lines-Singing River Mall Project, Citywide Lift Station Upgrades Project, and Sanitary Sewer Main Rehabilitation College Park, Isle of Pine, and Valleywood Subdivision Project; and

WHEREAS, in order to apply for the funds, the MCWI grant program requires a certified copy of a City Council resolution that authorizes the submission of applications and designates an authorized representative to execute the application and to be the authorized representative on the project; and

WHEREAS, the Mayor and Council Members find that submission of 3 applications for the Mississippi Municipality & County Water Infrastructure Grant Program funds and to name April Stennett, Grants and Projects Director, as the authorized representative, is 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 submission of 3 applications for the Mississippi Municipality & County Water Infrastructure Grant Program funds and to name April Stennett, Grants and Projects Director, as the authorized representative to execute the application and as the City's authorized representative for the projects 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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/30/2022
Subject: Request to submit three applications to MDEQ for Mississippi Municipality & County Water Infrastructure Grant Program Funds

REQUEST:

The Grants and Projects Department requests City Council authorization to submit three applications to MDEQ for Mississippi Municipality & County Water Infrastructure Grant Program funds and to name Grants and Projects Director April Stennett as the authorized representative to execute the application and as the City's authorized representative for the projects.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater and stormwater infrastructure.

Senate Bill 2822 provides the funding and parameters for the program, which is derived from the American Rescue Plan Act (ARPA). More specifically, State Fiscal Recovery Funds available under ARPA are being made available to match Local Fiscal Recovery Funds received by counties and municipalities.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, will determine eligibility based on submission of applications for match funds, will rank eligible applications, award funding and monitor the funded programs to assure compliance with federal and state laws, rules and regulations.

DISCUSSION:

City staff have identified three major projects for this funding: the Highway 90 Sanitary Sewer and Water Lines-Singing River Mall Project, Citywide Lift Station Upgrades Project, and Sanitary Sewer Main Rehabilitation College Park, Isle of Pine, and Valleywood Subdivision Project.

To apply for funds, the MCWI grant program requires a certified copy of a City Council resolution that authorizes the submission of the applications and designates an authorized representative to execute the application and to be the authorized representative on the project.

RECOMMENDATION:

Staff recommends that City Council authorize submission of three applications to MDEQ for Mississippi Municipality & County Water Infrastructure Grant Program funds and authorize naming Grants and Projects Director April Stennett as the authorized representative to execute the application and as the City's authorized representative for the projects.

City Council may:

1. Authorize submission of three applications, as described above; or
2. Not approve submission of three grant applications.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

September 6, 2022
Authorization to request matching funding from Jackson County for three grant applications to the Mississippi Municipality & County Water Infrastructure Grant Program

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to request matching funds from Jackson County for three grant applications to the Mississippi Municipality & County Water Infrastructure Grant Program, which is being administered by MDEQ

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 on 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 COUNCIL OF GAUTIER, MISSISSIPPI, REQUESTING
MATCHING FUNDING FROM JACKSON COUNTY FOR THREE GRANT APPLICATIONS TO
THE MISSISSIPPI MUNICIPALITY & COUNTY WATER INFRASTRUCTURE GRANT
PROGRAM**

WHEREAS, the Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI). The MCWI provides matching funds to eligible entities for making necessary investments in water, wastewater and stormwater infrastructure; and

WHEREAS, Senate Bill 2822 provides funding and parameters for the program, which is derived from the American Rescue Plan Act (ARPA). State Fiscal Recovery Funds available under ARPA are being made available to match Local Fiscal Recovery Funds received by counties and municipalities; and

WHEREAS, the Jackson County Board of Supervisors have discussed pledging County ARPA funds to equal the amount of City ARPA funds pledged for water and sewer projects that is submitted to the MCWI grant portal; and

WHEREAS, the City and County ARPA funds together would represent the Local ARPA funds necessary to match the State ARPA funds in accordance with the MCWI Program; and

WHEREAS, the County ARPA funds would be contingent upon the project being funded through the MCWI Grant Program, and with the understanding that the City will be the lead agency on the project complying with all guidelines, rules, regulations and other criteria set forth under the program; and

WHEREAS, City staff has identified three major projects for this funding and will submit three separate applications to MDEQ for funding. The projects include:

- Highway 90 Sanitary Sewer and Water Lines – Singing River Mall Project
Total Cost: \$900,000
Amount of County ARPA Funds Requested: \$225,000
- Citywide Lift Station Upgrades Project
Total Cost: \$2,600,000
Amount of County ARPA Funds Requested: \$650,000
- Sanitary Sewer Main Rehabilitation College Park, Isle of Pine, and Valleywood Subdivision Project
Total Cost: \$1,500,000
Amount of County ARPA Funds Requested: \$375,000

WHEREAS, in order to obtain this county match, the City agrees that it will comply with all guidelines, rules, regulations, and other criteria set forth under ARPA, Senate Bill 2822, and the MCWI Grant Program; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other services and resources to municipalities within the county pursuant to H.B. 35 (2002 reg. Sess); and

BE IT, THEREFORE, RESOLVED that the City of Gautier hereby requests matching funding from the Jackson County Board of Supervisors for three grant applications to the Mississippi Municipality 7 County Water Infrastructure Grant Program, which is administered by MDEQ.

BE IT, FURTHER RESOLVED that the Council authorizes the City Clerk and City Manager to execute all documents necessary for these purposes.

Motion was made by **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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/30/2022
Subject: Request to Jackson County for Match to Mississippi Municipality & County Water Infrastructure Grant Program Funds

REQUEST:

The Grants and Projects Department requests City Council authorization to request matching funding from Jackson County for three grant applications to the Mississippi Municipality & County Water Infrastructure Grant Program, which is being administer by MDEQ.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater and stormwater infrastructure.

Senate Bill 2822 provides the funding and parameters for the program, which is derived from the American Rescue Plan Act (ARPA). More specifically, State Fiscal Recovery Funds available under ARPA are being made available to match Local Fiscal Recovery Funds received by counties and municipalities.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, will determine eligibility based on submission of applications for match funds, will rank eligible applications, award funding and monitor the funded programs to assure compliance with federal and state laws, rules and regulations.

The Jackson County Board of Supervisors have discussed pledging County ARPA funds equal to the amount of City ARPA funds pledged for water and/or sewer projects that is submitted to the MCWI grant portal. The City and County ARPA funds together would represent the Local ARPA funds necessary to match the State ARPA funds in accordance with the MCWI Program. The County ARPA funds would be contingent upon the project being funded through the MCWI Grant Program, and with the understanding that the City will be the lead agency on the project complying with all guidelines, rules, regulations and other criteria set forth under the Program.

DISCUSSION:

City staff have identified three major projects for this funding and will submit three separate applications to MDEQ for funding. The projects include:

Project Name: Highway 90 Sanitary Sewer and Water Lines-Singing River Mall Project

Total Cost:: \$900,000

Amount of County ARPA funds requested: \$225,000

Project Name: Citywide Lift Station Upgrades Project

Total Cost: \$2,600,000

Amount of County ARPA funds requested: \$650,000

Project Name: Sanitary Sewer Main Rehabilitation College Park, Isle of Pine, and Valleywood Subdivision Project

Total Cost: \$1,500,000

Amount of County ARPA funds requested: \$375,000

In order to obtain this county match, the City agrees that it will comply with all guidelines, rules, regulations and other criteria set forth under ARPA, Senate Bill 2822, and the MCWI Grant Program.

RECOMMENDATION:

Staff recommends that City Council authorize a request for matching funding from Jackson County for three grant applications to the Mississippi Municipality & County Water Infrastructure Grant Program, which is being administer by MDEQ.

City Council may:

1. Authorize a request for matching funding from Jackson County, as described above; or
2. Not authorize a request for matching funding from Jackson County, as described above.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

September 6, 2022
Resolution accepting payments administered by the Mississippi Department of Public Safety under the "Mississippi Law Enforcement and Firefighters Premium Pay Program," for purposes of distribution to the law enforcement officers and firefighters employed by the City of Gautier

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Resolution accepting payments administered by the Mississippi Department of Public Safety under the "Mississippi Law Enforcement and Firefighters Premium Pay Program," for purposes of distribution to the law enforcement officers and firefighters employed by the City of Gautier.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

WHEREAS, Mississippi Legislature passed Mississippi House Bill 1427 and Mississippi House Bill 1542, creating the “Mississippi Law Enforcement and Firefighters Premium Pay Program,” in its 2022 Regular Legislative Session; and

WHEREAS, the purpose of its program is to provide premium payments to all eligible law enforcement officers and firefighters who are serving the State of Mississippi, for their efforts during the Covid-19 pandemic; and

WHEREAS, these establishing laws took effect on July 2, 2022, and the program is being administered by the Mississippi Department of Public Safety; and

WHEREAS, the Mississippi Department of Public Safety seeks to work with law enforcement agencies, fire departments, and other law enforcement entities to efficiently administer the hazard premium payments in accordance with the guidelines set forth in 2022 Mississippi House Bill 1427, 2022 Mississippi House Bill 1542, and all related Mississippi and federal law; and

WHEREAS, the City of Gautier fully supports the efforts of the Mississippi Department of Public Safety to administer these premium payments, as provided in 2022 Mississippi House Bill 1427 and 2022 Mississippi House Bill 1542, while adhering to the guidelines provided in all corresponding legislation; and

NOW THEREFORE BE IT RESOLVED, that the City of Gautier will accept payments administered by the Mississippi Department of Public Safety under the “Mississippi Law Enforcement and Firefighters Premium Pay Program,” for purposes of distribution to the law enforcement officers and firefighters employed by the City of Gautier; and be it further

RESOLVED, that the City of Gautier understands and acknowledges the conditions of receiving and expending the funds appropriated under 2022 Mississippi House Bill 1542; and be it further

RESOLVED, that the City of Gautier hereby certifies that any funds received by the Mississippi Department of Public Safety for hazard premium payments shall be expended in compliance with guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the US Department of Treasury regarding the use of monies from the Coronavirus State Fiscal Recovery Fund established by the American Rescue Plan Act.

RESOLVED, that the City of Gautier authorizes such payments to be made directly from Mississippi Department of Public Safety, on behalf of the State of Mississippi, to the law enforcement agencies, fire departments and other law enforcement entities employed or otherwise controlled by the City of Gautier, for the purposes set forth by this resolution.

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 September 6, 2022.

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

September 6, 2022
Approval of Supplemental Agreement No. 2 for
the Martin Bluff Roadway Improvements Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 306

Summary Explanation: Approval of Supplemental Agreement No. 2 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to decrease the contract value by \$11,305.74

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 the City Council to approve Supplemental Agreement No. 2 for the Martin Bluff Roadway Improvements Project; and

WHEREAS, this project is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, Supplemental Agreement No. 2 serves to reconcile the water system pay items identified during construction, adding no additional working days to the total contract time; and

WHEREAS, the service contract amount decreased by \$11,305.74; and

WHEREAS, if approved, the new contract value will be \$7,485,008.80; and

WHEREAS, Michael Baker International recommends approval of Supplemental Agreement No. 2; and

WHEREAS, the supplemental agreement has been reviewed and executed by the contractor and approved and executed by MDOT; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Supplemental Agreement No.2 for the Martin Bluff Road Widening Project (STP-9194-00(001)LPA/105069-801000) is approved.

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

Motion was made by **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 September 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: August 31, 2022
Subject: Supplemental Agreement No. 2 for the Martin Bluff Roadway Improvements (STP-9194-00(001)LPA/105069-801000)

REQUEST:

The Grants and Projects Department requests that City Council approve Supplemental Agreement No. 2 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to decrease Gulf Breeze Construction's contract value by \$11,305.74.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and Frontage Road, north of Interstate 10.

DISCUSSION:

Supplemental Agreement No. 2 serves to reconcile the water system pay items identified during construction, adding no additional working days to the total contract time, and decrease the service contract value by \$11,305.74.

Michael Baker International recommends approval of Supplemental Agreement No. 2. The supplemental agreement has been reviewed and executed by the contractor and approved and executed by MDOT. If Supplemental Agreement No. 2 is approved, the new contract value will be \$7,485,008.80.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Supplemental Agreement No. 2 for the Martin Bluff Roadway Improvements Project Service Contract (STP-9194-00(001)LPA/105069-801000) to decrease Gulf Breeze Construction's contract value by \$11,305.74.

The City Council may:

1. Approve Supplemental Agreement No. 2, as presented; or
2. Not approve Supplemental Agreement No. 2.

ATTACHMENT(S):

1. Letter of Recommendation
2. SA No. 2

August 25, 2022

April Stennett, Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Martin Bluff Road Improvements
STP-9194-00(001)LPA/105069-801000

Supplemental Agreement No. 2 / Quantity Adjustment No. 1

Mrs. Stennett:

Please find attached for the City's approval, Supplemental Agreement No. 2 for above referenced project. This supplemental agreement reconciles the water system pay items that were installed for the project and adds additional pay items that were identified during construction. The resulting modification to the contract amount is a deduction in the amount of \$11,305.70.

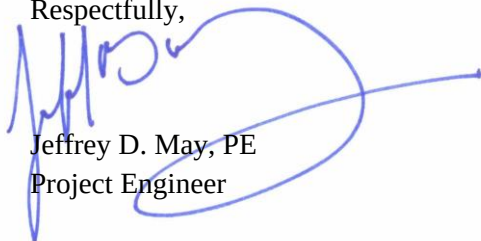
Financial Summary:

	Participating	Non-Participating	Total
Original Contract Amount:	\$6,695,687.25	\$800,627.25	\$7,496,314.50
SA #1 (Time Only)	\$0	\$0	\$7,496,314.50
SA#2 (Water System Items)	\$0	(\$11,305.70)	\$7,485,008.80

The supplemental agreement has been reviewed and executed by the Contractor and their Surety and is ready for final execution by the City.

Should you have any questions or comments, please do not hesitate to contact me at (228) 818-2839.

Respectfully,



Jeffrey D. May, PE
Project Engineer

Attachment(s)

Cc: Jason Roberson, Gulf Breeze Construction, Inc.

Project file: 183904

City of Gautier, MS
 Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. X 02

WHEREAS, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, entered into a contract with the City of Gautier, MS, LPA, on the 11th day of June, for the construction of Federal Aid Project No. STP-919400(001)LPA/105069-801000, Jackson county; and

WHEREAS: The project provides for the improvements along Martin Bluff Road from Gautier Vancleave Road to the I-10 Frontage Road,

WHEREAS: the contract includes Non-Participating items for the replacement of and relocation of potable water lines within the project limits, however, it was determined during construction that additional potable water system elements were needed for connections to the existing water system.

WHEREAS: the original contract did not contain the specific size water system elements that were need for tie-ins, there additional pay items were negotiated. These items include the following:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
907-262-A006	Utility Work-Water 4" Ductile Iron Pipe	0.00	54.00	54.00	LF	\$86.03	\$4,645.62
907-265-B001	Utility Work-Water 10"C900 PVC Water Main	0.00	42.50	42.50	LF	\$88.70	\$3,769.75
907-262-A005	Utility Work-Water 4" Gate Valve	0.00	1.00	1.00	EA	\$1,898.87	\$1,898.87
907-262-A005	Utility Work-Water 12" Tapping Sleeve and Valve	0.00	1.00	1.00	EA	\$9,600.56	\$9,600.56

NOW, THEREFORE, It is mutually agreed by all parties the pay items above with the respective unit prices shall be added to the contract. No additional construction time will be granted for this work. The total cost of Supplemental Agreement #2 shall be and overall decrease to the contract value in the of (\$11,305.74).

This Supplemental Agreement is Non-Participating for cost and time. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with (David Seyfarth) District LPA Coordinator, (Greg Grondin) MDOT Construction Area Engineer, and (Lee Fredrick) MDOT LPA Division.

{Note: other divisions should be listed based on subject matter of the agreement as directed by the LPA Coordinator}

City of Gautier, MS
 Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. X 02

NOW, THEREFORE, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices 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 26th day of July, 2022

Merchants National Bonding, Inc.
 Surety

Gulf Breeze Construction, Inc.
 Contractor

By: Kathleen Scarborough 7.26.22
 Kathleen Scarborough, Attorney-in-Fact Date

[Signature] 7/26/2022
 Date

RECOMMENDED FOR APPROVAL:

[Signature] 7/25/2022
 LPA Project Engineer/Architect Date

Kelly R. Caithby 09/01/2022
 MDOT District Engineer Date

APPROVED:

 LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. X 02
SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

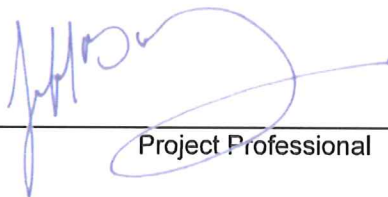
{Note: Should reiterate issue explanation giving more specific and relevant information than the front sheet}

During the construction of the Non-participating Utility Work for then installation of new potable water mains, it was identified in the field that two of the connection points were a different size than what was indicated in the construction plans. To make the proper connection, it was necessary to add 4" Ductile Iron Pipe and a 4" Gate Valve for the tie in point at Glenn Mark Apartments and 10" C900 PVC for the tie in at Martin Bluff Elementary. In addition, a 12" Tapping Sleeve and Valve was added for the connection to the existing water system on Gautier Vancleave Road. This type of connection was necessary due to malfunctioning valves on the existing water main, thereby preventing the contractor from being able to shut down the water to make the connection.

Along with the addition of the new pay items, the water system work has been completed. With requirement for the Quantity Adjustment, it was prudent to reconcile those items of work that have been completed.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

{Note: Proposed prices for added work must be verified by Construction Division to be within the allowable range for comparable work}



Project Professional

LPA Official

City of Gautier, MS
 Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. X 02
SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:

{Note: Prices found to be out of the allowable range for comparable work will require a detailed breakdown of the proposed price including individual breakdowns of labor, materials, and equipment.}

4 " Ductile Iron pipe Based off of 100' per day production – Material \$38.49/LF

Labor (5 men \$30.00, 8 hour day) \$12.00/LF

Equipment and fuel (Loader, excavator, fuel) \$21.20/Lf

Subtotal = \$71.69

MARKUP 20% = \$14.34

TOTAL = \$86.03/LF**4" Gate Valve** – Material \$862.39

Labor (3 men, \$30, 3 hrs) \$270.00

Equipment (Excavator \$125.00/ hr 3 hours) \$375.00

Fuel \$75.00

Subtotal = \$1,582.39

Overhead profit, Tax and Bond Markup 20% = \$316.48

TOTAL \$1,898.87**12" Tapping Sleeve and Valve** – Material \$3,890.46

Tap Fee \$2,000.00

Labor (4 guys 8 hours \$30) - \$960.00

Equipment (8 hrs, \$125) - \$1,000.00

Fuel \$150.00

Subtotal = \$8,000.46

Overhead, profit, tax & bond 20% -\$1,600.10

TOTAL \$9,600.56**10" C-900 (100' per day)** – Material - \$43.11/LF

Labor (4 men \$30 / 8 hrs) - \$9.60/LF

Equipment and fuel (loader and excavator) \$21.20/Lf

Subtotal = \$73.91/Lf

Overhead, Profit, Tax and Bond 20% – \$14.79

TOTAL – \$88.70


 Gulf Breeze Construction,

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. DATE: 7/11/2022
3. PROJECT NO. STP-9194-00(001)/105069-801000 4. LPA: CITY OF GAUTIER
5. COUNTY: Hinds
6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
907-262-A006	Utility Work-Water 4" Ductile Iron Pipe	0.00	54.00	54.00	LF	\$86.03	\$4,645.62
907-265-B001	Utility Work-Water 10"C900 PVC Water Main	0.00	42.50	42.50	LF	\$88.70	\$3,769.75
907-262-A005	Utility Work-Water 4" Gate Valve	0.00	1.00	1.00	EA	\$1,898.87	\$1,898.87
907-262-A005	Utility Work-Water 12" Tapping Sleeve and Valve	0.00	1.00	1.00	EA	\$9,600.56	\$9,600.56
907-262-A005	Utility Work - Water, 8" Insertion Valve - Non-Participating	3.00	0.00	(3.00)	EA	\$9,100.00	(\$27,300.00)
907-262-A005	Utility Work - Water, 6" Insertion Valve - Non-Participating	1.00	4.00	3.00	EA	\$8,500.00	\$25,500.00
907-262-A005	Utility Work - Water, Water Service Connections - Non-Participating	6.00	7.00	1.00	EA	\$700.00	\$700.00
907-262-A006	Utility Work - Water, 6" PVC Water Line - Non-Participating	84.00	131.00	47.00	LF	\$20.00	\$940.00
907-262-A006	Utility Work - Water, 8" PVC Water Line, C-900 - Non-Participating	110.00	59.00	(51.00)	LF	\$28.00	(\$1,428.00)
907-262-A006	Utility Work - Water, 12" PVC Water Line, C-900 - Non-Participating	6,702.00	5,981.50	(720.50)	LF	\$45.00	(\$32,422.50)
907-262-A006	Utility Work - Water, 6" Ductile Iron Water Line - Non-Participating	85.00	75.00	(10.00)	LF	\$41.00	(\$410.00)
907-262-A006	Utility Work - Water, 8" Ductile Iron Water Line - Non-Participating	150.00	214.00	64.00	LF	\$50.00	\$3,200.00
TOTAL							(\$11,305.70)

REASONS:

907-262-A006 4" Ductile Iron Pipe - was need to connect Glenn Mark Apts to the public water system

907-262-A005 4" Gate Valve - was used in conjunction with the 4" ductile iron pipe to connect Glenn Mark Apts to the public water system.

907-262-A005 12" Tapping Sleeve and Valve - was used to tie into the existing 12" waterline on Gautier Vancleave Road. Existing valves to to shut off the water on Gautier Vancleave were functioning.

907-265-B001 10" C900 PVC Pipe - was used to tie into the existing water system near Martn Bluff Elementary school.

All other items were balanced due to the completion of the water system work.

WORKSHEET

Page 2 of 2

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. STP-9194-00(001)/105069-801000

7. Total Cost per Gov. Est. dated 8/9/2021

\$8,513,595.00

- a. Contingencies
- b. Construction
- c. CE&I

Participating	Non-Participating
\$84,858.35	\$0.00
\$7,204,327.50	\$800,627.25
\$423,781.90	\$0.00
\$0.00	\$0.00
\$0.00	-\$11,305.70
\$0.00	\$0.00

\$8,004,954.75

8. Previous Quantity Adjustments to this Gov. Est.

\$0.00

9. This Quantity Adjustment

(\$11,305.70)

10. CE&I Adjustments dated SA Date if \$ added

11. Rev. Total Est. Cost of Project

\$7,628,109.40

\$789,321.55

*

\$8,417,430.95

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

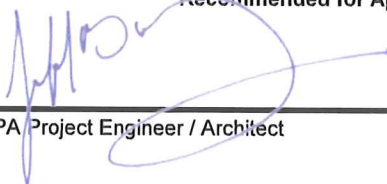
12. Federal match % 80.00%

federal portion if not above the maximum awarded

\$6,102,487.52

13. Original Federal Funds Requested	\$5,823,013.00
14. Current Estimated Federal Portion	\$5,823,013.00
15. Original Estimated Local Portion	\$2,690,582.00
16. Current Estimated Local Portion	\$2,594,417.95

Recommended for Approval



7/25/2022

LPA Project Engineer / Architect

Date

Approved

LPA Official

Date

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Andrew P Underwood; Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jim E Brashier; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lessie Ryan Anderson; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; R Teb Jones; Robbie D Duncan; Sharon L Tuten; Susan Skrmetta; Troy P Wagener

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of July, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 4th day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

(Expiration of notary's commission does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of July, 2022.



William Warner Jr.
Secretary

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 6, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
