

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 1, 2022 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier's Senior Center Thanksgiving Luncheon and Membership Drive will be Wednesday, November 16th from 11am until 1pm at the Senior Center.
2. City of Gautier's Annual Lights and Lagniappe on the Bayou will be December 3rd, starting at 1pm at the former Singing River Mall Property.
3. Offices will be closed Friday, November 11th in observance of Veterans Day.

IV. Presentation Agenda

V. Business Agenda

1. Consideration of an amendment to the Golf Cart and Low Speed Vehicle Ordinance

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to enter into a Standard Form Agreement with Allred Stolarski Architects, PA for design services associated with the Mississippi Songwriters Performing Arts Center

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of the Master Services Agreement and Statement of Work for Codification and/or Recodification Services through CivicPlus, LLC

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

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

- 1. Approval of Minutes from Recessed Council Meeting held October 18, 2022.**
- 2. Approval of water and sewer adjustments for November 2022 in the amount of \$9,283.63**
- 3. Approval of the FY 2021 Continuing Disclosure Submission prepared by Butler Snow, LLP**
- 4. Approval of Amendment No. 1 to the GOMESA MOU with the Mississippi Department of Marine Resources related to the Gautier Vancleave Sewer 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 November 15, 2022 at 6:00pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
November 1, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Senior Center Thanksgiving Luncheon and Membership Drive will be Wednesday, November 16th from 11am until 1pm at the Senior Center.**
2. **City of Gautier's Annual Lights and Lagniappe on the Bayou will be December 3rd, starting at 1pm at the former Singing River Mall Property.**
3. **Offices will be closed Friday, November 11th in observance of Veterans Day.**

NOTES:

GAUTIER SENIOR CENTER



THANKS GIVING

Luncheon & Membership Drive

WEDNESDAY
NOV, 16TH, 2022

11AM
TO
1 PM

COME JOIN US FOR
A FREE THANKSGIVING MEAL!

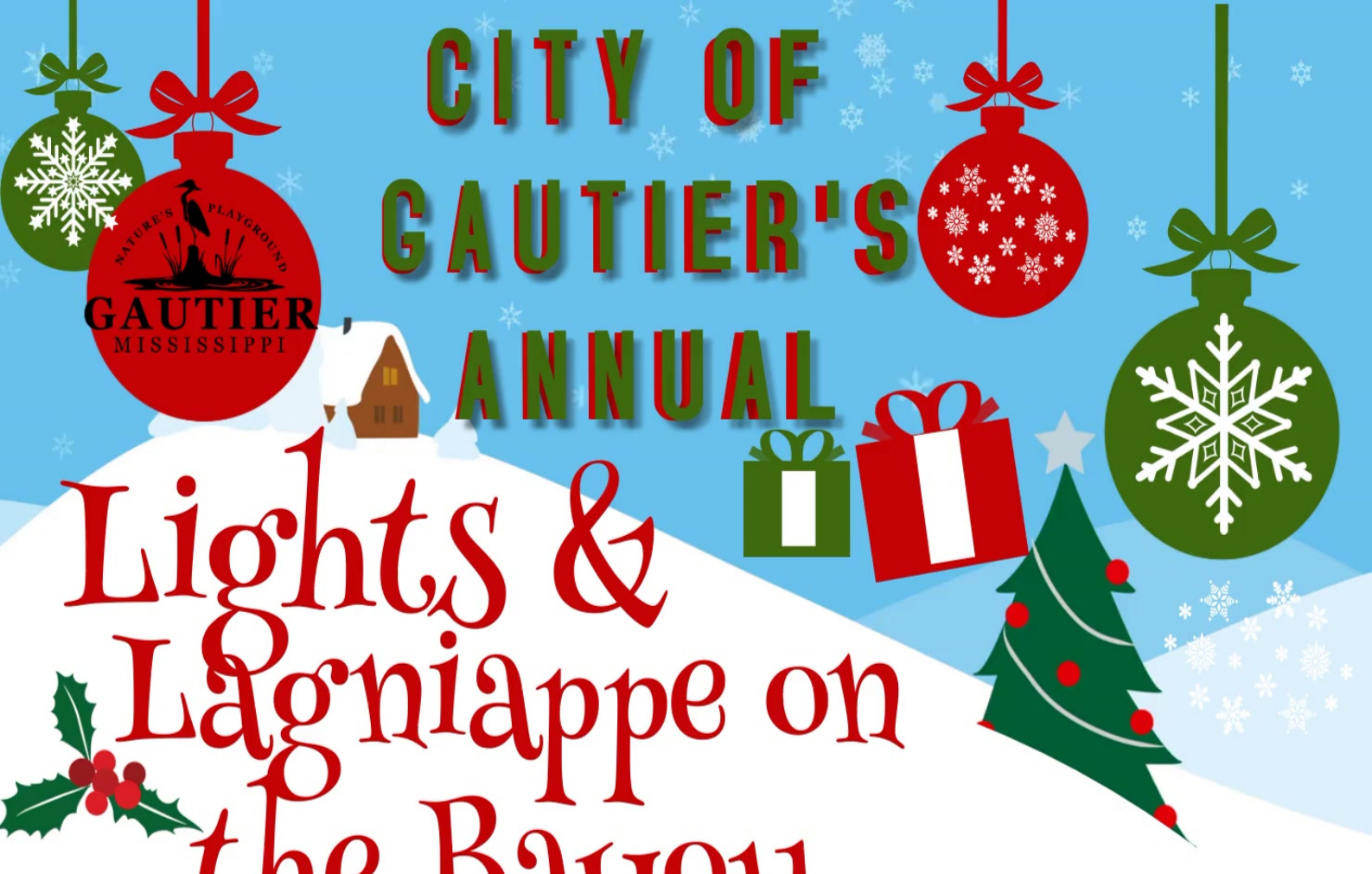
MUSIC LUNCH GIVEAWAYS



914 De La Pointe Dr.

GAUTIER
MISSISSIPPI





CITY OF GAUTIER'S ANNUAL

Lights & Lagniappe on the Bayou

Cornhole Tournament
Christmas Music
Pictures w/Santa
Gaming Truck & Knockerballs
Face Painting
Children Craft Area
Bounce Houses
Carnival Rides
Dance Performances
Annual Tree Lighting
Light the Night Fireworks Show

**December 3rd
1 PM**

Food Trucks: Mann Kettle Corn,
Gautier Mayor's Youth Council
Concessions, Keeping It
Tasty, Burger Box, Norwoods

Arts & Craft Vendors

A free event for the entire family to enjoy!
Former SR Mall Property 2800 Hwy 90

For more information call Gautier Parks & Recreation 228-497-2244

STATE HOLIDAYS

MISS. CODE ANN. § 3-3-7:

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

Holiday Proclamations from the Governor:

- New Year's Day (/Education-Publications/Pages/Proclamation-New-Years-Day.aspx)
- Independence Day -- July Fourth (/content/documents/ed_pubs/holidays/Proclamation_July42020.pdf)
- Veteran's Day -- November 11 (/content/documents/ed_pubs/holidays/Veteran%27s%20Day%202019%20Holiday%20Notice.pdf)
- Thanksgiving Day, Christmas Day, and New Year's Day (/content/documents/ed_pubs/holidays/Thanksgiving%20Christmas%20and%20New%20Year%27s%20Holidays%202019.pdf)

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
November 1, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

November 1, 2022
**Consideration of an amendment to the Golf Cart
and Low Speed Vehicle Ordinance**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

**Summary Explanation: Consideration of an amendment to the Golf Cart and Low Speed
Vehicle Ordinance**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDINANCE NUMBER ~~255-2022~~²⁰

GOLF CART ORDINANCE

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, TO ALLOW THE OPERATION OF GOLF CARTS AND LOW-SPEED VEHICLES ON CERTAIN PUBLIC ROADS AND STREETS WITHIN THE CITY

WHEREAS, the Mississippi Legislature passed Senate Bill 3303 during the 2020 regular session. *See Exhibit “A” attached hereto; and*

WHEREAS, Senate Bill 3303 allows the legal use of golf carts and low-speed vehicles on selected public roads and streets within the City of Gautier, so long as certain requirements are met; and

WHEREAS, the City of Gautier desires to authorize lawful operation of golf carts and low-speed vehicles on selected public roads and streets within city limits.

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

SECTION I.

Chapter 14, Article IV is hereby created and titled “Golf Carts and Low Speed Vehicles” and is to read as follows:

SECTION II.

Section 14-33 shall be added to the Code of Ordinances and shall read as follows:

14-33. – Definitions

The following terms and phrases, when used in this chapter, shall have the meaning ascribed, except where the context clearly indicates a different meaning

(a) "City" means the City of Gautier, Mississippi.

(b) "Governing authorities" means the Mayor and City Council of the City of Gautier Mississippi.

(c) "Golf cart" means a motor vehicle designated and manufactured for operation on a golf course for sporting or recreational purposes, is not capable of exceeding speeds of twenty-five (25) miles per hour, and is equipped with a parking brake, head lamps, tail lamps, seat belts, and front and rear turn signals. This definition specifically excludes

vehicles commonly known as “Go-Karts”.

(d) "Low-speed vehicle" means any four-wheeled electric or gasoline powered vehicle that has a top speed greater than twenty (20) miles per hour but less than twenty-five (25) miles per hour and is equipped with safety equipment as required under 49 CFR Section 571.500. This definition specifically excludes vehicles commonly known as “Go-Karts”.

(e) “Designated cart pathways” means any and all City streets and roads so designated on the map attached hereto as “Exhibit B”.

SECTION III.

Section 14-34 shall be added to the Code of Ordinances and shall read as follows:

14-34. – Permissible Operation and Registration Requirements

(a) Golf carts and/or low-speed vehicles may be operated on all City streets and roads where the posted speed limit does not exceed twenty-five (25) miles per hour and designated cart pathways.

(b) Any person operating a golf cart or low-speed vehicle on the public roads and streets must have in his or her possession a valid driver's license or temporary driver's permit and proof of insurance as required under Section 63-15-1 et seq., Mississippi Code of 1972.

(c) Golf carts and low speed vehicles may not be operated on interstate highway or state highways except for the crossing of these streets, in which case the shortest traveling distance to do so shall be required.

(d) Drivers of golf carts and/or low-speed vehicles are required to operate said vehicles in the outside lane of multi-lane streets and roads, where applicable.

(e) Operation of golf carts and/or low-speed vehicles is subject to all other applicable laws of the State of Mississippi and the City related to traffic and parking, along with corresponding penalties, not specifically addressed herein.

(f) Every low-speed vehicle and golf cart to be operated on a public road or street shall be required to register the vehicle with the City of Gautier. The Planning Department for the City of Gautier shall issue said registrations and collect the funds for same as outlined below to be provided to the City Clerk for deposit into the municipal general fund. Cost for the registration shall be twenty-five dollars and no/100 (\$25.00) to cover administrative time and expenses, payable to the City of Gautier. Upon registration a decal shall be provided by the Planning Department that must be displayed on the left rear fender of the vehicle. The registration shall remain valid for as long as the registering owner owns the low-speed vehicle or golf cart.

(g) Golf carts and/or low speed vehicles properly registered with other Mississippi municipalities, to non-Gautier residents, for use on public roads or streets may be operated within the City of Gautier without further registration so long as said golf carts

or low speed vehicles are operated in compliance with the remaining provisions of this ordinance. Proof of such registration must be in the golf cart or low speed vehicle during operation.

(h) Vehicles commonly known as "Go-Karts" are not eligible for registration or use on public roads or streets under this ordinance. Go-Karts are small, light, low-slung four-wheeled vehicles, powered by an electric motor or gasoline engine.

SECTION IV

Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION V

It is hereby declared to be the intention of the City Council that the actions, paragraphs, clauses and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs, clauses, sentences or provisions of this ordinance as adopted shall be declared unconstitutional or otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses and phrases of this ordinance.

SECTION VI

This Ordinance shall take effect in the manner prescribed by law.

SECTION VII

That upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Gautier, Mississippi, and published in the manner prescribed by law.

SECTION VIII

The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Gautier, Mississippi, as an addition thereto, and appropriately renumbered to conform to the uniform numbering system of the Code.

Thereupon, upon motion duly made by **Councilman**, seconded by **Councilman**
_____ to adopt the foregoing ordinance and received the following votes:

AYES:

NAYS:

Thereupon, the Mayor declared said Amended Ordinance approved, passed and adopted on this
the st day of , 2022.

Casey Vaughan, Mayor

Attest: _____
Teresa Montgomery
City Clerk

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

Council Meeting:
Title:

November 1, 2022
Authorization to enter into a Standard Form Agreement with Allred Stolarski Architects, PA for design services associated with the Mississippi Songwriters Performing Arts Center

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Standard Form Agreement with Allred Stolarski Architects, PA for design services associated with the Mississippi Songwriters Performing Arts Center

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier approved the Town Commons Park design concept, as presented by Seymour Engineering at the May 21, 2019 Council Meeting, in June 4, 2019. This design concept also included a Songwriters Performing Arts Center, located at the former Singing River Mall Property; and

WHEREAS, the City of Gautier requires architectural services and other professional services in relation to the Songwriters Performing Arts Center project; and

WHEREAS, Allred Stolarski Architects, PA has agreed to provide full architectural and engineering services, pursuant to this agreement; and

WHEREAS, pursuant to this agreement, Allred Stolarski Architects, PA will provide Civil, Structural, Mechanical, Plumbing, and Electrical Engineering design services; Landscape Architectural, Audio/Visual and Acoustical Engineering Services provided as an additional service to be coordinated by the Architect; and

WHEREAS, project delivery will include full bidding documents and specifications, in which the project will bid publicly in accordance with Mississippi Bid Law. The Architect will review bids and make a recommendation to the City of Gautier; and

WHEREAS, the Mayor and Council Members hereby find that entering this Standard Form 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 Standard Form Agreement with Allred Stolarski Architects, PA, for work associated with the Songwriters Performing Arts Center 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 November 1, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Paula Yancey, City Manager

Date: 10/25/2022

Subject: Authorization to enter into a Standard Form Agreement with Allred Stolarski Architects, PA for work associated with the Mississippi Songwriters Performing Arts Center

REQUEST:

The City Manager requests authorization to enter into a Standard Form Agreement between the City of Gautier and Allred Stolarski Architects, PA for the Mississippi Songwriters Performing Arts Center.

BACKGROUND:

The City of Gautier approved the Town Commons Park design concept, as presented by Seymour Engineering at the May 21, 2019 Council Meeting, in June 4, 2019. This design concept also included a Songwriters Performing Arts Center, located at the former Singing River Mall Property. The Songwriters Performing Arts Center project is to be roughly 10,000 square feet, two story facility to house the Mississippi Songwriters Alliance Hall of Fame and celebrate the art of songwriting and performing arts. The building will also include a fully functioning music recording studio, classrooms, and both interior and exterior flexible performing spaces.

DISCUSSION:

The City of Gautier requires architectural services in relation to the Songwriters Performing Arts Center project. Pursuant to the attached agreement, Allred Stolarski Architects has agreed to provide full architectural and engineering services. These services will include Civil, Structural, Mechanical, Plumbing, and Electrical Engineering design services. Landscape Architectural, Audio/Visual and Acoustical Engineering Services will be provided as an additional service to be coordinated by the Architect. Project delivery will include full bidding documents and specifications. The project will be bid publicly in accordance with Mississippi Bid Law. Architect shall review bids and make a recommendation to the City of Gautier.

RECOMMENDATION:

The Council May:

1. Approve the Agreement between the City of Gautier and Allred Stolarski Architects, PA; or
2. Not approve the Agreement between the City of Gautier and Allred Stolarski Architects, PA



AIA Document B101-2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First Day of November in the year 2022.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

City of Gautier
3330 Highway 90
Gautier, Mississippi 39533

and the Architect:
(Name, address and other information)

Allred Stolarski Architects, PA
711 Church Street
Ocean Springs, MS 39564

for the following Project:
(Name, location and detailed description)

Songwriters Performing Arts Center – Project is to be a roughly 10,000 square foot, two story facility to house the Mississippi Songwriters Alliance Hall of Fame and celebrate the art of songwriting and performing arts. The building will also include a fully functioning music recording studio, classrooms, and both interior and exterior flexible performance spaces.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE I INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article I and in optional Exhibit A, Initial Information:

Design Scope: Architect shall provide full Architectural and Engineering design services, including Civil, Structural, Mechanical, Plumbing, and Electrical Engineering design services. Landscape Architectural, Audio/Visual and Acoustical Engineering Services shall be provided as an additional service to be coordinated by the Architect. Project delivery shall include full Bidding Documents and Specifications. The project shall be competitively bid publicly in accordance with Mississippi Bid Law. Architect shall review bids received and make a recommendation to the Owner

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined

.2 Substantial Completion date:

To be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by Architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement.

(Identify, types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- | | |
|----|---------------------------------------|
| .1 | General Liability
\$1,000,000 |
| .2 | Automobile Liability
\$1,000,000 |
| .3 | Workers' Compensation
\$1,000,000 |
| .4 | Professional Liability
\$2,000,000 |

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architects services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate those services provided by the Owner as called out in 5.4 and 5.5. Owner's services include Geotechnical Testing and Site Topographic and Boundary Survey services. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and

other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work. The Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work,

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. The Architect's authority to act on behalf of the Owner is limited to actions which would not significantly affect Project cost or time. Extra costs associated with inspections or testing require prior written approval by the Owner.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Recommender, as that term is defined in AIA Document A201-2007, the Architect shall render initial recommendations on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 After obtaining written approval from Owner, the Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Incl.	
§ 4.1.2 Multiple preliminary designs	Incl.	
§ 4.1.3 Measured drawings	Incl.	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203-2007)	Owner	
§ 4.1.6 Building information modeling	Incl.	
§ 4.1.7 Civil engineering	Incl.	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252-2007)	N/A	
§ 4.1.10 Value Analysis (B204-2007)	N/A	
§ 4.1.11 Detailed cost estimating	Contractor	
§ 4.1.12 On-site project representation	Owner	
§ 4.1.13 Conformed construction documents	Incl.	
§ 4.1.14 As-Designed Record drawings	Incl.	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility Support Services (B210-2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner's consultants	Incl.	
§ 4.1.20 Telecommunications/data design	Incl.	
§ 4.1.21 Security Evaluation and Planning (B206-2007)	N/A	
§ 4.1.22 Commissioning (B211-2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED Certification (B214-2007)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205-2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253-2007)	Owner	
§ 4.1.28 Audio / Visual Design	Architect	
§ 4.1.29 Acoustic Engineering	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

1. Landscape Architectural Design (4.1.8): Full design of site landscaping and hardscaping, including but not limited to sod, irrigation, plantings and site amenities
2. Acoustic Engineering: Full design of facility acoustics with special consideration of performance spaces and recording studio areas to provide adequate acoustical performance for the spaces intended use.
3. Audio/Visual Design: Full design of audio/visual systems for the facility including but not limited to visual presentations, recording studio system and equipment and live performance playback.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect received the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality,

- complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services;

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information,
- .3 Contractor-prepared coordination drawings, or prior Project correspondence or documentation; Preparing Change Orders and construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (N/A) reviews of each Shop Drawing. Product Data item, sample and similar submittal of the Contractor
- .2 (N/A) visits to the site by the Architect over the duration of the Project during construction
- .3 (N/A) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (N/A) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed by the initial construction contract completion date (excluding additional weather days), through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services at the Architects hourly rates provided herein.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architects to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work. The Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's authorized representative is the City Manager, Paula Yancey. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect shall coordinate with the Owner and Surveyor.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall coordinate with the Owner and Engineer.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating, conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or

any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 Provided the Owner performs its obligations, including payment when due, the Owner shall be deemed the Owners of the Instruments of Service, including drawings and specifications.

§ 7.3.1 If the agreement is terminated prior to completion of the project, the Owner shall have the right to utilize information from the work agreement, however, the Architect and the Architect's consultants are released from any and all liability associated with the information from the work.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.2 To the extent damages are covered by property insurance, the Architect waive all rights against Owner and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. Architect shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner unreasonably fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. This agreement is subject to ratification of the future governing authorities of Jackson County, Mississippi.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as provided by the Mississippi Public Records Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

The Architect's fee for Basic Services shall be in accordance with the fee schedule published by the Bureau of Building, Grounds and Real Property Development of the State of Mississippi.

This project shall be a Type C project with the fee calculated as a percentage of construction cost derived from the basic fee formula of $42/\log(\text{construction cost}) \times 1.00$

"Type C:

Projects of conventional character requiring normal attention to design and detail, complete with complete mechanical & electrical systems, such as bridges, cinema, college classroom facilities, convention facilities, dining halls (institutional), dormitories, fire stations, gymnasiums, hotels, laundries & cleaning facilities, marinas, nursing homes, office buildings (with tenant improvements), parks, playground & recreational facilities, police stations, post offices, publishing plants, restaurants, schools (elementary & secondary), specialty shops, stadiums, transportation terminals, welfare buildings, neighborhood centers & similar recreational facilities, banks, exchanges & other financial institutions, extended care facilities, libraries, medical schools, medical office facilities & clinics, mental institutions, mortuaries, public health centers, religious facilities, research facilities, central utilities plants, water supply & distribution plants, sewage treatment & underground systems, electrical sub-station & primary & secondary distribution systems. "*

§ 11.2 For Additional Services designated in Section 4. 1, the Owner shall compensate the Architect as follows: *(Insert amount of or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

To be determined as needed

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of or basis for, compensation.)

To be determined as needed

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus (0%), or as otherwise stated below:

To be determined as needed

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty Percent (20%)
Design Development Phase	Twenty Percent (20%)
Construction Documents Phase	Forty Percent (40%)
Bidding or Negotiation Phase	Five Percent (5%)
Construction Phase	Fifteen Percent (15%)
Total Basic Compensation	One Hundred Percent (100%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed and paid on the next claims docket of Owner. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)
per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other Documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

City of Gautier
(Printed name and title)

John Stolarski, AIA, Vice-President
(Printed name and title)

Allred Stolarski Architects - Log Fee Calculator

Enter Const. Cost	Type Fee	Renovation (+ Fee)	LOG	Numerator	% Fee	Multiplier	Total Fee	Const. & Design
\$2,000,000.00	C	N	6.30103	42	6.67%	1.00	\$133,311.54	\$2,133,311.54
				Adjusted % Fee	6.67%			

Awarded Fee Schedule

SD	\$19,996.73	15%
DD	\$26,662.31	20%
CD	\$53,324.62	40%
BID	\$6,665.58	5%
CA	\$26,662.31	20%
A/E Fee of Awarded	\$133,311.54	100%

re based on the fee schedule used by the
u of Buildings, Grounds and Real Property Management
fessional Compensation

Fee Calculations:

C = Construction Cost

Type A Fee Percentage = 35 / Log C

Type B Fee Percentage = 40 / Log C

Type C Fee Percentage = 42 / Log C

Type D Fee Percentage = 44 / Log C

Type E Fee Percentage = 46 / Log C

rd as a percentage of construction cost, based on the fee formula below.

ubstantial renovation and/or repairs, fee shall be 115% of the basic fee.

ment projects are Type C, but not less than \$1,000

are Type C, but not less than \$1,000

increased or decreased accordingly if the Construction Contract amount is increased

If an increase results from errors or omissions, Owner may elect not to increase fee.

tion types:

Projects of simple, utilitarian character without complication or detail and with a high degree of repetition such as parking structures, garages, loft type structures, warehouses (exclusive of automated equipment), industrial buildings and farm structures.

Project of simple character requiring normal attention to design, detail and with moderate repetition such as armories, apartments, bakeries, cold storage facilities, exhibition halls, freight facilities, hangers, manufacturing industrial plants, office buildings (without tenant improvements), packaging & processing plants, printing plants, public markets, roads, skating rinks & service garages.

Projects of conventional character requiring normal attention to design and detail, complete with complete mechanical & electrical systems, such as bridges, cinema, college classroom facilities, convention facilities, dining halls (institutional), dormitories, fire stations, gymnasiums*, hotels, laundries & cleaning facilities, marinas, nursing homes, office buildings (with tenant improvements), parks, playground & recreational facilities, police stations, post offices, publishing plants, restaurants, schools (elementary & secondary), specialty shops, stadiums, transportation terminals, welfare buildings, neighborhood centers & similar recreational facilities, banks, exchanges & other financial institutions, extended care facilities, libraries, medical schools, medical office facilities & clinics, mental institutions, mortuaries, public health centers, religious facilities, research facilities, central utilities plants, water supply & distribution plants, sewage treatment & underground systems, electrical sub-station & primary & secondary distribution systems.

(* simple, prefabricated pre-engineered minimum type gymnasiums shall be Classification B)

Projects of specialized character requiring a high degree of skill in design, containing large amounts of complex scientific, mechanical & electrical equipment, such as aquariums, auditoriums, airport control towers, art galleries, breweries, college buildings with special facilities, communications buildings, correctional & detention facilities, exposition buildings, hospitals, laboratories, observatories, theaters and veterinary hospitals.

(All historical facilities requiring complete restoration, except for repairs only, are a Type C.)

Projects of detail character requiring elaborate planning & execution and devoid of repetition, such as mausoleums, memorials, monuments, museums, residences and specialized decorative buildings.

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

Council Meeting:
Title:

November 1, 2022
**Approval of the Master Services Agreement and
Statement of Work for Codification and/or
Recodification Services through CivicPlus, LLC**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

**Summary Explanation: Approval of the Master Services Agreement and Statement of Work for
Codification and/or Recodification Services through CivicPlus, LLC**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier desires to enter into the attached Master Services Agreement and statement of work for codification and/or recodification services through CivicPlus, LLC; and

WHEREAS, previously, the City utilized Municode for codification services, however, Municode has now integrated with CivicPlus; and

WHEREAS, CivicPlus can provide such services through the attached Master Services Agreement and Statement of Work; and

WHEREAS, the Master Services Agreement and Statement of Work through CivicPlus for recodification services will provide recodification of the City's Unified Development Ordinance, Online Code Hosting, Full-Service Supplementation Subscription, Online Supplementation (beginning with the ordinances received on a semi-annual basis), and printed supplementation (begins with the ordinances received from the municipality on an annual basis); and

WHEREAS, the Mayor and Council Members hereby find that entering this Master Services agreement and approval of the statement of work for codification and/or recodification services 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 attached Master Services Agreement and Statement of Work 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 November 1, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council

From: Emily Dickerson, Deputy City Clerk

Date: 10/25/2022

Subject: Approval of the Master Services Agreement and Statement of Work for Codification/Recodification Services

REQUEST:

The City Clerk Department requests approval of the Master Services Agreement and Statement of Work through CivicPlus, LLC.

BACKGROUND:

The City of Gautier has previously utilized Municode for Codification services. Municode has now partnered with CivicPlus, LLC. The City currently uses CivicPlus for agenda management and has recently partnered with CivicEngage for website redesign services. If approved, this will allow these platforms to provide an efficient way to search and access important documents. Since Municode and CivicPlus have integrated into one entity, the supplementation services, pursuant to the Statement of Work, must be included.

DISCUSSION:

The Statement of Work between the City of Gautier and CivicPlus, LLC is subjected to the terms and conditions of the CivicPlus Master Services Agreement. The Master Services Agreement and Statement of Work through CivicPlus for codification and/or recodification services will provide recodification of the City's Unified Development Ordinance, Online Code Hosting, Full-Service Supplementation Subscription, Online Supplementation (beginning with the ordinances received on a semi-annual basis), and printed supplementation (begins with the ordinances received from the municipality on an annual basis). The cost of these services will be in the amount not to exceed \$14,952 for year one and \$3,450 annually thereafter (subject to a 5% annual increase each Renewal Term following the Annual Services Start Date). The Statement of Work will remain in effect for the initial term starting at signing of the attached agreement ending in (18) months from the executed date or the Service Provider's shipment of the final code, whichever occurs earlier.

RECOMMENDATION:

The Council May:

1. Approve the Master Services Agreement and Statement of Work through CivicPlus, LLC for codification/recodification services; or
2. Not approve the Master Services Agreement and Statement of Work through CivicPlus, LLC for codification/recodification services;

ATTACHMENTS:

1. Statement of Work
2. Master Services Agreement

**CivicPlus**

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

Quote #:

Q-30175-1

Date:

10/10/2022 9:22 AM

Expires On:

12/31/2022

Client:

GAUTIER, MISSISSIPPI

Bill To:

GAUTIER, MISSISSIPPI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays	x	khays@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
600.00	Recodification	Recodification (per page) with UDO 3 copies	One-time
1.00	Online Code Hosting	Online Code Hosting	Renewable
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription with UDO	Renewable
1.00	Semi-Annual Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on a semi-annual basis.	Renewable
1.00	Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	Renewable
3.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included 3 copies	Renewable
Total Investment Initial Term		USD 14,952.00	
Annual Recurring Services		USD 3,450.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") is between Gautier Mississippi ("Client") and CivicPlus, LLC (the "Service Provider"), and 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. 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 starting at signing of this Agreement ending eighteen (18) months from the signing of this Agreement or Service Provider's shipment of the final code, whichever occurs earlier ("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 may be renewed 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 Initial Term shall be invoiced as follows:

V. PD 06.01.2015-0048
 Page 1 of 6

- a. Upon signing this Agreement: 25%
 - b. Upon submission of the Legal Memorandum: 25%
 - c. Upon Submission of Proofs: 25%
 - d. Upon Delivery: Balance of Total Investment Initial Term.
 - e. Any additional costs will be billed separately, upon delivery.
4. The initial Annual Recurring Services shall be invoiced eighteen (18) months from the signing of this Agreement or upon Service Provider's shipment of the final code, whichever occurs earlier ("Annual Services Start Date"). Subsequent Annual Recurring Services shall be invoiced on the anniversary date of the Annual Services Start Date of the relevant calendar year and subject to a 5% annual increase each Renewal Term following the Annual Services Start Date.
5. Codification Services shall Include: Pages with single column and 10 point font unless otherwise listed above; receipt, review and organization of materials; Legal analysis and research by a full-time Service Provider attorney; Preparation of a legal memorandum by a Service Provider attorney; 3-hour Teleconference with attorney (additional time billed at \$150/hr); Implementation of approved legal findings; one draft copy of code with approved changes ("Proofs"); Updating State Law references; Editorial preparation, proofreading, and page formatting; Indexing; Tables; graphics and tabular matter; Final proofreading and corrections; Quality control review and printing – an amount of printed copies set forth in the line items above, to include 3-post stamped binder and tabs; and Sample adopting ordinance prepared by a Service Provider attorney. "Tables" shall include: supplement history table, code comparative table, and ordinance history table. An additional hourly charge shall be assessed for the creation, modification, addition or updating of any table or schedule other than those enumerated herein.
6. Codification Services do NOT include: freight; state sales tax; or any annual recurring services.
7. Client understands and agrees that the Total Investment for Codification Services may be increased by the addition of legislation or materials; or pages over the amount of pages with columns and font size listed in the line items above which may be added at the per page rate agreed upon by the Parties based on column and font size listed above. Legislation added to the project must be approved and received prior to the cutoff date established by the parties. Following the delivery of the final code draft for client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client
9. Adhering to an established schedule of deadlines is critical to the success of this project and will ensure the contents of the Legal Memorandum remain current and complete at the time the final code ("Code") is adopted and republished. To ensure a successful project completion, it's important that a conference between the parties is held to discuss the findings of the Legal Memorandum within 45 days of its receipt, and that the subsequent Proof the Service Provider provides be returned within 45 days with any revisions noted. If the Proof is not returned within 45 days, additional update fees may apply. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the Proof is received within 45 days.
10. Client acknowledges Service Provider does not permanently retain prior versions of the legal Code or any other work product.
11. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.

12. Client acknowledges that Service Provider may provide legal analysis through codification, Codification or legal review services. Unless indicated otherwise, information sent via Internet email or through websites cannot be guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction and is not intended to be legal advice nor is it intended to substitute for the advice or services of an attorney. Additionally, no attorney-client relationship can be established under this SOW.

13. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Additional Terms and Conditions:

If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:

1. Annual Recurring Supplement Services does NOT include:
 - Additional copies, reprints, binders and tab orders;
 - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
 - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
 - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
 - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
 - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - Online Code hosting and online features.
2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

If Legal Review is included in the services to be delivered under this SOW, the following terms apply:

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:

1. Client's responsibilities include:
 - a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
 - b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
 - c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).
2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

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:

Title:

Title:

Date:

Date:

Contact Information

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

Organization

URL

Street Address

Address 2

City

State

Postal Code

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

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

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

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Master Services Agreement

Last Updated March 2022

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, 32 -34, 42, and 43 will survive any expiration or termination of this Agreement.

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

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.
5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.
6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services

content, module content, importable/exportable data, and archived information (“Client Content”) created by CivicPlus on behalf of Client pursuant to this Agreement. “Client Content” also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.
9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.
10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services (“CivicPlus Property”) will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet “links” to the CivicPlus Property software or “frame” or “mirror” any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.
12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.
13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

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

Responsibilities of the Parties

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

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations
20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.
21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.
22. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a)

in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#). CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

24. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.
25. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.
26. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will 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](#)) 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](#)) 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 §31. 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 32 and 33 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 the 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.



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

Council Meeting:

November 1, 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 November 1, 2022.

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	230142	11/01/2022	10/19/2022			1,167.19	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-021-605	CITY MGR CELL PHONE	0030759348	09/30/2022			47.55	
	001-001-605	COUNCIL PHONE	0030759348	09/30/2022			47.55	
	001-040-605	ADMIN CELL PHONE	0030759348	09/30/2022			81.88	
	001-090-605	BLGD-PLNG CELL PHONES	0030759348	09/30/2022			251.91	
	001-090-698	IPAD SERVICE (3)	0030759348	09/30/2022			102.99	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	09/30/2022			142.65	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	09/30/2022			142.65	
	001-170-605	RECREATION CELL PHONES	0030759348	09/30/2022			200.14	
	001-205-605	MAINT CELL PHONES	0030759348	09/30/2022			149.87	
001	DELTA COMPUTER SYSTEMS INC	230145	11/01/2022	10/19/2022			625.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-606	OCT 2022 ACCT SOFTWARE MAINT	DHLMN07482	10/01/2022			430.00	
	001-092-606	OCT 2022 PRIV LIC SW MAINT	DHLMN07483	10/01/2022			175.00	
	001-092-606	OCT 2022 VOTER REG SW MAINT	HRMN010128	10/01/2022			20.00	
001	GLOBALSTAR	230146	11/01/2022	10/19/2022			100.45	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-605	MONTHLY SERVICE	39883455	10/17/2022			100.45	
001	DELTA SANITATION OF MS LLC	230147	11/01/2022	10/19/2022			35.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-698	FRAZIER PORT O LET	0001253255	09/30/2022			35.00	
001	FUELMAN	230150	11/01/2022	10/19/2022			4,617.77	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP63097610	10/17/2022			118.17	
	001-092-525	UNL FUEL	NP63097610	10/17/2022			153.30	
	001-100-525	UNL&DSL FUEL	NP63097610	10/17/2022			3,319.38	
	001-161-525	UNL&DSL FUEL	NP63097610	10/17/2022			646.08	
	001-170-525	UNL FUEL	NP63097610	10/17/2022			276.16	
	001-205-525	UNL FUEL	NP63097610	10/17/2022			104.68	
001	COG 7M BOND ACCT	230153	11/01/2022	10/20/2022			16,831.76	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-000-104	TR MDOT WIRE: FUND 130	10142022	10/14/2022			16,831.76	
001	MS MUNICIPAL LEAGUE	230155	11/01/2022	10/21/2022			750.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-001-681	MID WINTER CONF: ANDERSON	2584173593	10/18/2022			150.00	
	001-001-681	MID WINTER CONF: COLLEDGE	2584173593	10/18/2022			150.00	
	001-001-681	MID WINTER CONF: GOLLOTT	2584173593	10/18/2022			150.00	
	001-001-681	MID WINTER CONF: VAUGHAN	2584173593	10/18/2022			150.00	
	001-021-681	MID WINTER CONF: YANCEY	2584173593	10/18/2022			150.00	

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BUTLER SNOW LLP	230156	11/01/2022	10/21/2022			3,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	FY21 CONTINUING DISCLOSURE		10354311	10/07/2022			3,000.00
001	MOTOROLA SOLUTIONS CREDIT CO LLC	230157	11/01/2022	10/21/2022			37,679.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-808	LEASE PMT: 670-0024742-000		31462	10/07/2022			37,679.33
001	AGJ SYSTEMS & NETWORKS INC	230221	11/01/2022	10/24/2022			7,056.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	NOV 2022 MSP-COMPLETE CARE		MSP-99796	11/01/2022			6,200.00
	001-092-606	NOV 2022: MS365 EXC (74)		99805	11/01/2022			370.00
	001-092-606	NOV 2022: MS365 BUS (32)		99805	11/01/2022			432.00
	001-092-606	NOV 2022: LITIGATN HOLD (18)		99805	11/01/2022			54.00
001	BALBINA CALDWELL	230222	11/01/2022	10/24/2022			56.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	COURT INTERPRETER: C# 212497		10172022	10/17/2022			56.00
001	BUTLER SNOW LLP	230224	11/01/2022	10/24/2022			6,984.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	REDIST SERVS THRU 09/30/22		10355953	10/21/2022			6,984.70
001	MS MUNICIPAL LEAGUE	230225	11/01/2022	10/24/2022			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MML SM TOWN CONF: COLLEDGE		35572	10/18/2022			150.00
	001-001-681	MML SM TOWN CONF: ANDERSON		35572	10/18/2022			150.00
	001-001-681	MML SM TOWN CONF: GOLLOTT		35572	10/18/2022			150.00
001	DEREK ETHERIDGE	230226	11/01/2022	10/25/2022			230.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: NRA RIFLE INST		11072022	10/24/2022			230.00
001	JOHNATHAN ALLMAND	230227	11/01/2022	10/25/2022			230.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: NRA RIFLE INST		11072022	10/24/2022			230.00
001	GAUTIER FAMILY CLINIC LLC	230228	11/01/2022	10/25/2022			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYSICAL: SQUIRES,C		10252022	10/25/2022			100.00
	001-022-604	PRE-EMP DRUG SCRIN: SQUIRES,C		10252022	10/25/2022			20.00
001	AT&T	230229	11/01/2022	10/25/2022			3,741.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	10/14/2022			3,741.92
001	SINGING RIVER HEALTH SYSTEM	230230	11/01/2022	10/25/2022			440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP DRUG SCRIN:JOHNSON,R		11920835	01/12/2022			25.00
	001-022-604	PRE-EMP PHYSICAL:JOHNSON,R		11920835	01/12/2022			68.00

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER HEALTH SYSTEM	230230	11/01/2022	10/25/2022			440.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYSICAL:WALKER,J		12437416	03/17/2022			68.00
	001-022-604	PRE-EMP PHYSICAL:KOZLOWSKI,T		12437813	03/17/2022			68.00
	001-100-604	PRE-EMP DRUG SCR:WARD,B		13033832	05/27/2022			50.00
	001-100-604	PRE-EMP PHYSICAL:SHIPMAN,L		13162223	06/13/2022			68.00
	001-100-604	PRE-EMP DRUG SCR:COLE,T		13449116	07/18/2022			25.00
	001-100-604	PRE-EMP PHYSICAL:COLE,T		13449461	07/18/2022			68.00
001	AT&T	230231	11/01/2022	10/25/2022			35.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	09/14/2022			35.23
001	WASTE OIL COLLECTORS INC	230232	11/01/2022	10/25/2022			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	STOP CHG:PUMP USED OIL		0026214	10/12/2022			80.00
001	COASTAL FIRE AND SAFETY LLC	230238	11/01/2022	10/25/2022			1,871.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-639	F-EXT SERV BASE CHG: CHALL		31891	10/24/2022			25.00
	001-092-639	FIRE EXT FE INSP (2)		31891	10/24/2022			6.00
	001-092-639	FIRE EXT ABC 5# 6YR INSP(4)		31891	10/24/2022			56.00
	001-092-698	FIRE ALARM FACP CERT: CHALL		31891	10/24/2022			300.00
	001-092-698	SPRINKLER INSP/CERT: CHALL		31891	10/24/2022			125.00
	001-161-639	F-EXT SERV BASE CHG: WFD		31891	10/24/2022			25.00
	001-161-639	FIRE EXT FE INSP (5)		31891	10/24/2022			15.00
	001-161-639	FIRE EXT ABC 5# 6YR INSP		31891	10/24/2022			14.00
	001-161-698	FIRE ALARM FACP CERT: WFD		31891	10/24/2022			300.00
	001-161-698	SPRINKLER INSP/CERT: WFD		31891	10/24/2022			125.00
	001-100-639	F-EXT SERV BASE CHG: GPD		31891	10/24/2022			25.00
	001-100-639	FIRE EXT FE INSP (7)		31891	10/24/2022			21.00
	001-100-699	FIRE ALARM FACP CERT: GPD		31891	10/24/2022			300.00
	001-100-699	SPRINKLER INSP/CERT: GPD		31891	10/24/2022			125.00
	001-205-639	F-EXT SERV BASE CHG: C BARN		31891	10/24/2022			25.00
	001-205-639	FIRE EXT FE INSP (3)		31891	10/24/2022			9.00
	001-170-639	F-EXT SRV BASE CHG: SR CNTR		31891	10/24/2022			25.00
	001-170-639	FIRE EXT FE INSP(1)		31891	10/24/2022			3.00
	001-161-639	F-EXT SERV BASE CHG: SFD		31891	10/24/2022			25.00
	001-161-639	FIRE EXT FE INSP (1)		31891	10/24/2022			3.00
	001-170-639	F-EXT SERV BASE CHG: BACOT		31891	10/24/2022			25.00
	001-170-639	FIRE EXT ABC 5# 6YR INSP		31891	10/24/2022			14.00
	001-100-639	F-EXT SERV BASE CHG: SUBSTN		31891	10/24/2022			25.00
	001-100-639	FIRE EXT FE INSP		31891	10/24/2022			3.00
	001-161-639	F-EXT SERV BASE CHG: CFD		31891	10/24/2022			25.00
	001-161-639	FIRE EXT FE INSP (3)		31891	10/24/2022			9.00
	001-161-639	FIRE EXT ABC 20# RECHG (4)		31891	10/24/2022			176.00
	001-161-639	F-EXT SERV BASE CHG: NFD		31891	10/24/2022			25.00
	001-161-639	FIRE EXT FE INSP		31891	10/24/2022			3.00
	001-161-639	FIRE EXT ABC 10# 6YR INSP		31891	10/24/2022			14.00

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DPS - MLEOTA	230241	11/01/2022	10/25/2022			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	RANGE FEE-RIFLE CRS:ETHERIDGE		90124037	10/24/2022			300.00
	001-100-681	RANGE FEE-RIFLE CRS:ALLMAND		90124037	10/24/2022			300.00
001	SEYMOUR ENGINEERING PLLC	230242	11/01/2022	10/25/2022			6,185.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	ENG DESIGN: LIFT STN UPGRADES		8587	10/24/2022			6,185.00
001	PIERRE COLLINS	230247	11/01/2022	10/26/2022			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/17/2022		10172022	10/26/2022			35.00
	001-170-502	REFEREE 10/18/2022		10182022	10/26/2022			70.00
	001-170-502	REFEREE 10/25/2022		10252022	10/26/2022			35.00
001	C SPIRE WIRELESS	230248	11/01/2022	10/26/2022			956.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	10/11/2022			475.50
	001-100-699	DATA CARDS (14)		0032680896	10/11/2022			480.62
001	DAVID WASHINGTON	230249	11/01/2022	10/26/2022			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/17/2022		10172022	10/26/2022			35.00
	001-170-502	REFEREE 10/18/2022		10182022	10/26/2022			70.00
	001-170-502	REFEREE 10/24/2022		10242022	10/26/2022			70.00
001	HUNTER WILLIAMS	230250	11/01/2022	10/26/2022			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/17/2022		10172022	10/26/2022			35.00
	001-170-502	REFEREE 10/18/2022		10182022	10/26/2022			70.00
	001-170-502	REFEREE 10/25/2022		10252022	10/26/2022			35.00
001	KEITH ELIJAH SMITH	230251	11/01/2022	10/26/2022			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/18/2022		10182022	10/26/2022			70.00
	001-170-502	REFEREE 10/24/2022		10242022	10/26/2022			70.00
	001-170-502	REFEREE 10/25/2022		10252022	10/26/2022			35.00
001	SPARKLIGHT	230252	11/01/2022	10/26/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	NOV 2022:NFD 122024383		10232022	10/23/2022			85.46
001	SPARKLIGHT	230253	11/01/2022	10/26/2022			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	NOV 2022:CFD 122024086		10232022	10/23/2022			95.41
001	SPARKLIGHT	230254	11/01/2022	10/26/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	NOV 2022:SFD 122025091		10232022	10/23/2022			85.46

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	230261	11/01/2022	10/26/2022			220.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	NOV 2022:BACOT 135939403		102322	10/23/2022			220.88
001	GOVERNMENT BRANDS SHARED SERVICES	230262	11/01/2022	10/26/2022			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	OCT 2022 COURT SUPPORT		INV4311984	10/01/2022			1,495.00
001	SOUTHERN TIRE MART LLC DEPT 143	230275	11/01/2022	10/26/2022			742.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	315/80R2235/20 M870: ENG 1		2500112160	10/25/2022			578.00
	001-161-638	SERV CALL/FEES/LABOR: ENG 1		2500112160	10/25/2022			164.95
001	ALABAMA MEDIA GROUP	230276	11/01/2022	10/27/2022			64.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	PUBLISH ORDINANCE 266-2022		0010469327	10/09/2022	230033		10.44
	001-090-615	PUBLIC NOTICE: GPC 22-41-CU		0010473795	10/16/2022	230062		17.88
	001-090-615	PUBLIC NOTICE: GPC 22-42-SU		0010473803	10/16/2022	230062		17.28
	001-090-615	PUBLIC NOTICE: GPC 22-43-SE		0010473815	10/16/2022	230062		18.96
001	REYNOLDS WHOLESALE CO	230277	11/01/2022	10/27/2022			502.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-596	FROOTIES 36OCT BAG (30)		73008	10/04/2022	230019		195.00
	001-161-596	EFRUTTI GUMMI 60CT (12)		73008	10/04/2022	230019		108.00
	001-161-596	MARS MINI MIX (10)		73008	10/04/2022	230019		199.50
001	SUNBELT FIRE INC	230280	11/01/2022	10/27/2022			544.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	LEATHER 14" PULL ON BOOT		336355	10/18/2022	221267		519.00
	001-161-535	FREIGHT		336355	10/18/2022	221267		25.00
001	SHERWIN-WILLIAMS COMPANY	230281	11/01/2022	10/27/2022			117.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	FIELD MRKG PAINT(12): BACOT		4840-7	10/04/2022	230009		117.48
001	CUSTOM PRODUCTS CORPORATION	230282	11/01/2022	10/27/2022			6,182.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET SIGNS (31)		379464	10/13/2022	230018		1,001.30
	001-201-565	12X18 NO PARKING (5)		379464	10/13/2022	230018		68.85
	001-201-565	30X30 STOP SIGN (20)		379464	10/13/2022	230018		935.60
	001-201-565	18X24 SPEED LIMIT 40 (4)		379464	10/13/2022	230018		101.44
	001-201-565	18X24 SPEED LIMIT 30 (4)		379464	10/13/2022	230018		101.44
	001-201-565	24X30 SPEED LIMIT 50 (2)		379464	10/13/2022	230018		84.34
	001-201-565	36X36 MOWERS AHEAD (2)		379464	10/13/2022	230018		74.76
	001-201-565	36X36 UTILITY WORK AHEAD (2)		379464	10/13/2022	230018		74.76
	001-201-565	FREIGHT ESTIMATE		379464	10/13/2022	230018		141.65
	001-201-565	POST U CHANNEL (100)		379463	10/13/2022	230059		2,207.00
	001-201-565	PKG HARDWARE MOUNT (100)		379463	10/13/2022	230059		114.00
	001-201-565	BRKT STD 5.5 CROSS PC(100)		379463	10/13/2022	230059		550.00
	001-201-565	BRKT STD 5.5 U-CHANNEL(100)		379463	10/13/2022	230059		517.00

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	230282	11/01/2022	10/27/2022			6,182.77	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	FREIGHT		379463	10/13/2022	230059	230059	210.63
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	230286	11/01/2022	10/27/2022			821.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	RECEIPT BOOK #745083		3520430742	10/14/2022	230056		11.90
	001-040-500	2-PT RECEIPT BOOK (4)		3520430742	10/14/2022	230056		34.68
	001-040-500	2023 MTHLY PLANNER (3)		3520430742	10/14/2022	230056		42.99
	001-040-500	BROTHER DR-221 DRUM UNIT 4/PK		3520430742	10/14/2022	230056		132.98
	001-040-500	BROTHER TN-221Y STD		3520430742	10/14/2022	230056		61.94
	001-040-500	WIRE MESH STORAGE 10-COMPRT		3520430742	10/14/2022	230056		24.49
	001-040-500	HP 952XL/952 B/C/M/Y		3520430742	10/14/2022	230056		111.31
	001-040-500	HIGHLIGHTERS ASST 10/PK		3520430742	10/14/2022	230056		10.00
	001-040-500	2023 DESK PAD CALENDAR (5)		3520430742	10/14/2022	230056		26.95
	001-040-500	2023 11"X8" WALL CALENDAR		3520430742	10/14/2022	230056		7.79
	001-022-500	CLASS FOLDER LEGAL 10/BX		3520430742	10/14/2022	230056		50.89
	001-040-500	FILE POCKET LEGAL 10/BX		3520430742	10/14/2022	230056		33.48
	001-022-500	CATALOG ENV 9"X12" 100/BX		3520430742	10/14/2022	230056		15.53
	001-040-500	INVISIBLE TAPE 12/PK		3520430742	10/14/2022	230056		7.56
	001-022-500	ORANGE FOLDER LEGAL 100/BX		3520430742	10/14/2022	230056		46.89
	001-040-500	BLUE FOLDER LEGAL 100/BX (5)		3520430742	10/14/2022	230056		137.35
	001-040-500	GRAY FOLDER LEGAL 100/BX		3520430743	10/14/2022	230056		56.99
	001-040-500	PLASTIC MULTI-POCKET FOLDER		3520719334	10/14/2022	230056		7.43
001	GRAFIX SHOPPE	230289	11/01/2022	10/27/2022			1,063.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	ULT-2004 REFL KIT: U# 19685		147377	10/19/2022	230053		515.00
	001-100-570	ULT-2004 REFL KIT: U# 65		147377	10/19/2022	230053		515.00
	001-100-570	SHIPPING		147377	10/19/2022	230053		33.65
001	MS GULF COAST COMMUNITY COLLEGE	230290	11/01/2022	10/27/2022			225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	FTO CERT CRS: NICHOLSON,T		22-096	10/25/2022	230103		225.00
001	FOUR SEASONS PRODUCE INC	230291	11/01/2022	10/27/2022			71.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	HAY BALES (12)		22-13663	10/06/2022	230040		71.88
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	230293	11/01/2022	10/27/2022			795.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	HI-LITE CARRIER NVY		84212	10/24/2022	221313		585.00
	001-100-535	GUARDIAN GEN III MOLLE NVY		84212	10/24/2022	221313		210.60
001	AMAZON CAPITAL SERVICE	230295	11/01/2022	10/27/2022			489.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	3X5 FLAG-CERT DISPLAY CASE		13KG67CWGN	10/13/2022	230057		79.99
	001-170-502	FIELD MARKG PAINT 12/PK (4)		14XWHP1617	10/05/2022	230023		319.80
	001-100-559	LOGITECH S120 STEREO SPKR(2)		1XFWFFNKKX	10/25/2022	230090		29.98
	001-100-559	DISPLAYPORT 12FT CABLE (4)		1XFWFFNKKX	10/25/2022	230090		59.96

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	230297	11/01/2022	10/27/2022			2,742.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	DELL OPTIPLEX 3090: NCIC		99421	10/18/2022	230021		1,126.42
	001-100-559	DELL OPTIPLEX 3090: NCIC		99421	10/18/2022	230021		1,126.42
	001-100-559	MS OFFICE 2021 HOME/BUS (2)		99421	10/18/2022	230021		490.00
001	MOTOROLA INC	230300	11/01/2022	10/27/2022			156.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-799	APX 4500 PROGRAMMING (4)		8230387348	10/21/2022	221100		156.00
001	SINGING RIVER ELECTRIC COOPERATIVE	230301	11/01/2022	10/27/2022			453.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SRM VENUE 104312008		10202022	10/26/2022			38.07
	001-201-633	WM PAYNE 100244003		10202022	10/26/2022			50.80
	001-161-631	BROWN FD 95237002		10152022	10/24/2022			364.59
001	SINGING RIVER ELECTRIC COOPERATIVE	230302	11/01/2022	10/27/2022			9,286.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		10182022	10/27/2022			6,690.12
	001-201-629	SIGNAL LIGHTS 10054		10182022	10/27/2022			642.74
	001-092-631	CITY HALL 10054		10182022	10/27/2022			774.11
	001-170-631	FRAZIER PARK 10054		10182022	10/27/2022			55.75
	001-170-631	SENIOR BLDG 10054		10182022	10/27/2022			273.64
	001-161-631	CENTRAL FD 10054		10182022	10/27/2022			366.11
	001-170-631	CITY PARK 10054		10182022	10/27/2022			138.76
	001-092-631	PUBLIC WORKS 10054		10182022	10/27/2022			308.88
	001-092-631	HWY 90 SIGN 10054		10182022	10/27/2022			36.00
001	ADRIANNE CRAWFORD RHOADS	230303	11/01/2022	10/27/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: CASE 209791		10252022	10/25/2022			200.00
FUND TOTAL	1 Claims	to	Checks	50 Total	120,914.36 Manual		Held	Total 120,914.36

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	230245	11/01/2022	10/25/2022			44,190.88	
		Description		Invoice #	Date	P.O.	Amount	
		CONST ENG & INS: #14		1160722	10/18/2022			44,190.88
FUND TOTAL 130 Claims	to	Checks	1 Total	44,190.88	Manual		Held	Total 44,190.88

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GULF STATES DISTRIBUTORS	230279	11/01/2022	10/27/2022			945.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	SL TAN SS TAC HOLSTER (5)		1429552-IN	10/17/2022	221384		945.00
156	AUDIOWAVE INC	230299	11/01/2022	10/27/2022			2,510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	INST NFORCE LIGHTS; #20414		A 55866	10/19/2022	230029		2,310.00
	156-100-799	SHOP SUPPLIES		A 55866	10/19/2022	230029		200.00
FUND TOTAL 156 Claims	to	Checks	2 Total	3,455.00	Manual		Held	Total 3,455.00

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	230154	11/01/2022	10/20/2022			1,930.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		OCT 2022	10/20/2022			1,930.01
FUND TOTAL 172 Claims	to	Checks	1 Total	1,930.01	Manual		Held	Total 1,930.01

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	230143	11/01/2022	10/19/2022			51.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	09/30/2022			51.77
176	AD2 INC	230233	11/01/2022	10/25/2022			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE OCT 2022		3917	10/15/2022			36.50
	176-170-699	SHOPPING CART		3917	10/15/2022			268.50
	176-170-699	WEB SITE MAINT 9/15-10/14/22		3917	10/15/2022			350.00
176	AT&T	230234	11/01/2022	10/25/2022			535.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERVICE 2 LINES		2284792244	10/14/2022			535.42
176	COASTAL FIRE AND SAFETY LLC	230239	11/01/2022	10/25/2022			87.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	F-EXT SERV BASE CHG: LOG CBN		31891	10/24/2022			25.00
	176-170-639	FIRE EXT FE INSP (2)		31891	10/24/2022			6.00
	176-170-639	F-EXT SERV BASE CHG: MNT SHOP		31891	10/24/2022			25.00
	176-170-639	FIRE EXT FE INSP		31891	10/24/2022			3.00
	176-170-639	F-EXT SERV BASE CHG: REC BLDG		31891	10/24/2022			25.00
	176-170-639	FIRE EXT FE INSP		31891	10/24/2022			3.00
176	COCA COLA BOTTLING CO UNITED INC	230246	11/01/2022	10/26/2022			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z SPRITE (1)		3328226784	10/04/2022			28.00
	176-170-541	CS 200Z COKE (1)		3328226784	10/04/2022			28.00
	176-170-541	CS 200Z BARQS (1)		3328226787	10/04/2022			28.00
	176-170-541	CS 200Z COKE (1)		3328227174	10/25/2022			28.00
	176-170-541	CS 200Z SPORTS DRINK (2)		3328227174	10/25/2022			48.00
176	SPARKLIGHT	230263	11/01/2022	10/26/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	NOV 2022:SHEPPARD 136075116		10232022	10/23/2022			127.95
176	R TEE HUT LLC	230294	11/01/2022	10/27/2022			64.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	PILLOWCASE (7): SSP MERCH		001702	10/18/2022	230037		56.00
	176-170-541	POPSOCKET (4): SSP MERCH		001702	10/18/2022	230037		8.00
176	RONDA BYNON	230298	11/01/2022	10/27/2022			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	GALAXY MUGS (3)		1042	10/18/2022	230068		56.25
	176-170-541	GALAXY BOWLS (2)		1042	10/18/2022	230068		52.50
	176-170-541	GALAXY YARN BOWL		1042	10/18/2022	230068		41.25
	176-170-541	BRICK SUGAR & CREAMER SET		1042	10/18/2022	230068		45.00
	176-170-541	BRICK BOWL		1042	10/18/2022	230068		33.75
	176-170-541	LAVA MUG W/LEATHER HANDLE		1042	10/18/2022	230068		26.25
	176-170-541	2022 CHRISTMAS TREE ORMNT (6)		1042	10/18/2022	230068		45.00
FUND TOTAL 176 Claims		to	Checks	8 Total	1,981.14 Manual		Held	Total 1,981.14

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
252	FIRST NATIONAL BANK TRUST DEPT	230160	11/01/2022	10/21/2022			300,106.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	252-680-801	PRN PMT: S2019 REV BOND		12012022	10/15/2022		220,000.00	
	252-680-811	INT PMT: S2019 REV BOND		12012022	10/15/2022		80,106.25	
FUND TOTAL 252 Claims	to	Checks	1 Total	300,106.25	Manual	Held	Total	300,106.25

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC Account Number 361-726-762	230243	11/01/2022	10/25/2022			22,466.50	
		Description		Invoice #	Date	P.O.	Amount	
		ENG DESIGN/BIDDING		8585	10/24/2022			22,466.50
FUND TOTAL 361 Claims	to	Checks	1 Total	22,466.50	Manual		Held	Total 22,466.50

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	230144	11/01/2022	10/19/2022			47.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	09/30/2022			47.55
400	WASTE MANAGEMENT OF MS-GLF COAST INC	230148	11/01/2022	10/19/2022			2,730.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL OFF TIMBERLANE		7845047685	10/03/2022			2,730.13
400	AT&T	230149	11/01/2022	10/19/2022			73.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	10/06/2022			73.86
400	FUELMAN	230151	11/01/2022	10/19/2022			174.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63097610	10/17/2022			174.44
400	COG DEPOSITORY ACCOUNT	230152	11/01/2022	10/20/2022			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		12102022	10/10/2022			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		10102022	10/10/2022			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		10102022	10/10/2022			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		10102022	10/10/2022			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		10102022	10/10/2022			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		10102022	10/10/2022			9,665.99
400	2018-2019 BOND DEBT SERVICE FUND	230158	11/01/2022	10/21/2022			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	NOV 2022: 2018 BOND DS		11012022	11/01/2022			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	230159	11/01/2022	10/21/2022			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	NOV 2022: 2019 BOND DS		11012022	11/01/2022			32,000.00
400	SOUTHERN PIPE & SUPPLY CO INC	230219	11/01/2022	10/24/2022			1,880.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 CPLG MIP X CTS (12)		6393047-00	04/05/2022			249.00
	400-651-581	8CLAY X 8CT PLST CLPG (6)		6393047-00	04/05/2022			115.98
	400-651-583	8" PVC SDR26 GSKT PIPE(112')		6393047-01	04/15/2022			1,515.36
400	JACKSON COUNTY UTILITY AUTHORITY	230220	11/01/2022	10/24/2022			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	NOV 2022 TREATMENT CHGS		1923	11/01/2022			238,372.00
400	HUEY P STOCKSTILL LLC	230235	11/01/2022	10/25/2022			1,429.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	4.16 TN ASPHALT: MULT PROJS		52399	10/21/2022			382.72
	400-651-683	6.11 TN ASPHALT: MULT PROJS		52399	10/21/2022			562.12
	400-651-683	5.27 TN ASPHALT: BOULDER		52399	10/21/2022			484.84

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	230236	11/01/2022	10/25/2022			171.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	10/14/2022			171.50
400	SOUTHERN LINC	230237	11/01/2022	10/25/2022			86.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2022 SERV CHGS		104671	10/01/2022			80.00
	400-650-698	TAXES/FEES		104671	10/01/2022			6.68
400	COASTAL FIRE AND SAFETY LLC	230240	11/01/2022	10/25/2022			113.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	F-EXT SERV BASE CHG: UTY BLDG		31891	10/24/2022			25.00
	400-650-639	FIRE EXT FE INSP (2)		31891	10/24/2022			6.00
	400-650-639	F-EXT SERV BASE CHG: CWS BLDG		31891	10/24/2022			25.00
	400-650-639	FIRE EXT FE INSP (14)		31891	10/24/2022			42.00
	400-650-639	FIRE EXT ABC 5# RECHG		31891	10/24/2022			15.00
400	SEYMOUR ENGINEERING PLLC	230244	11/01/2022	10/25/2022			10,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	ENG DESIGN 80%		8586	10/24/2022			1,750.00
	400-651-603	TOPOGRAPHIC SURVEY		8586	10/24/2022			8,700.00
400	SPARKLIGHT	230264	11/01/2022	10/26/2022			102.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2022:UTILITY	107663106	10232022	10/23/2022			102.38
400	SINGING RIVER ELECTRIC COOPERATIVE	230265	11/01/2022	10/26/2022			2,659.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	SCHOONER WELL 20688		10122022	10/20/2022			1,426.92
	400-651-631	LIFT STATIONS 20688		10122022	10/20/2022			202.69
	400-651-631	LIFT STATIONS 20649		10152022	10/24/2022			917.96
	400-651-631	LIFT STATIONS 28779		10152022	10/24/2022			86.32
	400-651-631	CARTER WTR TANK 109812001		10152022	10/24/2022			26.10
400	REYNOLDS WHOLESALE CO	230278	11/01/2022	10/27/2022			680.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	TISSUE 96/CS (3)		73116	10/21/2022	230083		140.25
	400-650-510	MF BROWN TOWELS (3)		73116	10/21/2022	230083		74.85
	400-650-510	PAPER TOWELS 30/CS (3)		73116	10/21/2022	230083		98.85
	400-650-510	PINE SOL 144OZ (3)		73116	10/21/2022	230083		35.85
	400-650-510	PF LATEX GLOVE 100/BX (10)		73116	10/21/2022	230083		109.50
	400-650-510	DIAL ANTIBAC SOAP GAL (2)		73116	10/21/2022	230083		31.90
	400-650-510	30X36 WH CAN LINER 200/CS		73116	10/21/2022	230083		28.50
	400-650-510	24X33 WH CAN LINER 500/CS		73116	10/21/2022	230083		32.95
	400-650-510	LYSOL SPRAY 19OZ (12)		73116	10/21/2022	230083		83.88
	400-650-510	ODOROUT CARPET 12OZ (6)		73116	10/21/2022	230083		23.70
	400-650-510	CLOROX WIPES 85CT (4)		73116	10/21/2022	230083		19.80

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	230283	11/01/2022	10/27/2022			461.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	BC280M-250 CAPACITOR (20):LS33		45754	10/20/2022	230073		461.60
400	COAST BATTERY SPECIALIST INC	230284	11/01/2022	10/27/2022			212.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	12V 5.0 BATT (10): SCADA		3245101322	10/13/2022	230052		212.10
400	CENTRAL PIPE SUPPLY-JACKSON	230285	11/01/2022	10/27/2022			5,768.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	BRZ BADGER 3/4" METER (50)		S100312084	10/11/2022	230017		4,987.50
	400-651-581	S/B FULL CIRCLE 3/4 CTS (6)		313291-001	10/14/2022	230058		194.28
	400-651-581	S/B FULL CIRCLE 3/4 IPS (12)		313291-001	10/14/2022	230058		392.16
	400-651-581	S/B FULL CIRCLE 3/4 CTS (6)		313291.002	10/19/2022	230058		194.28
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	230287	11/01/2022	10/27/2022			116.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	2023 DESK PAD CALENDAR (3)		3520228193	10/11/2022	230049		16.17
	400-650-500	2023 30X20 WALL CALENDAR (2)		3520228193	10/11/2022	230049		44.74
	400-650-500	2023 MONTHLY PLANNER (3)		3520228193	10/11/2022	230049		42.93
	400-650-500	2023 MONTHLY PLANNER		3520228194	10/11/2022	230049		12.99
400	G & O SUPPLY CO, INC	230288	11/01/2022	10/27/2022			10,308.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	30"X20' HDPE (1)		G15219	10/11/2022	230026		970.60
	400-651-683	30"X24' HDPE (1)		G15219	10/11/2022	230026		1,164.72
	400-651-583	30"X20' HDPE (6)		G15217	10/11/2022	230026		5,823.60
	400-651-683	30"X30"X30" TEE (1)		G15217	10/11/2022	230026		1,607.97
	400-651-683	30" SPLIT COUPLING (3)		G15217	10/11/2022	230026		518.85
	400-651-683	24" SPLIT COUPLING (3)		G15217	10/11/2022	230026		223.20
400	MUSCO-GULFPORT 1227	230292	11/01/2022	10/27/2022			265.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	1 BB MTR SSR 5' NIC		0724122-2	10/25/2022	220165		265.00
400	AMAZON CAPITAL SERVICE	230296	11/01/2022	10/27/2022			462.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	DIGITAL KEYPAD LOCK		1R7TCW1GGN	10/20/2022	230084		408.22
	400-650-639	SS PLATE WRAPAROUND		1R7TCW1GGN	10/20/2022	230084		54.05
FUND TOTAL 400 Claims to		Checks	24 Total	375,993.65	Manual	Held	Total	375,993.65

Docket of Claims
Release date from 11/01/2022 thru 11/01/2022

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	50 Total	120,914.36 Manual	Held	Total	120,914.36
FUND 130 Claims	to	Checks	1 Total	44,190.88 Manual	Held	Total	44,190.88
FUND 156 Claims	to	Checks	2 Total	3,455.00 Manual	Held	Total	3,455.00
FUND 172 Claims	to	Checks	1 Total	1,930.01 Manual	Held	Total	1,930.01
FUND 176 Claims	to	Checks	8 Total	1,981.14 Manual	Held	Total	1,981.14
FUND 252 Claims	to	Checks	1 Total	300,106.25 Manual	Held	Total	300,106.25
FUND 361 Claims	to	Checks	1 Total	22,466.50 Manual	Held	Total	22,466.50
FUND 400 Claims	to	Checks	24 Total	375,993.65 Manual	Held	Total	375,993.65
Total for all Funds		Checks	88 Total	871,037.79 Manual	Held	Total	871,037.79

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

November 1, 2022

Title:

Approval of Minutes from the Recessed Council Meeting held October 18, 2022

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held October 18, 2022.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held October 18, 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 November 1, 2022.

**Tuesday
October 18, 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 October 18, 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, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent was Councilman Cameron George.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 18, 2022 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Gautier Mullet and Music Festival will be Saturday, October 22nd from 9am until 6pm at the former Singing River Mall Property.**
- 2. Tasty Thursday will be October 27th beginning at 11am at the former Singing River Mall Property.**
- 3. Shepard Park 5K Fun Run, hosted by Gautier Community Pride, will be Saturday, October 29th beginning at 9am at the Shepard State Park Pavilion.**

IV. Presentation Agenda

- 1. Redistricting Update by Tommie Cardin, Butler Snow, LLP**

V. Business Agenda

1. Approval of Change Order No. 3 (Summary) and final pay application for the City Hall Water Well Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to Acknowledge Bids and Award Contract for Gautier Vancleave Road Wastewater System Upgrades (GOMESA)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. NUNC PRO TUNC Resolution correcting 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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4. Consider a request for a twenty-one-foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District located at 6300 Martin Bluff Road, Gautier, MS (GPC #22-38-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of a Special Exception that would allow a personal care home in a C-2 Community Commercial Zoning District (GPC Case No. 22-37-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration of a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District (GPC Case No. 22-39-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. 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 Regular Council Meeting held October 4, 2022.
2. Receive September 2022 Privilege License Report

3. **Approval of Redd Pest Solutions subterranean termite baiting service retreatment agreement**
4. **Authorization to enter into a Contract Agreement with Eastern Shore Inflatables**
5. **Authorization to enter into a contract agreement with Pyro Shows**
6. **Authorization to Enter into Overtime Reimbursement Agreement with Border Patrol**
7. **Authorization to enter into a Task Force Agreement with the Drug Enforcement Administration (DEA)**
8. **Authorization to enter into an NCIC Holder of Record Agreement between the Gautier Police Department and Mississippi Gulf Coast Community College, Jackson County Campus Police**

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 November 1, 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 Colledge seconded the motion. The vote was carried unanimously.
Absent was Councilman George.

Announcements

1. Gautier Mullet and Music Festival will be Saturday, October 22nd from 9am until 6pm at the former Singing River Mall Property.
2. Tasty Thursday will be October 27th beginning at 11am at the former Singing River Mall Property.
3. Shepard Park 5K Fun Run, hosted by Gautier Community Pride, will be Saturday, October 29th beginning at 9am at the Shepard State Park Pavilion.

Presentation

1. Redistricting Update by Tommie Cardin, Butler Snow, LLP
-

32nd ANNUAL GAUTIER
Mullet & Music Fest

SATURDAY

OCTOBER 22

9 AM TO 6 PM

OLD SINGING RIVER MALL
2800 US-90, GAUTIER

FUN FOR EVERYONE!

Come celebrate our 32nd Gautier Mullet & Music Fest. It is
a FREE event, open to the public featuring our own
MULLET TOSS!

Live Music!

FRIED MULLET AND FOOD TRUCKS!

Kids Only Zone!

ARTS & CRAFTS VENDORS!

2021 ART WINNER



WILLIE DEES

Cash prizes!

ART CONTEST

PET PARADE

CAR & MOTORCYCLE SHOW

COSPLAY CONTEST



WWW.GAUTIERMULLETFESTIVAL.COM



GAUTIER PRESENTS

TASTY

THURSDAY!

27

OCT

11 AM



GOOD EATS FROM AWESOME

FOOD TRUCKS

**BRYAN'S STEAMER- MANN KETTLE CORN - 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, & THE
PEANUT MAN, GREEK GALS YUMMIES, MR. TAMALES,
HAVENS DOWN HOME CREAMERY**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Join Gautier Community Pride For



FREE EVENT

SHEPARD PARK



5K



FUN RUN

Registration not required. Start at the Shepard State Park Pavilion

OCTOBER 29TH

9 AM



GAUTIER
MISSISSIPPI

SHEPARD STATE PARK
1034 GRAVELINE RD GAUTIER, MS

Tommie Cardin provided an update regarding the redistricting process. Following the presentation, Councilman Colledge made the motion to schedule a public hearing on a proposed redistricting plan for the City of Gautier City Council to be held on November 15th at 6pm in the Council Chambers and to publish the attached Notice of Public Hearing in The Sun Herald once each week for 3 consecutive weeks, beginning the week of October 24, 2022 and to post the Notice on the City website and in the usual places in City Hall for all public notices. Councilman Gollott seconded the motion. The vote was carried unanimously. Absent was Councilman George.

EXISTING PLAN - 2020 CENSUS

Entity: CITY of GAUTIER, MS

Plan: Existing Plan 2020 Census

2020 Census Data

Total: 19,008 Ideal: 3,802

Variance	District	Total	White	Black	Other
18.37 698	One	4,500	2,923	900	677
	% of Total		64.96	20.00	15.04
	Voting Age	3,411	2,314	619	478
	% Voting		67.84	18.15	14.01
-8.43 321	Two	3,481	1,096	1,903	482
	% of Total		31.49	54.67	13.85
	Voting Age	2,512	854	1,335	323
	% Voting		34.00	53.14	12.86
-8.56 326	Three	3,476	2,016	899	561
	% of Total		58.00	25.86	16.14
	Voting Age	2,741	1,699	664	378
	% Voting		61.98	24.22	13.79
-0.23 9	Four	3,793	1,915	1,384	494
	% of Total		50.49	36.49	13.02
	Voting Age	2,895	1,624	969	302
	% Voting		56.10	33.47	10.43
-1.15 44	Five	3,758	2,461	821	476
	% of Total		65.49	21.85	12.67
	Voting Age	2,820	1,961	559	300
	% Voting		69.54	19.82	10.64
	Total Population	19,008	10,411	5,907	2,690
Total Variance			54.77	31.08	14.15
26.94	Total Voting Age	14,379	8,452	4,146	1,781
			58.78	28.83	12.39

GAUTIER - PROPOSED PLAN AUG25_22

Entity: CITY of GAUTIER, MS

Plan: PROPOSED PLAN AUG25_22

2020 Census Data

Total: 19,008 Ideal: 3,802

Variance	District	Total	White	Black	Other
-3.12 119	One	3,683	2,257	874	552
	% of Total		61.28	23.73	14.99
	Voting Age	2,754	1,762	597	395
	% Voting		63.98	21.68	14.34
-3.20 122	Two	3,680	1,186	1,993	501
	% of Total		32.23	54.16	13.61
	Voting Age	2,676	936	1,400	340
	% Voting		34.98	52.32	12.71
0.77 29	Three	3,831	2,561	669	601
	% of Total		66.85	17.46	15.69
	Voting Age	3,068	2,159	501	408
	% Voting		70.37	16.33	13.30
3.06 116	Four	3,918	1,892	1,500	526
	% of Total		48.29	38.28	13.43
	Voting Age	2,962	1,597	1,052	313
	% Voting		53.92	35.52	10.57
2.48 94	Five	3,896	2,515	871	510
	% of Total		64.55	22.36	13.09
	Voting Age	2,919	1,998	596	325
	% Voting		68.45	20.42	11.13
	Total Population	19,008	10,411	5,907	2,690
Total Variance			54.77	31.08	14.15
6.26	Total Voting Age	14,379	8,452	4,146	1,781
			58.78	28.83	12.39

REDISTRICTING GUIDELINES

City of Gautier City Council

October 18, 2022

1. Districts should be drawn to be relatively equal in size and there should be less than a ten percent (10%) overall maximum deviation.
2. The redistricting plan shall comply with Section 2 of the Voting Rights Act of 1965, as amended and all other applicable state and federal laws.
3. Each district shall be contiguous.
4. Each district shall be as compact as possible while adhering to all other guidelines.
5. Each district shall follow natural geographical boundaries where possible.
6. Incumbent Council members shall be separated into individual districts to the extent possible.

66043198.v1

MOTION TO SCHEDULE REDISTRICTING PUBLIC HEARING

Motion to schedule a public hearing on a proposed redistricting plan for the City of Gautier City Council to be held on November 15 @ 6pm in the Council Chambers and to publish the attached Notice of Public Hearing in The Sun Herald once each week for 3 consecutive weeks, beginning the week of October 24, 2022 and to post the Notice on the City website and in the usual places in City Hall for all public notices.

**NOTICE OF PUBLIC HEARING FOR A PROPOSED REDISTRICTING
PLAN FOR THE CITY OF GAUTIER CITY COUNCIL**

Notice is hereby given that the City of Gautier City Council will hold a public hearing on November 15, 2022, at 6:00 pm at the City Hall Council Chambers, Gautier City Hall, 3330 US-90, Gautier, Mississippi 39553 for the purpose of receiving public comments on a proposed redistricting plan to redraw the ward lines for City Council wards based on the 2020 Census results. This public hearing will be held for the specific purposes of informing the public of a proposed redistricting plan and to afford the public an opportunity to inspect the proposed plan, the redistricting map and the supporting documentation and to allow the public an opportunity to offer any comments about the proposed plan.

The proposed plan may be viewed at the office of City Manager Paula Yancey, 3330 US-90, Gautier, Mississippi, 39553, from 9:00 a.m. to 5:00 p.m., Monday through Friday, beginning October 19, 2022. Written comments may be mailed to City Manager Paula Yancey, 3330 US-90, Gautier, Mississippi, 39553 or by email to pyancey@gautier-ms.gov. Written comments received by the City Council prior to the public hearing date shall become a part of the public hearing record.

66043094.v1

Councilman Colledge made the motion to approve Change Order No. 3 (summary) and the final pay application, as presented, in an amount not to exceed \$91,827.50, for the City Hall Water Well project. 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 218-2022

WHEREAS, the City Water Well Project is being installed behind City Hall and will be used to provide water capacity for the new water treatment plant being designed by Waggoner Engineering; and

WHEREAS, the Grants and Projects Department requests for the City Council to approve Change Order No. 3 (Summary) and final pay application in the amount of \$91,827.50; and

WHEREAS, Change Order No. 3 (summary) serves to increase the contract amount by \$100 and increases the contract time by ten (10) days; and

WHEREAS, the increase is due to material quantity adjustments for retrofitting the well to the existing distribution system; and

WHEREAS, the ten (10) day time increase is due to delays in receiving materials; and

WHEREAS, if approved, the new contract amount would be \$799,150; and

WHEREAS, Waggoner Engineering has reviewed the final 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 increase in costs is reasonable;

WHEREAS, Waggoner Engineering has also 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 the final pay application, 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. 3 (Summary) is approved.

IT IS FURTHER ORDERED that the final pay application in the amount of \$91,827.50 for the City Hall Water Well 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 **Councilman Colledge**, seconded by **Councilman Gollott**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 10/12/2022
Subject: City Hall Water Well – Change Order No. 3 (Summary) and Final Pay Application

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 3 (Summary) for the City Hall Water Well project and approve the final pay application in the amount of \$91,827.50.

BACKGROUND:

This water well was installed behind City Hall and will be used to provide water capacity for the new water treatment plant being designed by Waggoner Engineering. The well pumps into the City's distribution system directly.

The original contract included a 580-foot test hole and well, but adequate water was not found at that depth. Thompson Brothers Drilling was instructed to go deeper and explore the lower aquifer, where adequate water was found.

Change Order No. 1, which was approved by City Council in March 2021, increased the contract amount by \$59,750, bringing the contract to \$844,050. This change order covered the added cost of a deeper test hole (580 feet to 810 feet), a deeper test well (580 feet to 715 feet), an additional log on the lower sand, and the added depth of the permanent water well (580 feet to 715 feet).

The original contract included a \$350 per foot charge if the permanent well was deeper than 580 feet. Thompson Drilling, however, agreed at that time to reduce that charge to \$150 per extra foot at a total cost of \$20,250, which saved the City \$27,000.

Change Order No. 2 decreased the contract value by \$45,000 due to changes in materials and added 213 calendar days to the contract time. Most of the changes in materials were due to a reduction of the well capacity to 600 gallons per minute. It was originally anticipated the capacity would be 1200 gallons per minute, but the strata do not support that capacity. The contract amount was reduced from \$844,050 to \$799,050.

DISCUSSION:

Change Order No. 3 (Summary) serves to increase the contract amount by \$100 and increase the contract time by (10) days. This increase is due to material quantity adjustments for retrofitting the well to the existing distribution system, and the time increase is due to delays in receiving material. If approved, the new contract amount would be \$799,150.

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

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 3 (Summary) for the City Hall Water Well project and approve the final pay application in the amount of \$91,827.50. The City Council may:

1. Approve Change Order No. 3 (Summary) and approve the final pay application, as presented; or
2. Not approve Change Order No. 3 (Summary) and approve the final pay application as presented.

ATTACHMENTS:

1. City Ltr Thompson Drilling PR#7_Final_submittal signed_rev

September 26, 2022

April Stennett
Grants & Project Director
City of Gautier
330 Highway 90
Gautier, MS 39553

RE: **CONTRACTOR PAYMENT REQUEST - Final**
City Hall Water Well
WEI #W018019.002

Dear Ms. Stennett:

Transmitted, for your review and approval, is Thompson Brothers Drilling's Pay Request No.7 and Final for the referenced project, and summary change order No. 3 which addressed a minor change necessary for retrofitting the well to the existing distribution system. The estimate for the work period May 5, 2022 to August 31, 2022 in the amount of \$91,827.50 has been verified and is ready for further processing.

Should you have any questions or need additional information, please contact me. As always, we appreciate the opportunity to be of service to the City of Gautier.

Sincerely,



Carol Jackson, P.E.
Stormwater Technical Manager

CJ/reg

Attachments

c: Casey Vaughan, Mayor, City of Gautier
Paula Yancey, City Manager
Lee Backstrom, Thompson Brothers Drilling, Inc.

Contractor's Application for Payment No.

#7 Final

Application Period: 5/5/2022 - 7/31/2022		Application Date: 8/4/2022
To (Owner): City of Gautier	From (Contractor): Thompson Brothers Drilling, Inc.	Via (Engineer): Waggoner Engineering, Inc.
Project: City Hall Water Well	Contract: Lee Backstrom	Mr. Brian Granger, PE
Owner's Contract No.: WEI # 0018019.002	Contractor's Project No.: 9200	Engineer's Project No.: WEI # 0018019.002

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 784,300.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ 14,850.00
1	\$59,750.00		3. Current Contract Price (Line 1 ± 2).....	\$ 799,150.00
2		\$45,000.00	4. TOTAL COMPLETED AND STORED TO DATE	
3	\$100.00		(Column F total on Progress Estimates).....	\$ 799,150.00
			5. RETAINAGE:	
			a. X \$799,150.00 Work Completed.....	\$
			b. X _____ Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 799,150.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 707,322.50
			8. AMOUNT DUE THIS APPLICATION.....	\$ 91,827.50
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$
TOTALS	\$59,850.00	\$45,000.00		
NET CHANGE BY CHANGE ORDERS	\$14,850.00			

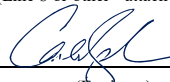
Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Lee Backstrom Date: 8/4/2022

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

is recommended by:  **Oct 3, 2022**
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

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

CONSTRUCTION CONTRACT MODIFICATION

Change Order No.: Three (3) & Final Summary Date: September 26, 2022 WEI No.: 18019.002
 Name of Project: City Hall Water Well
 Owner: City of Gautier, Mississippi
 Contractor: Thompson Brothers Drilling, INC
 Agreement Date: October 6, 2020 Original Contract Time: Two Hundred Ten (210) Calendar Days
 CO#1 Contract Time: Thirty (30) Calendar Days
 Contract Start Date: November 2, 2020 CO#2 Contract Time: Two Hundred Thirteen (213) Calendar Days
 Original Completion Date: June 1, 2021
 CO#1 Revised Completion Date: July 1, 2021
 CO#2 Revised Completion Date: January 29, 2022
 Contract Time **(Increased)** (Decreased) By: Ten (10) Calendar Days
 Revised Contract Completion Date: February 8, 2022

BREAKDOWN OF PROPOSED CHANGE

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED CONTRACT QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
CO3-19	Bollards	EA	\$250.00	9	7	-2	-\$500.00
CO2-3	10" x 8" Tapping Sleeve and Valve	EA	\$2,975.00	1	0	-1	-\$2,975.00
CO3 - 3	16" x 10" Tapping Sleeve and Valve	EA	\$3,575.00	0	1	1	\$3,575.00
Change Order Total							\$100.00

STATEMENT OF JUSTIFICATION:

- To show the additions and deletions to contract quantities.
- Grant Time Extension due to change of tapping sleeve parts and resulting supply time
- Anticipated 10" existing water main but discovered it to be a 16" water main once excavated.

Total Change - (Increase) (Decrease)	\$	100.00
Original Contract Amount	\$	784,300.00
Contract Amount Revised by Previous Change Order	\$	799,050.00
Proposed Revised Contract Amount	\$	799,150.00

Original Contract Time	210
CO #1 Contract Time	30
CO #2 Contract Time	213
CO#3 Contract Time	10
Revised Contract Time	463

Requested By: City of Gautier, Mississippi

By: Paula Yancey Title: City Manager Date: _____

Recommended By: Waggoner Engineering, Inc.

By: Carol Jackson Title: Project Manager Date: October 3, 2022

Accepted By: Thompson Brothers Drilling, Inc

By: Lee Backstrom Title: Project Manager Date: 09/29/2022

Councilman Gollott made the motion to acknowledge the receipts of three bids, as presented, and award the contract to JLB Contractors, LLC, for the Gautier Vancleave Road Wastewater System upgrades, in an amount not to exceed \$2,683,000 for the base bid. 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 219-2022

WHEREAS, the City of Gautier has requested bids for the Gautier Vancleave Road Wastewater System Upgrades (GOMESA); and

WHEREAS, the City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Road Wastewater System Upgrades; and

WHEREAS, on September 7, 2022, three (3) bids were open and received; and

WHEREAS, Seymour Engineering performed a complete review of the bid and recommends awarding the contract to JLB Contractors, LLC, to install 10,000 linear feet of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station near Robertsedale Road; in addition, the project will install 1,000 linear feet of new gravity sewer on Gautier Vancleave Road, south of Highway 90, and all other necessary work in accordance with project plans and specifications in an amount not to exceed \$2,683,000; and

WHEREAS, due to the base bid for this project being overbudget, the City requested additional funding and was awarded additional funding from GOMESA in the amount of \$452,800; and

WHEREAS, consideration of a grant amendment will be forthcoming; 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 JLB Contractors, LLC, for the Gautier Vancleave Road Wastewater System Upgrades, in an amount not to exceed \$2,683,000; and

WHEREAS, the Mayor and Council Members hereby find that JLB Contractors, 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 JLB Contractors, LLC, for the Gautier Vancleave Road Wastewater System Upgrades 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 Gollott**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 10/12/2022
Subject: Authorization to Acknowledge Bids and Award Contract for Gautier Vancleave Road Wastewater System Upgrades (GOMESA)

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of three bids for the Gautier Vancleave Road Wastewater System Upgrades (GOMESA) and award a contract to the low bidder, JLB Contractors, LLC., in an amount not to exceed \$2,683,000 for the base bid only.

BACKGROUND:

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

The City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems.

The project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station located near Robertsedale Road. Additionally, the project will install 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90.

These new sewer lines will alleviate the pressure on an aging 30-inch concrete pipe that is corroded and in poor condition. This project will also eliminate lift station capacity issues and prevent raw sanitary sewer from backing into homes, front yards, and the road. The new sewer lines will also have the capacity for future development in the city.

The base bid for this project was over budget, prompting the City to request additional funding for the project to move forward. The City was awarded additional funding from GOMESA in the amount of \$452,800. A grant amendment will be forthcoming.

DISCUSSION:

Three bids for this project were received and opened on September 7, 2022. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to JLB Contractors, LLC., in an amount not to exceed \$2,683,000.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of three bids for the Gautier Vancleave Road Wastewater System Upgrades (GOMESA) and award a contract to JLB Contractor, LLC., in an amount not to exceed \$2,683,000.

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. Contract Award Recommendation Letter
2. Certified Bid Tab - Gautier-Vancleave Sewer



October 11, 2022

Ms. Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Acknowledge Receipt of Bids and Recommendation of Award
Gautier-Vancleave Road Wastewater System Upgrades, Gautier, Mississippi

Dear Ms. Yancey,

Please be advised that on Wednesday, September 7, 2020, at 10:00 AM, bids were received for the above referenced project. As you will see from the attached bid tabulation, JLB Contractors, LLC is the low bidder. This contractor has a positive reputation and adequate experience and expertise to perform the duties required by the contract documents. Based on this, Seymour Engineering recommends awarding the Contract to JLB Contractors, LLC for the Base Bid in the amount of \$2,683,000.00, contingent on funding approval.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

SEYMOUR ENGINEERING

Amelia Dye, P.E., PMP
Project Engineer

CC: Ms. April Stennett, Grants and Project Administrator

Attachment: Certified Bid Tabulation

Gautier-Vancleave Road Wastewater System Upgrades
Gautier, MS Project No. 20-066.01
CERTIFIED BID TABULATION

Bids Due: Wednesday September 7, 2022 at 10:00 am

Bid Opening: Wednesday September 7, 2022 at 11:00 am

Location: City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533

Contractor:

Address:

City/State:

JLB Contractors
21294 Johnson Rd.
Long Beach, MS 39560

DNA Underground
16101 South Swan Rd.
Gulfport, MS 39503

Jay Bearden Construction, INC
662 Old Hwy 49 South
Richland, MS 39218

CERTIFICATE OF RESPONSIBILITY

Acknowledged ADDENDUM 1

Acknowledged ADDENDUM 2

Acknowledged ADDENDUM 3

Acknowledged CLARIFICATION 1

Acknowledged CLARIFICATION 2

Acknowledged CLARIFICATION 3

BID BOND

09155-MC

yes

yes

yes

no

no

no

5%

20907-MC

yes

yes

yes

yes

yes

yes

5%

21884-MC

yes

yes

yes

yes

yes

yes

5%

ITEM

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 250,000.00	\$ 250,000.00	\$ 170,000.00	\$ 170,000.00
2	16" HDPE Directional Bore	5585	LF	\$ 160.00	\$ 893,600.00	\$ 235.00	\$ 1,312,475.00	\$ 242.00	\$ 1,351,570.00
3	16" HDPE Direct Bury	8685	LF	\$ 80.00	\$ 694,800.00	\$ 86.00	\$ 746,910.00	\$ 152.00	\$ 1,320,120.00
4	45 deg D.I. Bends including Flange Kits and Gaskets	12	EA	\$ 5,000.00	\$ 60,000.00	\$ 3,800.00	\$ 45,600.00	\$ 6,500.00	\$ 78,000.00
5	22-1/2 deg D.I. Bends including Flange Kits and Gaskets	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 3,800.00	\$ 15,200.00	\$ 4,500.00	\$ 18,000.00
6	11-1/4 deg D.I. Bends including Flange Kits and Gaskets	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,500.00	\$ 4,500.00
7	Jack and Bore Steel Casing including Carrier Pipe	220	LF	\$ 1,100.00	\$ 242,000.00	\$ 1,250.00	\$ 275,000.00	\$ 425.00	\$ 93,500.00
8	2" Air Release Valve	7	EA	\$ 4,600.00	\$ 32,200.00	\$ 7,400.00	\$ 51,800.00	\$ 14,000.00	\$ 98,000.00
9	2" Air Release Valve Pit	7	EA	\$ 4,000.00	\$ 28,000.00	\$ 8,500.00	\$ 59,500.00	\$ 7,500.00	\$ 52,500.00
10	6" Cleanout including Concrete Pad, MJ Blind Flange, 45° Bend, and Wye (all D.I.)	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 5,300.00	\$ 26,500.00	\$ 22,000.00	\$ 110,000.00
11	Not used	0	NA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Charcoal Air Filter for Air Release Valve	7	EA	\$ 5,000.00	\$ 35,000.00	\$ 6,500.00	\$ 45,500.00	\$ 6,500.00	\$ 45,500.00
13	Tie into Existing Force Main including Required Fittings	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 10,325.00	\$ 10,325.00	\$ 10,500.00	\$ 10,500.00
14	Plug Abandoned Force Main	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00
15	Tie into Existing Manhole	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
16	Dewatering	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 40,000.00	\$ 40,000.00	\$ 75,000.00	\$ 75,000.00
17	Upgrade Existing Lift Station Pumps	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 23,000.00	\$ 23,000.00	\$ 172,000.00	\$ 172,000.00



18	Clear and Grub	4.5	AC	\$	6,000.00	\$	27,000.00	\$	13,000.00	\$	58,500.00	\$	3,500.00	\$	15,750.00
19	Hydro-Seed	20	AC	\$	3,200.00	\$	64,000.00	\$	4,000.00	\$	80,000.00	\$	800.00	\$	16,000.00
20	Select Backfill	1000	CY	\$	20.00	\$	20,000.00	\$	36.00	\$	36,000.00	\$	22.00	\$	22,000.00
21	Limestone	1000	CY	\$	100.00	\$	100,000.00	\$	145.00	\$	145,000.00	\$	90.00	\$	90,000.00
22	Concrete - Flat	200	SY	\$	85.00	\$	17,000.00	\$	70.00	\$	14,000.00	\$	127.00	\$	25,400.00
23	Concrete Curb	100	LF	\$	32.00	\$	3,200.00	\$	66.00	\$	6,600.00	\$	425.00	\$	42,500.00
24	Sawcut - Concrete or Asphalt, All Depths	150	LF	\$	6.00	\$	900.00	\$	8.00	\$	1,200.00	\$	15.00	\$	2,250.00
25	Asphalt	50	TON	\$	300.00	\$	15,000.00	\$	315.00	\$	15,750.00	\$	325.00	\$	16,250.00
26	Traffic Control	1	LS	\$	125,000.00	\$	125,000.00	\$	40,000.00	\$	40,000.00	\$	85,000.00	\$	85,000.00
27	Erosion Control - Waddles	20	EA	\$	40.00	\$	800.00	\$	40.00	\$	800.00	\$	100.00	\$	2,000.00
28	Erosion Control - Silt Fence	8000	LF	\$	3.50	\$	28,000.00	\$	6.00	\$	48,000.00	\$	4.00	\$	32,000.00
TOTAL BASE BID						\$	2,683,000.00			\$	3,359,960.00			\$	3,963,840.00
							DOLLARS & CENTS				DOLLARS & CENTS				DOLLARS & CENTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Topsoil	100	CY	\$ 35.00	\$ 3,500.00	\$ 65.00	\$ 6,500.00	\$ 40.00	\$ 4,000.00
2	Concrete - Flat	1600	SY	\$ 75.00	\$ 120,000.00	\$ 80.00	\$ 128,000.00	\$ 132.00	\$ 211,200.00
3	Clear and Grub	0.3	AC	\$ 6,000.00	\$ 1,800.00	\$ 13,000.00	\$ 3,900.00	\$ 3,500.00	\$ 1,050.00
4	Sod	650	SY	\$ 7.00	\$ 4,550.00	\$ 13.00	\$ 8,450.00	\$ 13.00	\$ 8,450.00
5	Handrail / Fence	20	LF	\$ 150.00	\$ 3,000.00	\$ 350.00	\$ 7,000.00	\$ 80.00	\$ 1,600.00
6	Erosion Control - Waddles	3	EA	\$ 40.00	\$ 120.00	\$ 40.00	\$ 120.00	\$ 100.00	\$ 300.00
7	Erosion Control - Silt Fence	700	LF	\$ 3.50	\$ 2,450.00	\$ 6.00	\$ 4,200.00	\$ 4.00	\$ 2,800.00
TOTAL ADDITIVE ALTERNATE NO 1					\$ 135,420.00		\$ 158,170.00		\$ 229,400.00
					DOLLARS & CENTS		DOLLARS & CENTS		DOLLARS & CENTS

TOTAL BASE BID + ADDITIVE ALTERNATE NO 1					\$ 2,818,420.00		\$ 3,518,130.00		\$ 4,193,240.00
					DOLLARS & CENTS		DOLLARS & CENTS		DOLLARS & CENTS
									* blank on bid

Amelia Dye

Amelia Dye, P.E., PMP

Councilman Colledge made the motion to approve the resolution, nunc pro tunc, correcting 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 Jackson seconded the motion. The vote was carried unanimously.

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

**RESOLUTION NUMBER 182-2022
NUNC PRO TUNC**

WHEREAS, on July 5, 2022, the Mayor and Council for the City of Gautier approved a Resolution directing the placement of liens on properties located in Gautier, Mississippi, described in “Exhibit A”, 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; and

WHEREAS, through clerical error, Exhibit A was incorrectly transcribed with the parcel number as 87116018.010 for 1701 Sunrise Drive, Gautier, MS (Greg Hays); and

WHEREAS, on October 6, 2020, the abatement and placement of a lien was directed to parcel number 87116018.000 at 1701 Sunrise Drive, Gautier, MS; and

WHEREAS, before the abatement process began, the property owner, Greg Hays, sold part of the lot and split into two new parcel numbers; and

WHEREAS, the correct parcel number is 87116018.000, which is still owned by Greg Hays; and

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 “Exhibit A,” which was presented on July 5, 2022, for the placement of liens on properties in the City of Gautier, Mississippi, shall be corrected to read “Parcel #87116018.000, 1701 Sunrise Drive, Gautier, MS, (Greg Hays)”; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the correct, “Exhibit A” 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 Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

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

June 20, 2022

Re: Resolution For Lien Assessments

Dear Council Members:

I am requesting the Council approve the abatement costs of six (6) addresses you will find enclosed and titled *Exhibit A*. The costs are associated with previous orders this Council issued for cleaning, cutting, or demolishing dilapidated and dangerous properties. 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



Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott

CITY OF GAUTIER

Nature's Playground

Ward 4: Rusty Anderson
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

October 5, 2022

Re: requesting resolution to correct lien error

Dear Council,

The Council Order Number 164-2022 made on July 5, 2022, that placed a lien on Parcel Number 87116018.010, at 1701 Sunrise, which is owned by Michael Smith, was requested in error due to part of the lot being sold by Greg Hayes and split into a new parcel number. The correct parcel number is 87116018.000, which is still owned by Greg Hayes.

I am requesting the council to issue a new resolution that withdraws the lien on the incorrect Parcel **87116018.010** for \$10,950 and to issue the lien on the correct Parcel **87116018.000**.

Sincerely,

Patrick Fagan

Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

Exhibit A

Gautier Lien Assessments

Parcel & Address	Owner & Mailing Address	Total Assessment
#86301012.000 2521 Dolphin Dr.	Gregory Shorey Address unknown	Cost: \$1,500 50% Penalty: \$0 Total Assessment: \$1,500
#85106016.000 2506 Ridgeway	Michael Stringfield, jr 3906 McCall St Moss Point, MS 39562	Cost: \$4,280 50% Penalty: \$2,140 Total Assessment: \$6,420
#85181137.000 2406 Avenida Del Pinar	Krystal Davison 2624 State St. Gautier, MS 39553	Cost: \$4,860 50% Penalty: \$2,430 Total Assessment: \$7,290
#87116018.010 #87116018.000 1701 Sunrise	Greg Hayes 18500 Busby Rd Vanceleave, MS 39565	Cost: \$7,300 50% Penalty: \$3,650 Total Assessment: \$10,950
#85432608.000 1305 Hastings	Wesley Heil 1525 Oak Leaf Cr Gautier, MS 39553	Cost: \$3,850 50% Penalty: \$1,925 Total Assessment: \$5,775
#85414005.000 1717 Dolphin	Jean Phillips (est) PO Box 1442 Gautier, MS 39553	Cost: \$5,460 50% Penalty: \$2,730 Total Assessment: \$8,190

Councilman Anderson made the motion to approve a twenty-one-foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District, as presented, located at 6300 Martin Bluff Road, Gautier, MS (GPC #22-38-VAR) (PID #81804085.050). 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 220-2022

WHEREAS, the Planning Department received a request from the Thai Temple, located at 6300 Martin Bluff Road, (PID #81804085.050) for a twenty-one-foot (21') variance to front yard setback requirements for an accessory building; and

WHEREAS, the property owner requests a twenty-one-foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District; and

WHEREAS, the applicant would like to construct a bell tower four feet (4') from their front property line and line the bell tower up with the existing sign on their property and the one on the adjoining property, which are both four feet (4') from the property line; and

WHEREAS, with the minimum front setback being twenty-five-feet (25'), if all parking is on the side of the building in a C-2 Community Commercial Zoning District, the applicant needs a twenty-one-foot (21') variance to be able to place the bell tower four feet (4') from the property line; 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 Anderson**, seconded by **Councilman Colledge**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 10/11/2022
Subject: Consider a request for a twenty-one foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District. 6300 Martin Bluff Road, (GPC #22-38-VAR)

REQUEST:

The Planning Department has received a request from the Thai Temple for a twenty-one foot (21') variance to front setback requirements for an accessory building in a C-2 Community Commercial Zoning District. 6300 Martin Bluff Road, PID #81804085.050 (GPC #22-38-VAR). The application fee of \$175 was paid on August 8, 2022. All public notice requirements have been met.

BACKGROUND:

The applicant would like to construct a bell tower four feet (4') from their front property line. They want to line the bell tower up with the existing sign on their property and the one on the adjoining property which are both four feet (4') from the front property line. The UDO states that in a C-2 Zoning District the minimum front setback is twenty-five feet (25') if all parking is on the side and rear of the building. The applicant needs a twenty-one foot variance to be able to place the bell tower four feet (4') from the front property line.

DISCUSSION:

DISCUSSION:

The applicant is requesting a twenty-one foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District. The minimum front setback in a C-2 zoning district is 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):

30% of required off-street parking spaces and/or

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 variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 10.6.22 (#22-38-VAR)
2. Complete Packet 22-38-VAR

Excerpt from October 6, 2022, Planning Commission Meeting:

The Planning Department has received a request for a twenty-one foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District at 6300 Martin Bluff Road (GPC #22-38-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated that a bell tower would be considered an accessory structure by definition not a sign. They already have a sign, so this is a separate accessory structure.

REQUEST:

The Planning Department has received a request from the Thai Temple for a twenty-one foot (21') variance to front setback requirements for an accessory building in a C-2 Community Commercial Zoning District. 6300 Martin Bluff Road, PID #81804085.050 (GPC #22-38-VAR). The application fee of \$175 was paid on August 8, 2022. All public notice requirements have been met.

BACKGROUND:

The applicant would like to construct a bell tower four feet (4') from their front property line. They want to line the bell tower up with the existing sign on their property and the one on the adjoining property which are both four feet (4') from the front property line. The UDO states that in a C-2 Zoning District the minimum front setback is twenty-five feet (25') if all parking is on the side and rear of the building. The applicant needs a twenty-one foot variance to be able to place the bell tower four feet (4') from the front property line.

DISCUSSION:

The applicant is requesting a twenty-one foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District. The minimum front setback in a C-2 zoning district is 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

Commissioner Ward asked if the fence on the property would be considered an accessory structure.

Mr. Ankerson stated that it was just a different style fence and had to meet its own criteria for a fence such as height, etc.

Monk Pisit said that he wanted to make everything look beautiful at night for the city. He said the bell tower would be 8’ x 8’ and would be the same height as the sign, about 20’.

Mr. Ankerson advised that an accessory structure could be 25’ in height.

Chairman Jamison asked if the tower would light up at night and would it ring every hour.

Thanomkwan Beisser, a follower of the Buddhist temple, said it would not light up at night and the bell would only ring for special events two or three times a year.

Commissioner Ward said he did not think the bell tower would change the characteristics of the neighborhood.

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

ACTION TAKEN:

Commissioner Gainer made a motion to recommend that City Council approve the request with the evidence presented meeting the criteria for a variance.

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

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

ABSENT: **Chris Hoover**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

October 6, 2022

GPC #22-38-VAR

6300 Martin Bluff Road

VII. NEW BUSINESS

1. Consider a request for a twenty-one foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District. 6300 Martin Bluff Road, (GPC #22-38-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: September 27, 2022

Subject: Consider a request for a twenty-one foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District. 6300 Martin Bluff Road, (GPC #22-38-VAR)

REQUEST:

The Planning Department has received a request from the Thai Temple for a twenty-one foot (21') variance to front setback requirements for an accessory building in a C-2 Community Commercial Zoning District. 6300 Martin Bluff Road, PID #81804085.050 (GPC #22-38-VAR). The application fee of \$175 was paid on August 8, 2022. All public notice requirements have been met.

BACKGROUND:

The applicant would like to construct a bell tower four feet (4') from their front property line. They want to line the bell tower up with the existing sign on their property and the one on the adjoining property which are both four feet (4') from the front property line. The UDO states that in a C-2 Zoning District the minimum front setback is twenty-five feet (25') if all parking is on the side and rear of the building. The applicant needs a twenty-one foot variance to be able to place the bell tower four feet (4') from the front property line.

DISCUSSION:

The applicant is requesting a twenty-one foot (21') variance to front yard setback requirements for an accessory building in a C-2 Community Commercial Zoning District. The minimum front setback in a C-2 zoning district is 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

22-38-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

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

Name of Applicant: THAI TEMPLE
Name of Business: 6300 MARTIN BLUFF RD Phone: 228 623 8672
Property Address: 6300 MARTIN BLUFF Mailing Address (if Different): MILO MARTIN
E-Mail Address: _____
Reason for request, location and intended use of Property: 21' front Variance for Bell Tower

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: [Signature] Date of Application: 8/26/2022

FOR OFFICE USE ONLY

Date Received 8-8-22 Verify as Complete [Signature]

Fee Amount Received 175.00 Initials of Employee Receiving Application Bf

C2

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.

FOR THE SIGN – EXISTING SIGN IS 4' OFF
PROPERTY LINE – SIGN NEXT DOOR IS 4' OFF
PROPERTY LINE WE WOULD LIKE TO LINE UP
THE SIGNS SO THEY LOOK RIGHT – SO WE
ARE ASKING FOR A 21' VARIANCE

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

YES THIS WOULD MATCH SIGNS ON
THIS AND ADJOINING PROPERTIES

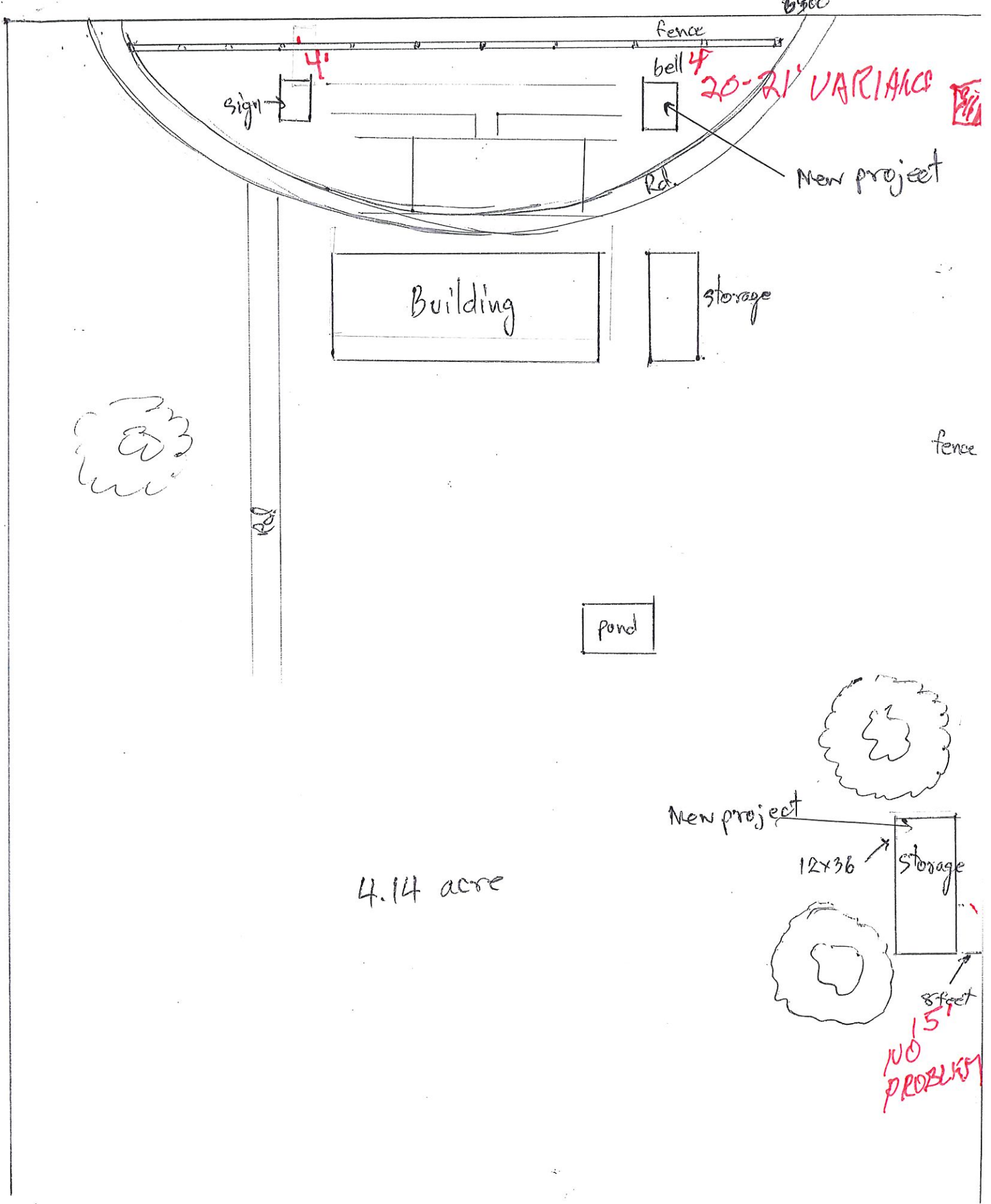
- C. Do the special conditions and circumstances result from actions of the applicant (you)?

YES I'M TRYING TO LINE UP THE
SIGNS

- 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

← Martin bluff Rd. →



4.14 acre

20-21' VARIANCE

New project

Building

storage

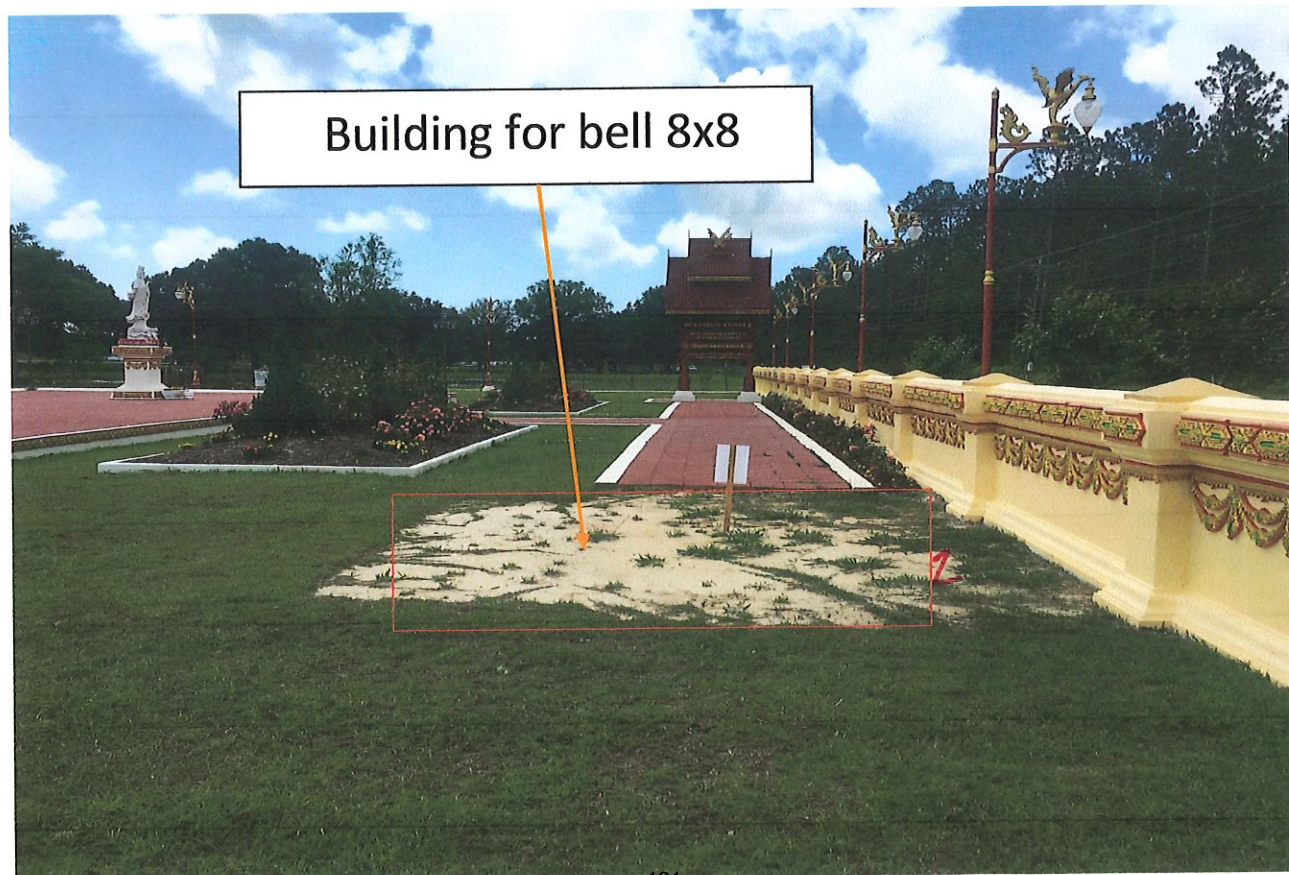
pond

New project

12x36

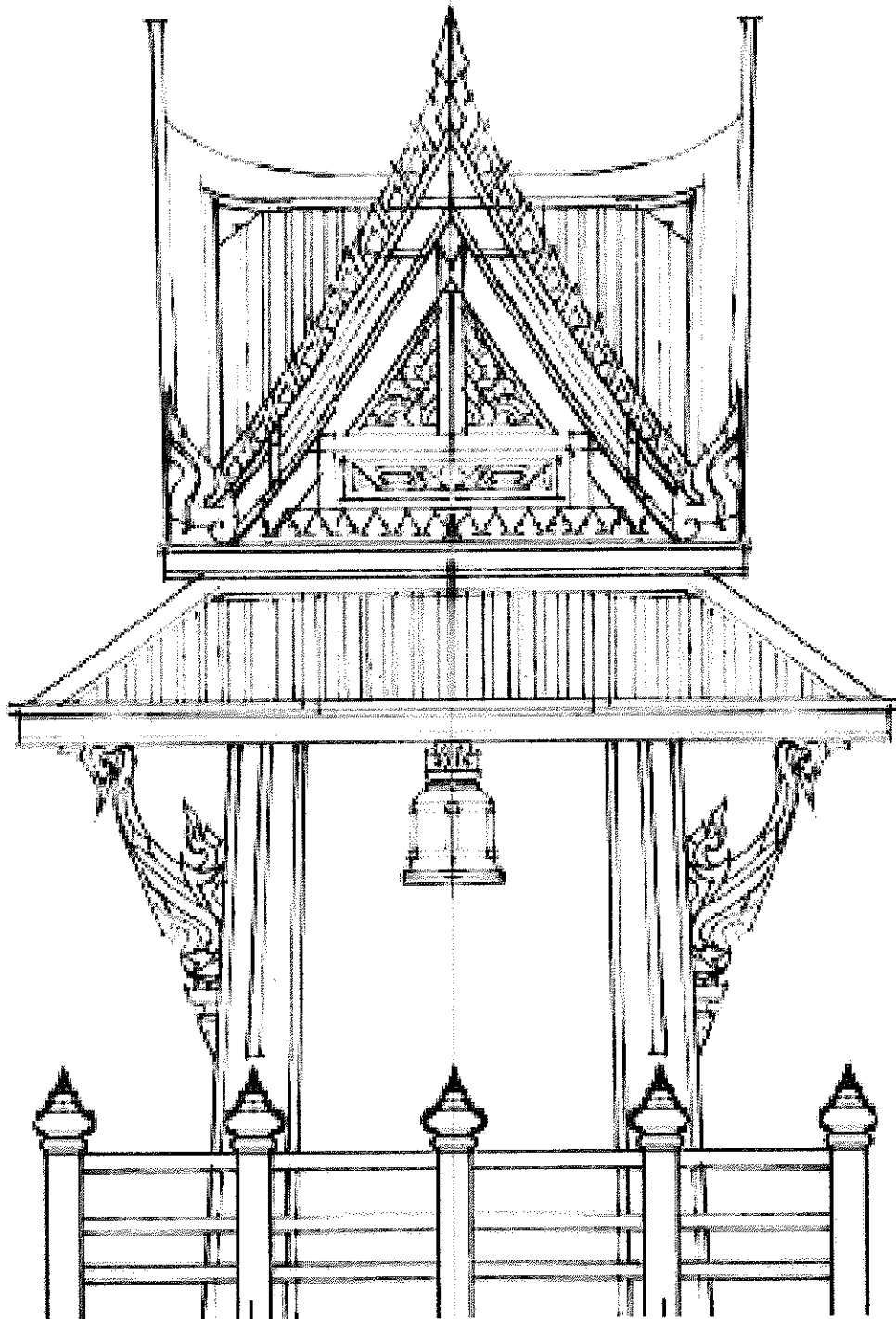
Storage

8 feet 15' NO PROBLEM

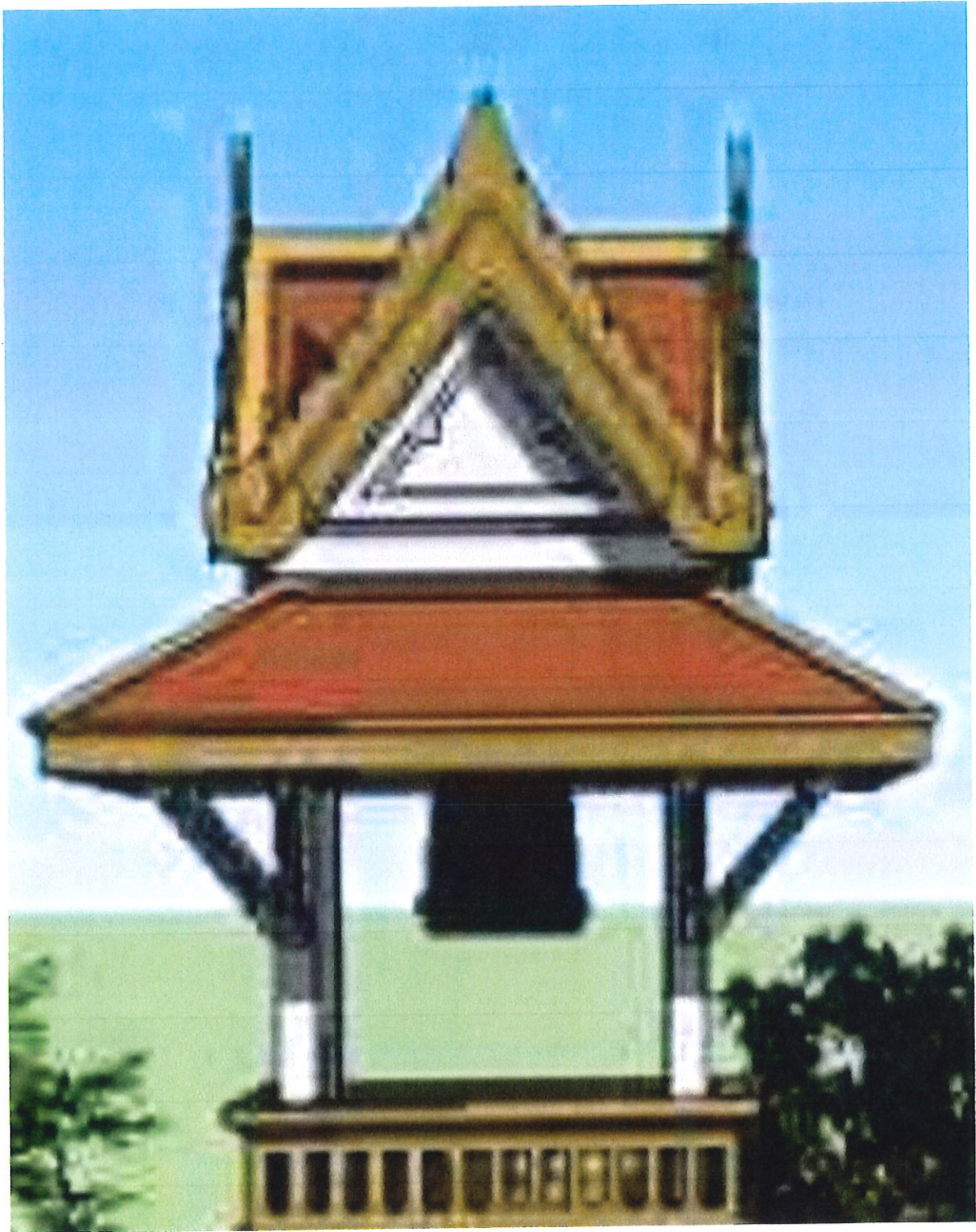


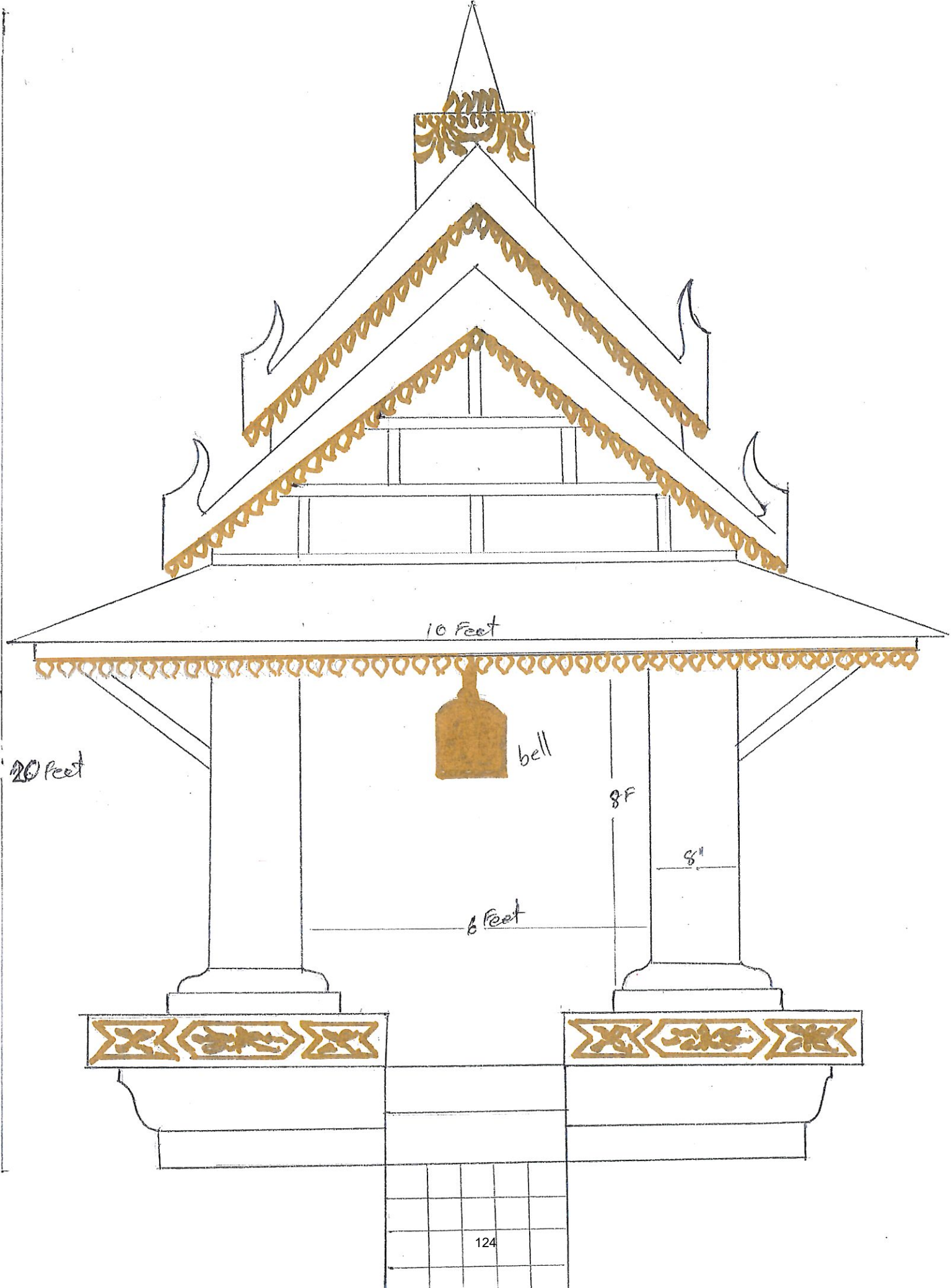
25 ft front setback for C-2

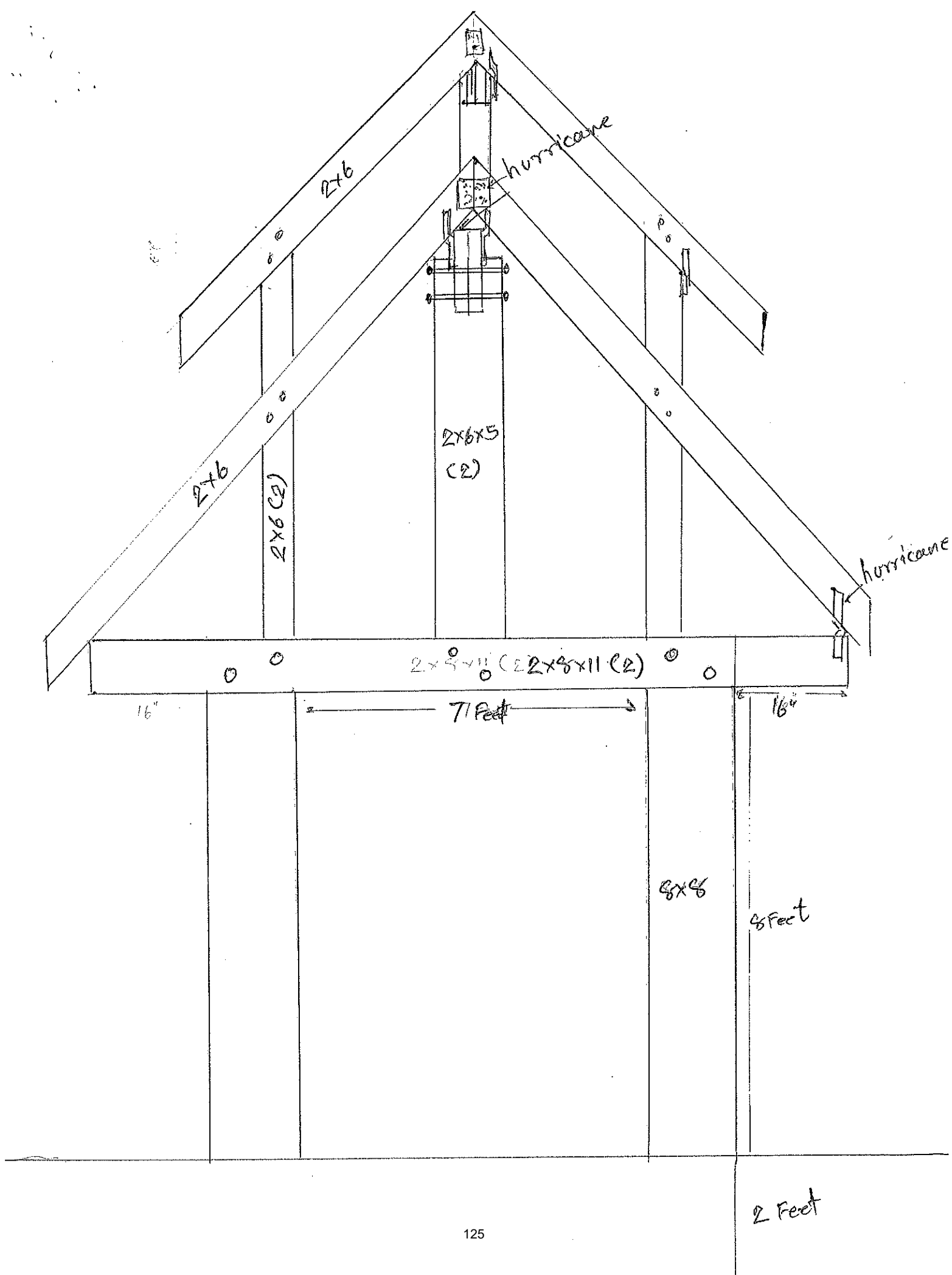
look like



look like







2x8x11 (2)

6x6x10
6x8
1 1/2" (4x8)

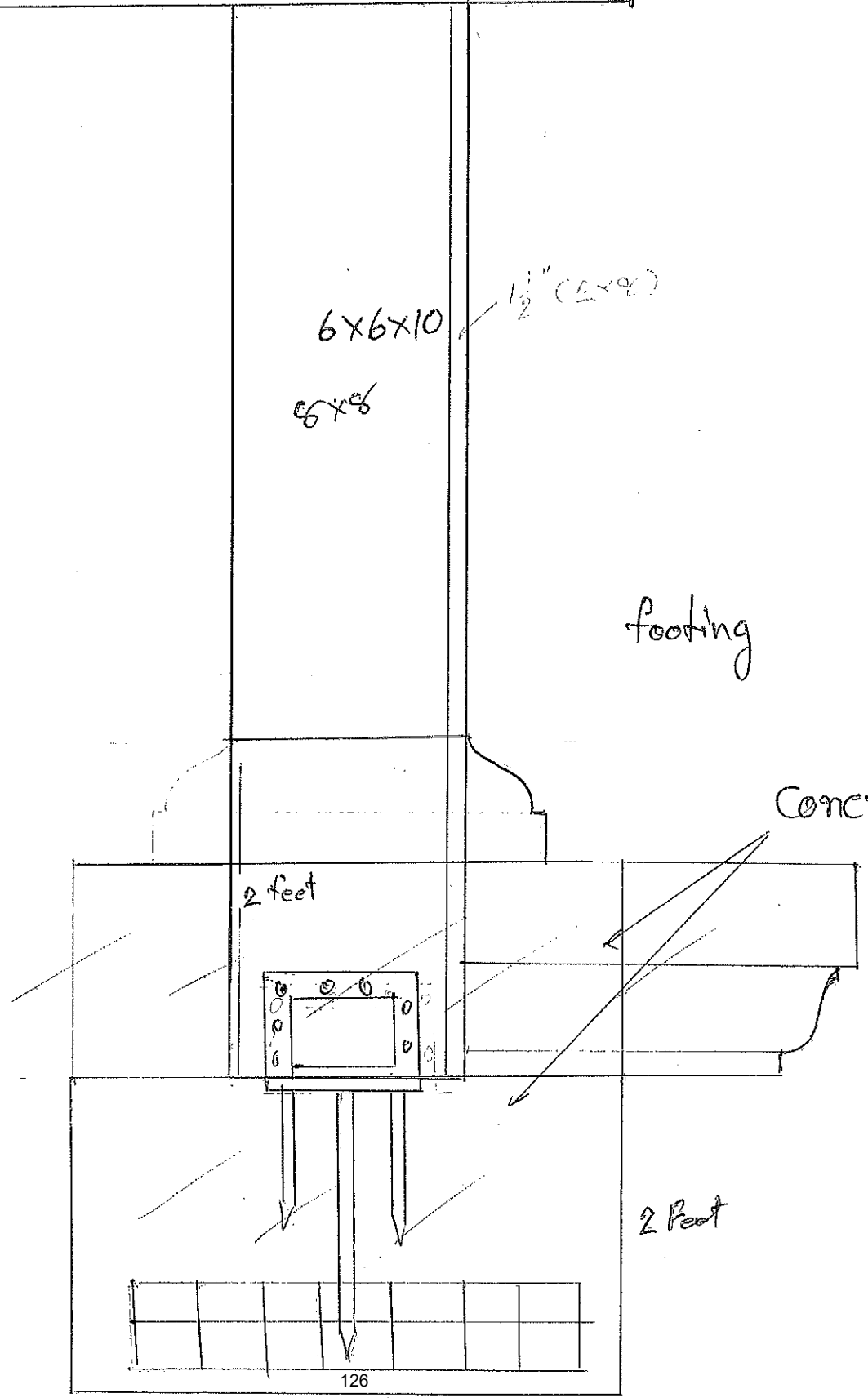
footing

Concrete

2 feet

2 Feet

2 Feet



81804085.050 WAT BUDDHAMETTA MAHABARAMEE

PIDN: 81804085.050

GISP: 764.18-00-0006.00

Owner Information

Percent of Ownership: 100

Name: WAT BUDDHAMETTA MAHABARAMEE

Name 2: A MS NON PROFIT CORP

Mailing Address: 6300 MARTIN BLUFF RD

GAUTIER MS

39553

Site Address: 6300 MARTIN BLUFF RD GAUTIER

Land Information

Section: 18

Acreage: 1

Township: 7

Range: 6

Street Name MARTIN BLUFF
RD

Value and Tax Information

Total Assessed Value: 0

Total Appraised Value: 89274

Improvement Value: 80804

Land Value: 8470

Tax Amount: 0

SQ FT: 1796

Year Built: 1980

Legal Description

Description: COM E/M MARTIN BLUFF RD & S/L SE

C 18 NLY ALG RD 1660.47' FOR POB

E 208' SLY PARALLEL TO RD 208'

W 208' TO RD NLY ALG RD 208' TO

POB DB 1893-575 (6 MAP764.18)

Deed Book / Page: 1893 / 575

81804085.050 WAT BUDDHAMETTA MAHABARAMEE

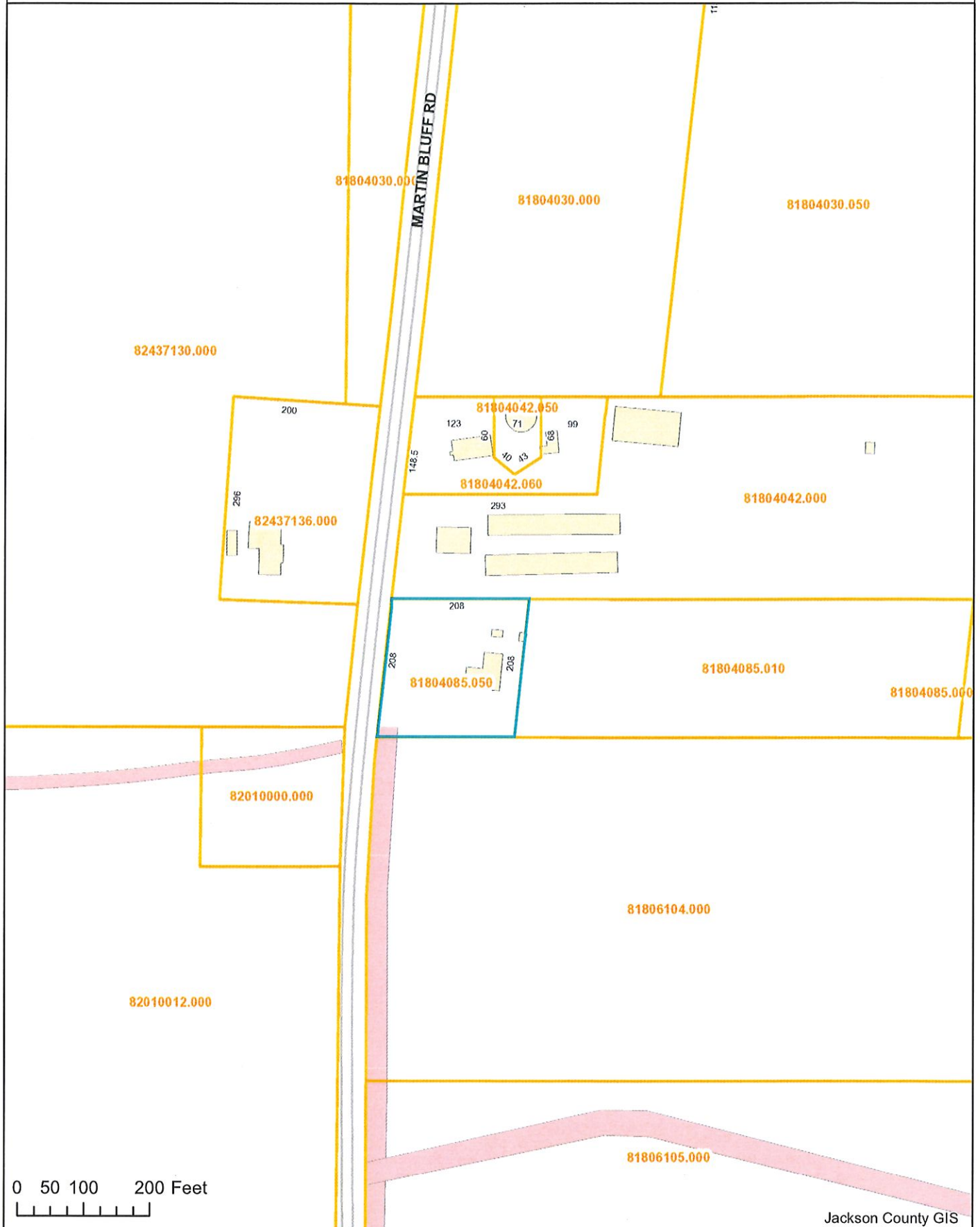


Exhibit A Location Map

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

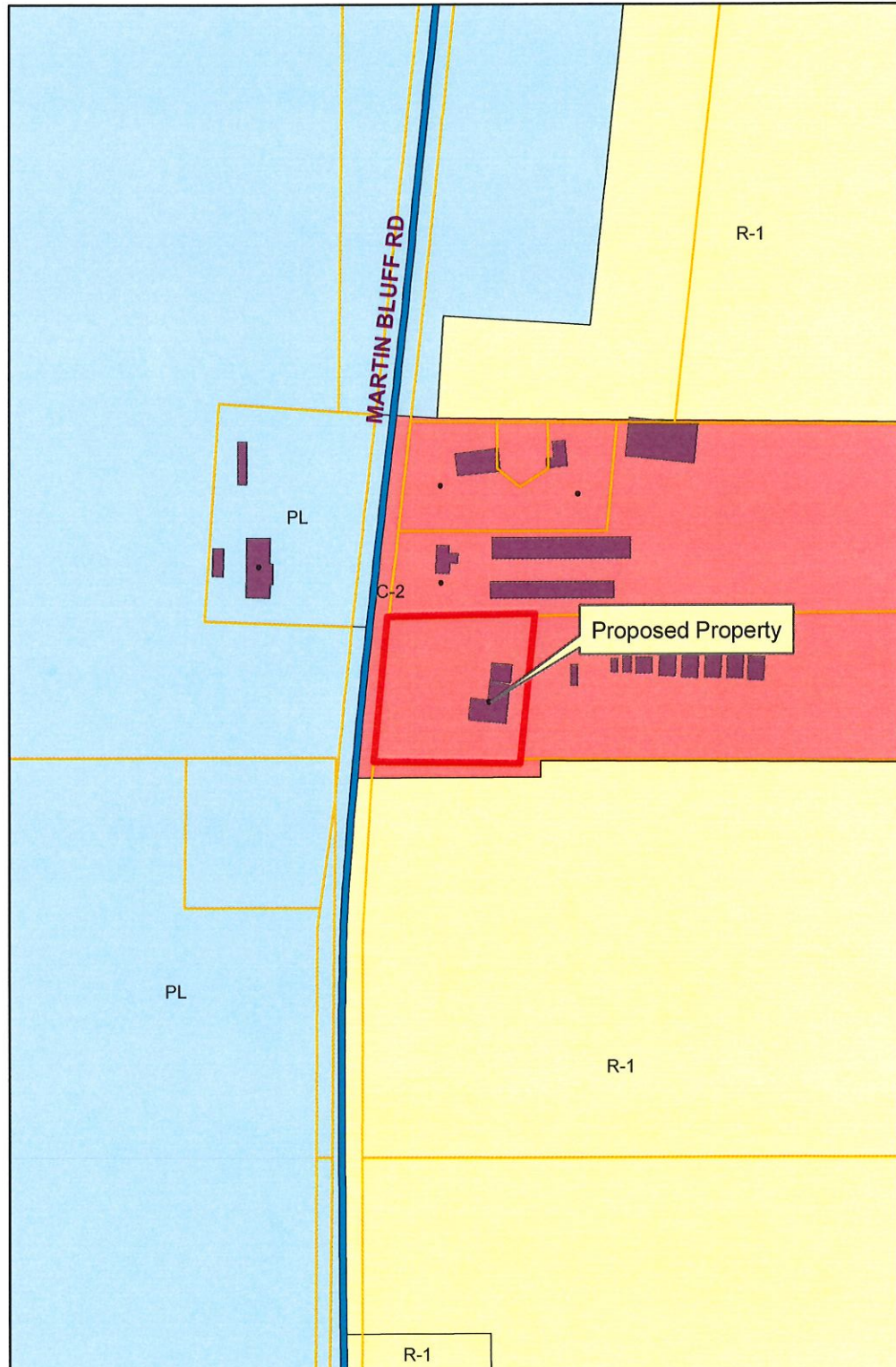


Exhibit C

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

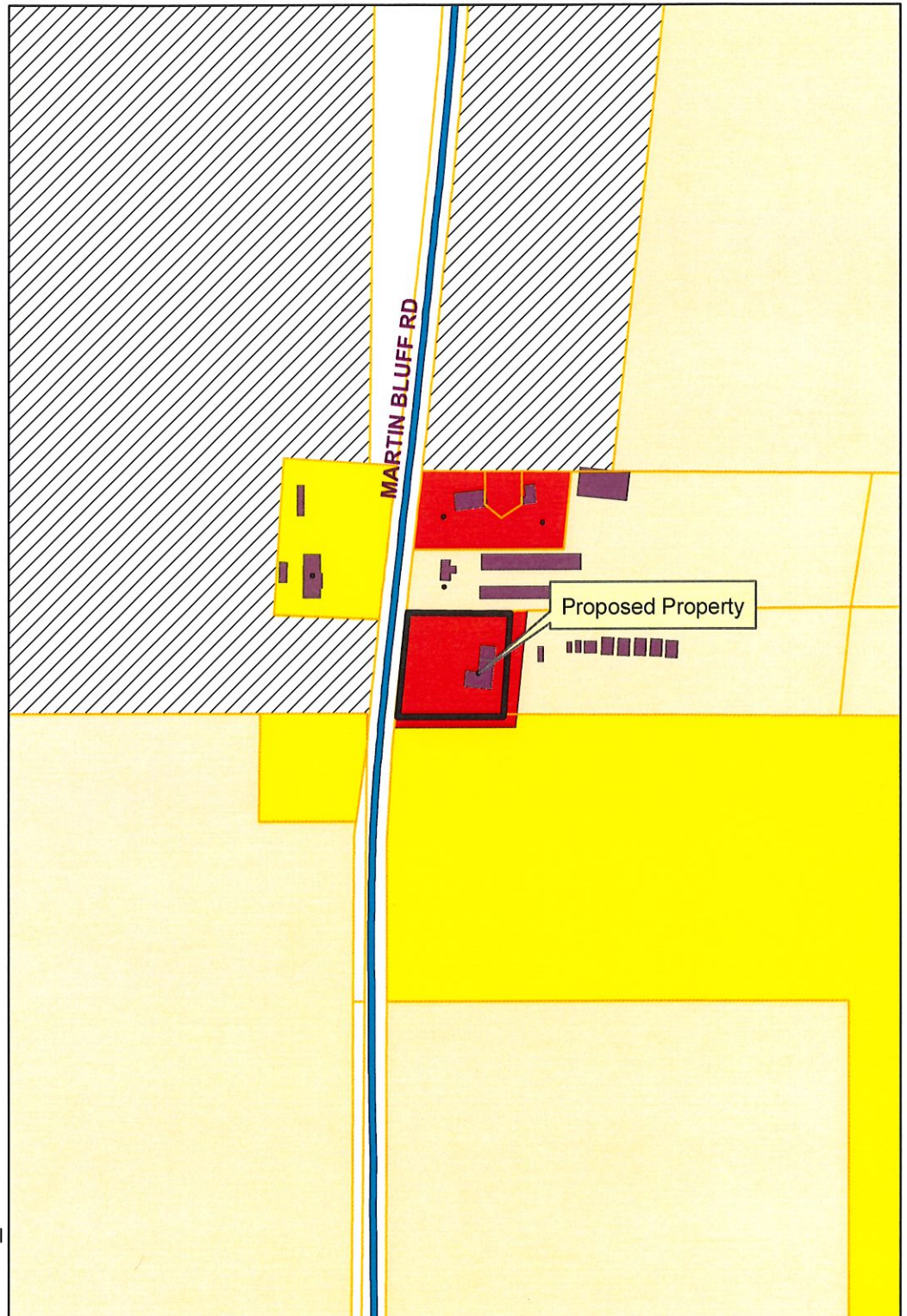


Exhibit D Future Land-Use

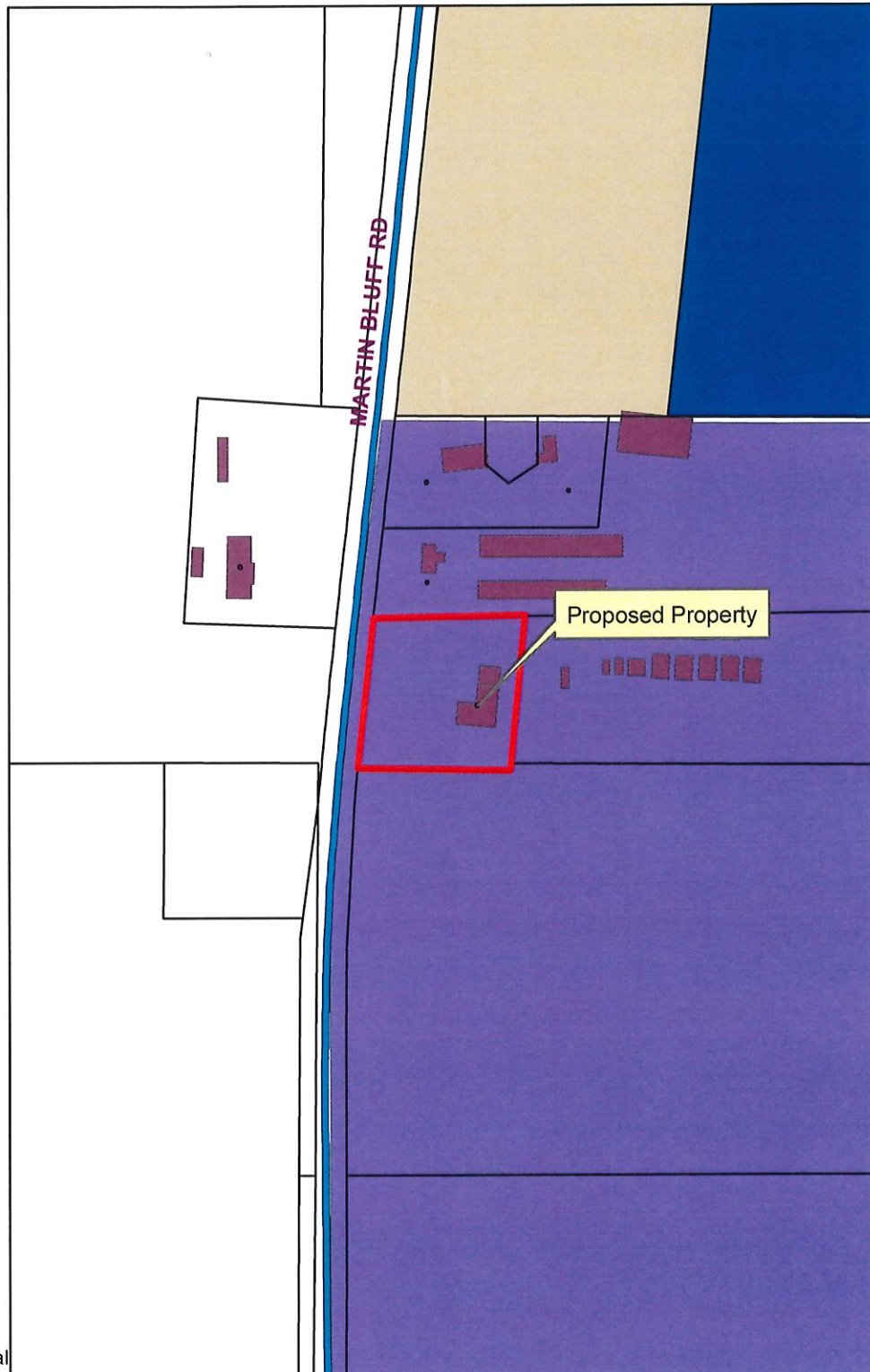
Prepared By:
City of Gautier
Planning Department

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 Gollott made the motion to approve a Special Exception, as presented, that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District located at 1111 Old Spanish Trail, Gautier, MS, (GPC Case No. 22-37-SE) (PID #81831640.000). 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 221-2022 CITY
OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 22-37-SE
1111 OLD SPANISH TRAIL – SPECIAL EXCEPTION FOR A
PERSONAL CARE HOME FOR SENIOR CITIZENS IN A
C-2 COMMUNITY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 81831640.000

WHEREAS, an application for a Special Exception Permit to allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District was submitted by Falcia and Stephen Coleman; and

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

WHEREAS, the parcel subject to this Permit is located on 1111 Old Spanish Trail, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its October 6, 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 approve 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 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 Falcia and Stephen Coleman on October 6, 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 Gollott**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 10/11/2022
Subject: Consider a request for a Special Exception that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District, 1111 Old Spanish Trail. (GPC #22-37-SE)

REQUEST:

The Planning Department has received a request from Falicia and Stephen Coleman for a Special Exception that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District at 1111 Old Spanish Trail, PID #81831640.000 (GPC #22-37-SE). The application fee of \$250 was paid on August 1, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.
Location: 1111 Old Spanish Trail, PID #81831640.000 (See Exhibit A)
General features of the proposed project: Lot Size: Approximately 1.44
Existing building on property
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): C-2 Community Commercial
Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and R-1 Low Density Single-Family Residential
Comprehensive Plan Future Land Use Designation (See Exhibit D): Mobile Home Residential

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: *It is currently a group home, and we are keeping it as a group home.*

Staff Finding: *In response to the applicant's response, the use called out on the current privilege license for this location is "Transitional Home". The current zoning ordinance does not have this specific use listed as a possible use. This license was issued in 2008 before the current zoning ordinance was adopted by the City. 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: *We are making it a senior personal care home.*

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: *It is currently a rehabilitation group home, and we are keeping it as a group home for seniors for personal care.*

Staff Finding: *The City of Gautier's Unified Development Ordinance does not have "Personal Care Home" listed as a use in Article V table no. 4 as a possible use within the City.*

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 based on the evidence presented meets the criteria of the UDO.

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

- 1. Excerpt GPC Meeting 10.6.22 (#22-37-SE)
- 2. Complete Packet 22-37-SE

Excerpt from October 6, 2022, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District at 1111 Old Spanish Trail. PID #81831640.000, (GPC #22-37-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He advised that the building currently has a business that has a valid privilege license for a transitional home. The requested use is a similar use but a little different than a personal care home by definition.

REQUEST:

The Planning Department has received a request from Falcia and Stephen Coleman for a Special Exception that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District at 1111 Old Spanish Trail, PID #81831640.000 (GPC #22-37-SE). The application fee of \$250 was paid on August 1, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 1111 Old Spanish Trail, PID #81831640.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: Approximately 1.44
Existing building on property
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Mobile Home Residential.

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: *It is currently a group home, and we are keeping it as a group home.*

Staff Finding: *In response to the applicant's response, the use called out on the current privilege license for this location is "Transitional Home". The current zoning ordinance does not have this specific use listed as a possible use. This license was issued in 2008 before the current zoning ordinance was adopted by the City.*

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: *We are making it a senior personal care home.*

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: *It is currently a rehabilitation group home, and we are keeping it as a group home for seniors for personal care.*

Staff Finding: *The City of Gautier's Unified Development Ordinance does not have "Personal Care Home" listed as a use in Article V table no. 4 as a possible use within the City.*

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.

Falicia Coleman said she has a Master's in Early Education, and they have had a pre-school facility for the past twenty-two years. She said now that they are older they would like to have a personal care home to take care of the elderly and the proposed location would be perfect for what they want to do. She also said they have a vacation home less than two miles from the proposed personal care home. She said her and her husband went back to school and got a certification for nursing. Mrs. Coleman said there is a need to have good, quality care for the elderly.

Commissioner Davis asked Mr. Ankerson if a personal care home was allowed by right in any district.

Mr. Ankerson said that this use, personal care home for seniors, is not listed at all in the UDO Use Table which is why the applicants are asking for a Special Exception. He said there is a use that is similar but the difference has to do with certain staff that the applicant would not have on hand so the Health Department wouldn't consider it a nursing home or an assisted living facility.

Chairman Jamison asked if this would be like an assisted living facility.

Mr. Ankerson said that this would not be considered an assisted living facility because of the definition.

Commissioner Davis asked if an assisted living facility was the closest similar use and were they allowed by right in any district.

Mr. Ankerson said that an assisted living facility was the closest similar use, and they were only allowed by a Conditional Use-Major in certain districts.

Chairman Jamison asked the applicant if the people that would be staying at the personal care home would have severe medical issues, or would they just be someone that needed help with daily chores.

Mrs. Coleman said it would be someone who needed help bathing, eating, etc., or maybe their children were not comfortable with them staying at home because of the extra help they needed.

Commissioner Ward noted the applicant had said they have nursing certification and said he assumed they had state regulations to meet.

Mrs. Coleman stated they had to apply for a license to run the personal care home.

Stephen Coleman said the educational courses they took helped them to know what senior citizens needed.

Commissioner Decoteau asked how big the facility was and how many people they were planning on housing.

Mrs. Coleman said there would be about ten residents. She said there were seven bedrooms, two living rooms, and two dining rooms. Some of the bedrooms are larger and can house two guests. The upstairs area would be for the full-time caregiver/supervisor.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend approval of the request based on the evidence presented meets the criteria of the UDO.

Commissioner Ward seconded the motion, and the following vote was recorded:

AYES: Joshua Ward
William Davis
Ricky Decoteau
Paul Gainer
DeAnna McManus
Kay C. Jamison

ABSENT: Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

October 6, 2022

GPC #22-37-SE

Falicia & Stephen Coleman

1111 Old Spanish Trail

VII. NEW BUSINESS

1. Consider a request from Falicia & Stephen Coleman for a Special Exception that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District, 1111 Old Spanish Trail. (GPC #22-37-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: September 26, 2022

Subject: Consider a request for a Special Exception that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District, 1111 Old Spanish Trail. (GPC #22-37-SE)

REQUEST:

The Planning Department has received a request from Falicia and Stephen Coleman for a Special Exception that would allow a personal care home for senior citizens in a C-2 Community Commercial Zoning District at 1111 Old Spanish Trail, PID #81831640.000 (GPC #22-37-SE). The application fee of \$250 was paid on August 1, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 1111 Old Spanish Trail, PID #81831640.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: Approximately 1.44
 - Existing building on property
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial and R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Mobile Home Residential.

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: *It is currently a group home, and we are keeping it as a group home.*

Staff Finding: *In response to the applicant's response, the use called out on the current privilege license for this location is "Transitional Home". The current zoning ordinance does not have this specific use listed as a possible use. This license was issued in 2008 before the current zoning ordinance was adopted by the City.*

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: *We are making it a senior personal care home.*

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: *It is currently a rehabilitation group home, and we are keeping it as a group home for seniors for personal care.*

Staff Finding: *The City of Gautier's Unified Development Ordinance does not have "Personal Care Home" listed as a use in Article V table no. 4 as a possible use within the City.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property,

a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

22-37-5E

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: Falicia & Stephen Coleman 337-965-6424 (C)
Name of Business: Coleman's Group Home for Seniors 337-562-1200 (B)
Address: 1111 Old Spanish Trail, Gautier
Mailing Address (if different): 706 Reigel St., Lake Charles, LA 70607
Email Address: Falicia7@aol.com
Phone: _____ Cell Phone: _____

Reason for request, location and intended use of Property: Group Home for Seniors in C-2 zoning district - Personal Care Home

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.
- ☐ 4. Copy of protective covenants or deed restrictions, if any.
- ☐ 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.
- ☐ 6. Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- ☒ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: _____

Falicia Coleman
Stephen Coleman

FOR OFFICE USE ONLY

Date Received

8/1/22

Verify as Complete

B2/SA

Fee Amount Received

250.00

Initials of Employee Receiving Application

B2

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? *It is currently a group home and we are keeping it has a group home.*

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? *we are making it a Senior personal care home.*

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

It is currently a group home and we are keeping it has a group home for Seniors for personal care.

Janicia Nehr Chavez
9-19-22

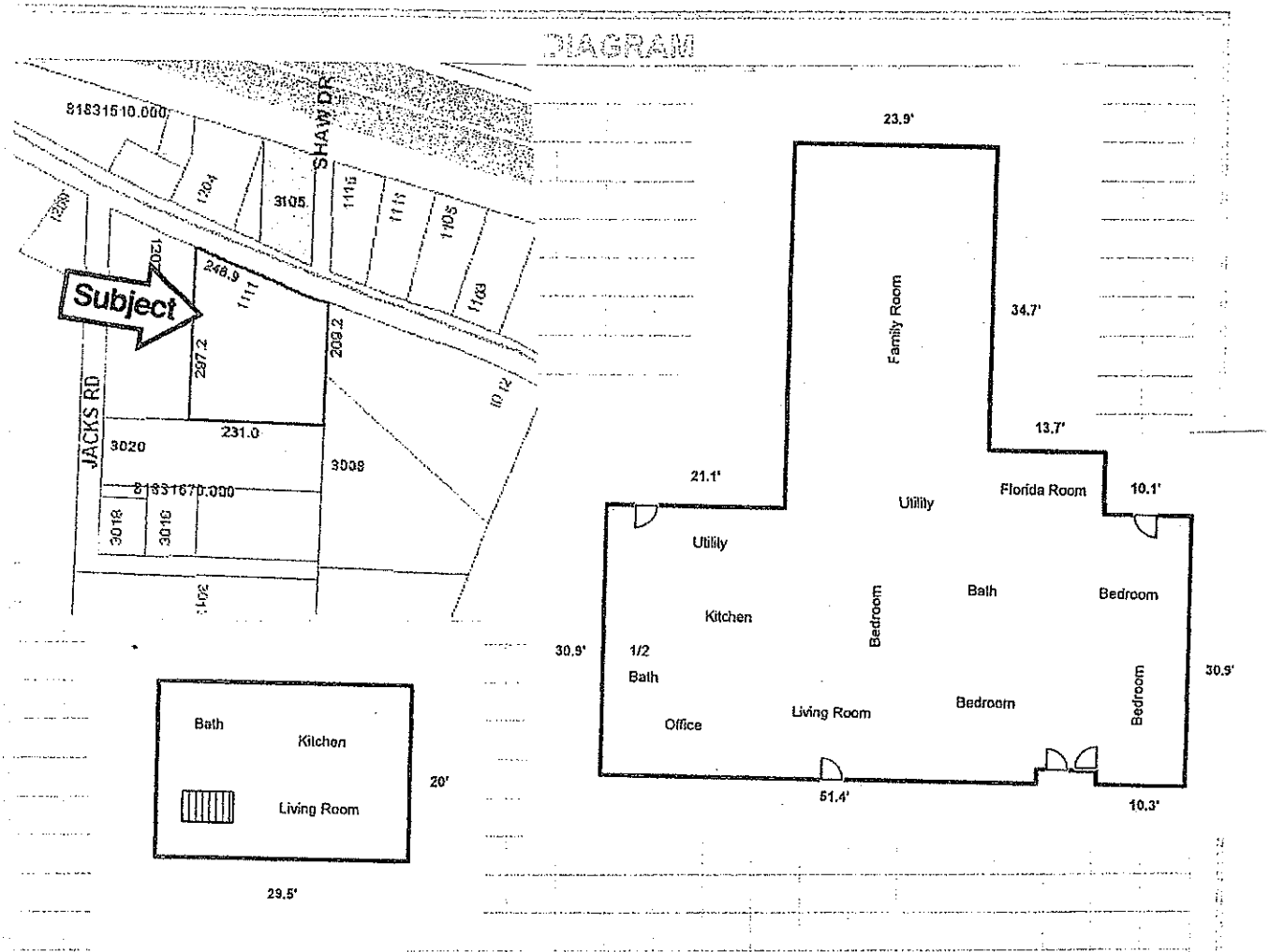
NARRATIVE

We are purchasing 1111 Old Spanish Trail Gautier, MS 39553 that is currently a Group Home For Rehabilitation of Adults.

We (Falieia & Stephen Coleman) are requesting to open up the Group Home for Seniors. The Home will employ 6-8 team members. As caregivers we will offer 24/7 care to our Seniors at the Group Home. Meaning helping Seniors with their day to day needs.

Personal Needs; Bathing, Feeding, Shopping & monitoring them. The Seniors will stay in the Group Home. We will provide all there personal needs.

CONDITIONAL USE DIAGRAM – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.



SUMMARY	SQ. FT. AREA	PERIMETER	AREA CALCULATION DETAILS		
Living Area			First Floor		
First Floor	3207	286	23.9 X 72.6 =	1735.1	
Second Floor	590	99	13.7 X 36.3 =	497.3	
Total	3797	385	10.1 X 30.9 =	312.0	
			21.1 X 30.9 =	651.9	
			6.4 X 1.6 =	10.2	
			0.2 X 1.6 =	0.3	
			Total	3206.8	
			Second Floor		
			29.5 X 20.0 =	590.0	

I hereby certify that this is a true and
correct copy of the original document.
Certified by James Hall
Month May Day 18 Year 2022

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

Grantor:
Trinity House, LLC
a Mississippi Limited Liability Company
1111 Old Spanish Trail
Gautier, MS 39553
(228) 217-5794

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

Grantees:
Stephen Coleman
Falicia Coleman
700 Reigel St.
Lake Charles, LA 70607
(337) 965-0424

File No. O224067S

INDEXING INSTRUCTIONS: A parcel of land in SE cor of SW ¼ of SW ¼ of Sect. 31, T7S, R6W,
Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged; **Trinity House, LLC, a Mississippi Limited Liability Company**, does hereby sell, convey and warrant unto **Stephen Coleman and Falicia Coleman**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This being the same property as that conveyed to Trinity House, LLC, a Mississippi Limited Liability Company; by instrument recorded in Book 1529 at Page 86, Land Deed Records of Jackson County, Mississippi.

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

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

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

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

WITNESS MY SIGNATURE, on this the 10 day of August, 2022.

Trinity House, LLC
a Mississippi Limited Liability Company

By: Todd Trenchard, Sole Member

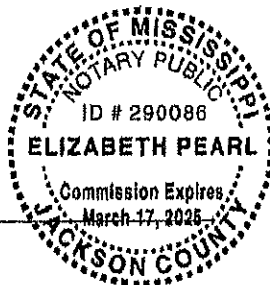
CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Todd Trenchard, Sole Member of Trinity House, LLC, a Mississippi Limited Liability Company**, who acknowledged before me that he signed, signed, executed and delivered the above and foregoing instrument on the day and year thereof mentioned, for and on behalf of said company as its own act and deed, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 10 day of August, 2022.

(AFFIX SEAL)



My commission expires: _____

Elizabeth Pearl
NOTARY PUBLIC

Exhibit "A"

Legal Description

The following described property lying and being situated in the SE cor of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 31, Township 7 South, Range 6 West, Jackson County, Mississippi, more particularly described as follows, to-wit:

Commencing at the Southeast (SE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 31, Township 7 South, Range 6 West, Jackson County, Mississippi; thence run North a distance of 475.7 feet to the Point of Beginning of the property herein conveyed; thence run West a distance of 231.5 feet; thence run North 304.0 feet to the edge or margin of Fountainbleu Road (also known as Old U.S. Highway 90; thence run Southeasterly along the South margin of Fountainbleu Road a distance of 253.0 feet, more or less; thence run South a distance of 213.0 feet to the Point of Beginning; also being situated in the South Half ($\frac{1}{2}$) of U.S. Government Lot 3 and being that same land conveyed by Commissioner's Deed from Wilbur G. Dees, Commissioner for the Estate of Louis Orrell Thomas, et al., dated October 21, 1974, and recorded in Book 513 at Page 420, Land Deed Records of Jackson County, Mississippi.

81831640.000 TRINITY HOUSE LLC

PIDN: 81831640.000

GISP: 769.31-03-0078.00

Owner Information

Percent of Ownership: 100

Name: TRINITY HOUSE LLC

Name 2:

Mailing Address: 1111 OLD SPANISH TR

GAUTIER MS

39553

Site Address: 1111 OLD SPANISH TRL GAUTIER

Land Information

Section: 31

Acreage: 1.44

Township: 7

Range: 6

Street Name OLD SPANISH
TRL

Value and Tax Information

Total Assessed Value: 28574

Total Appraised Value: 190487

Improvement Value: 180007

Land Value: 10480

Tax Amount: 4108

SQ FT: 3810

Year Built: 1981

Legal Description

Description: BEG AT SEC SW1/4 SW1/4 N 475.7'

TO POB W 231.5' N 304' SELY 253'

S 213' TO POB DB 1529-86 (78 Ma

p769.31-03)

Deed Book / Page: 1529 / 86

81831640.000 TRINITY HOUSE LLC

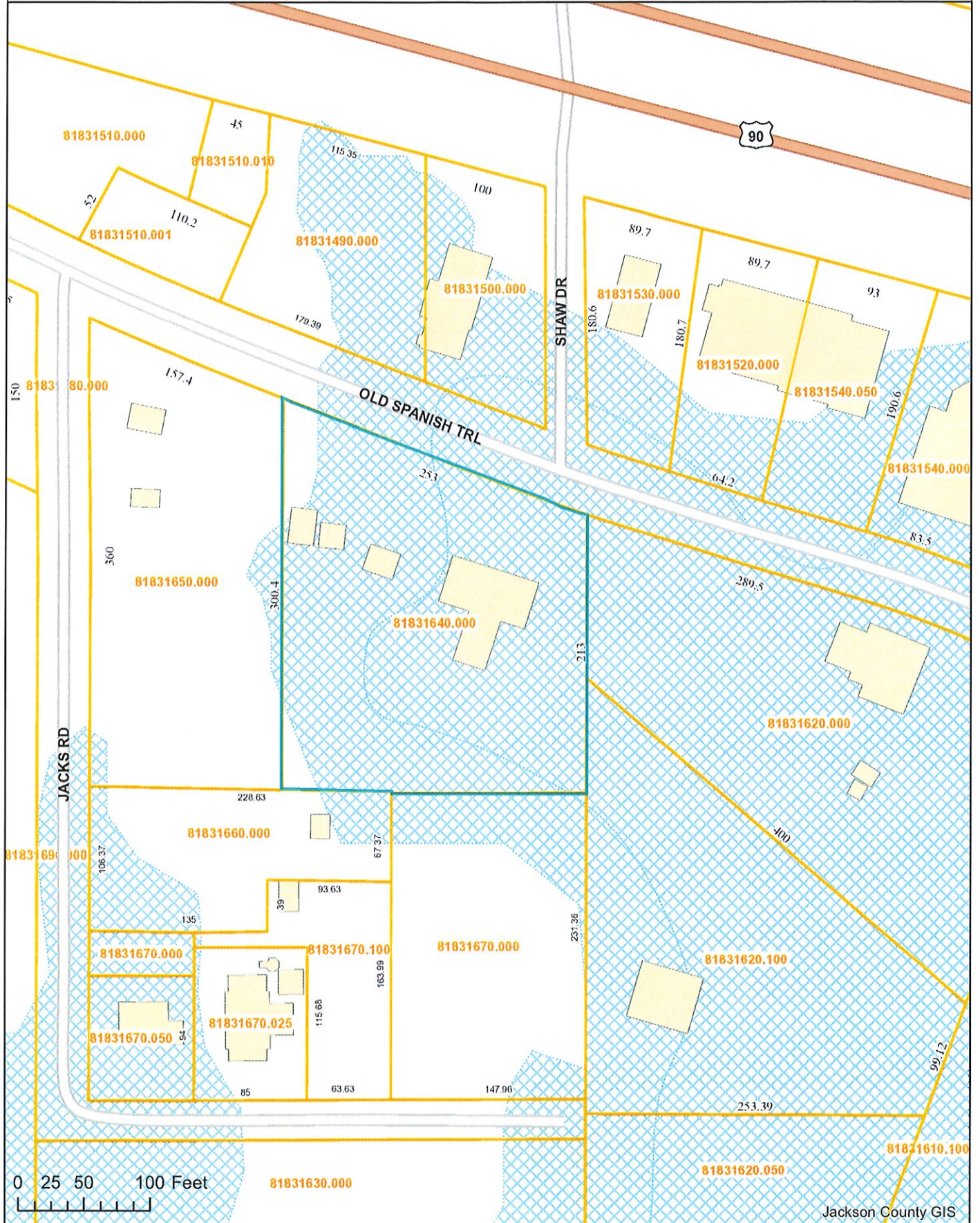


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

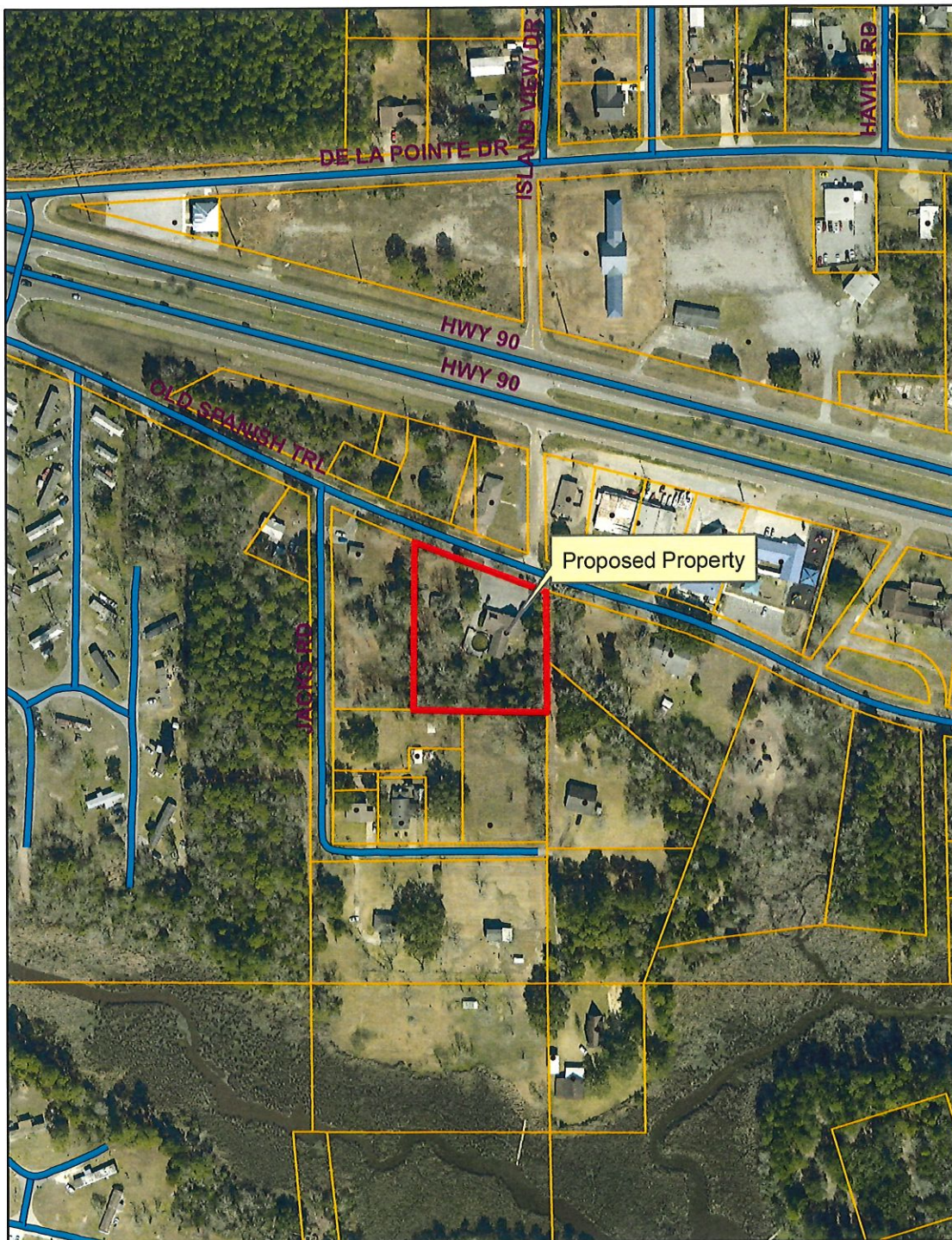


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

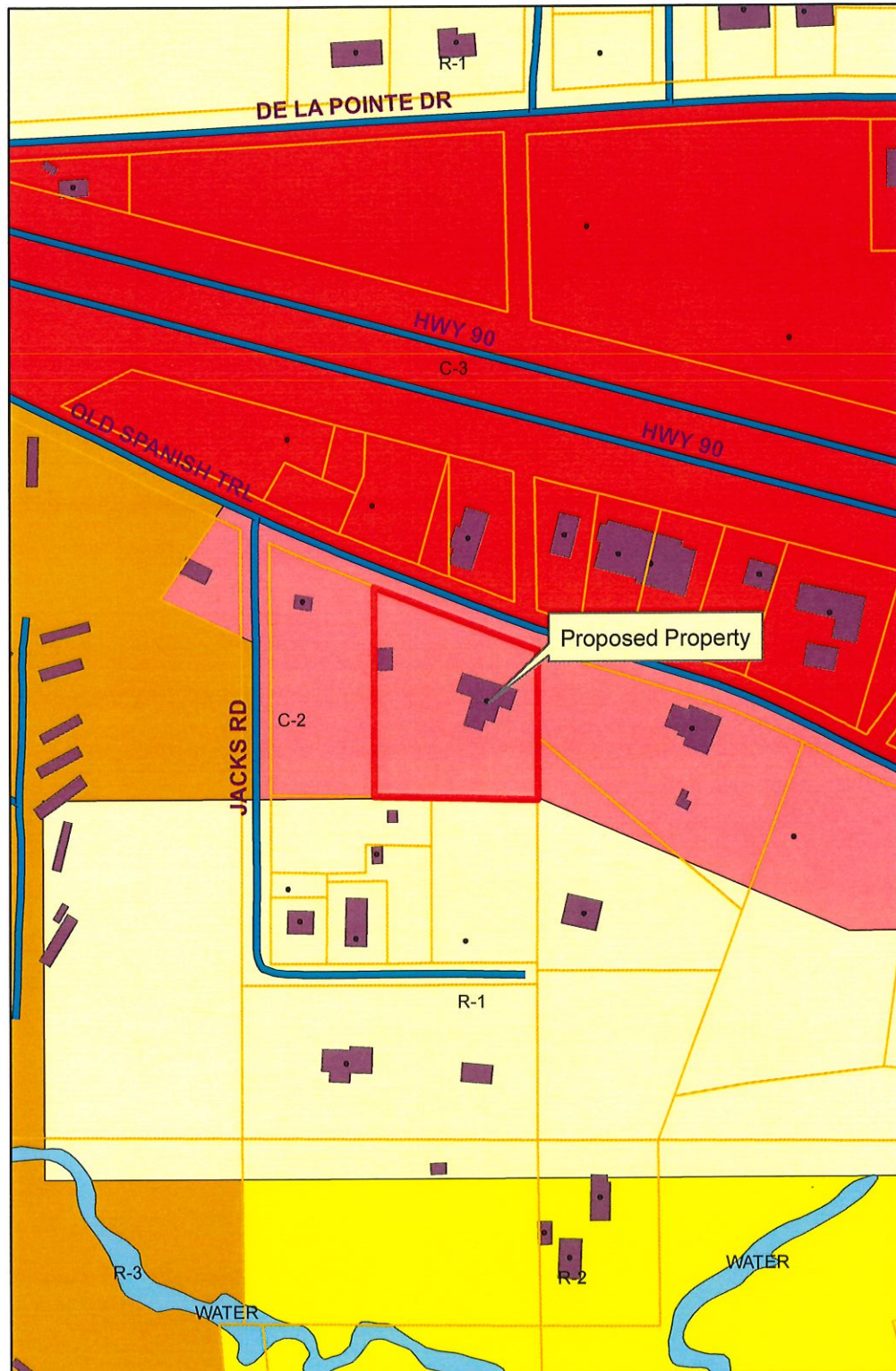


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

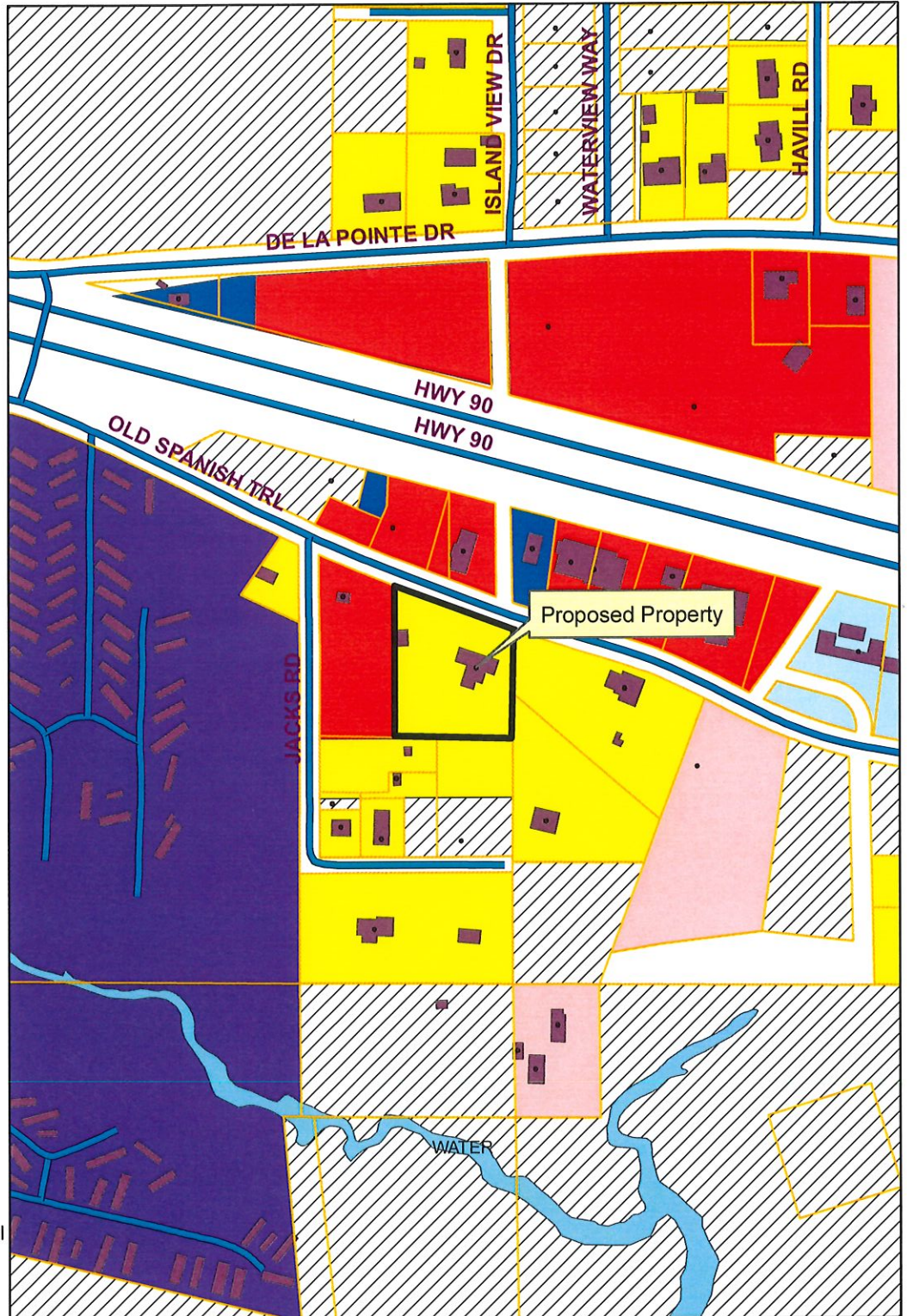


Exhibit D Future Land-Use

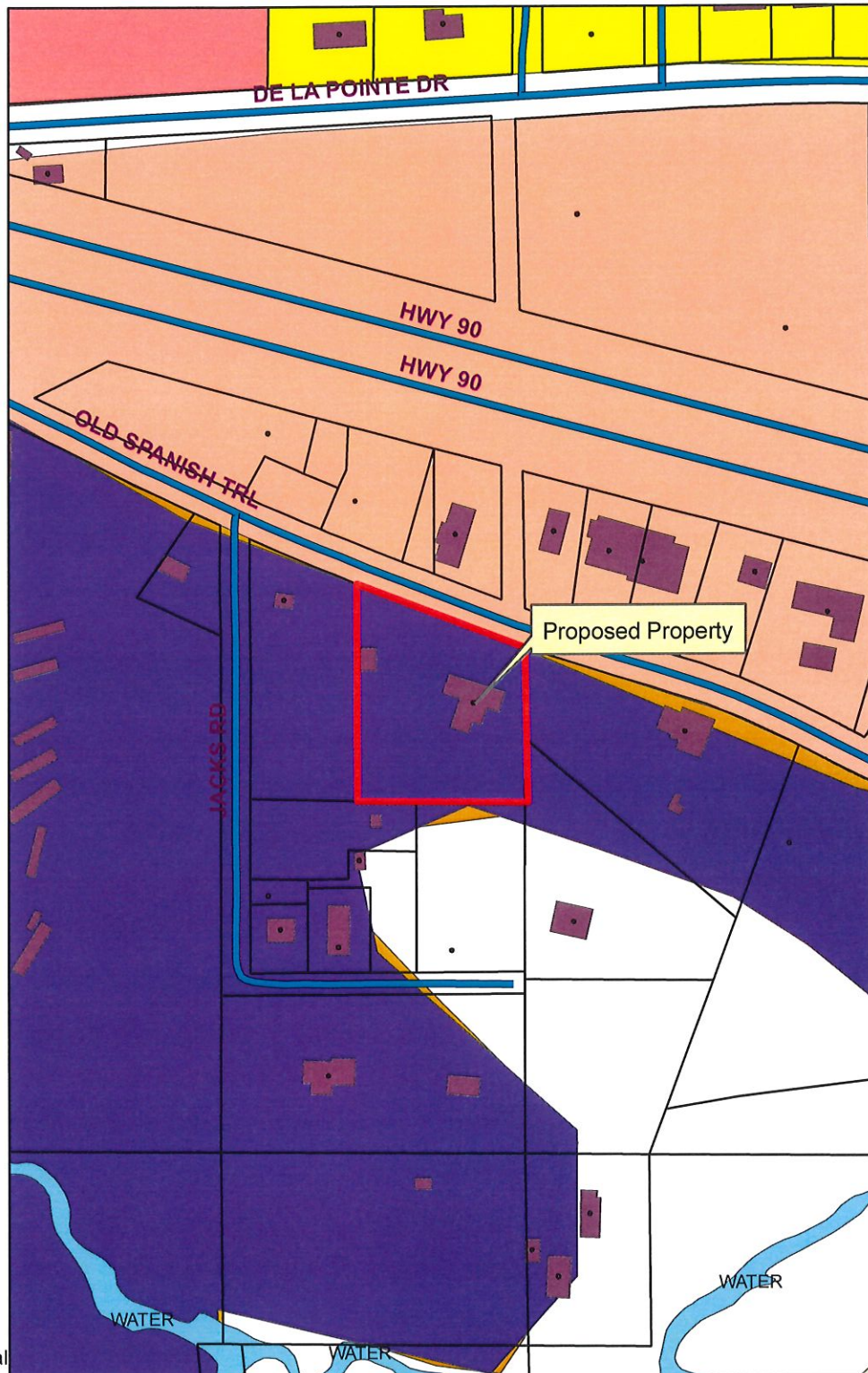
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman Gollott made the motion to approve a Special Exception, as presented, that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District located at 6700 Old Highway 57, Gautier, MS, (GPC Case No. 22-39-SE) (PID #82300024.000). 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 222-2022

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 22-39-SE
6700 OLD HIGHWAY 57 – SPECIAL EXCEPTION FOR OCCUPANCY
OF AN EXISTING SINGLE-FAMILY DWELLING IN A C-3 HIGHWAY
COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82300024.000**

WHEREAS, an application for a Special Exception Permit to allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District was submitted by James Permenter; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an existing single-family dwelling, requires a Special Exception Permit in the C-3 Highway Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located on 6700 Old Highway 57, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its October 6, 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 approve 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 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 James Permenter on October 6, 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 Jackson**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 10/11/2022
Subject: Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District, 6700 Old Highway 57. (GPC #22-39-SE)

REQUEST:

The Planning Department has received a request from James Permenter for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District at 6700 Old Highway 57, PID #82300024.000. (GPC #22-39-SE) The application fee of \$250 was paid on August 18, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.
Location: 6700 Old Highway 57, PID #82300024.000 (See Exhibit A)
General features of the proposed project: Lot Size: Approximately 0.75
Existing residential building 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
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: Due to the rebuilding restrictions in place at 6700 Old Hwy 57, Ocean Springs, MS 39564 a Buyer is unable to get a loan to purchase the home. The Mortgage company is required to know if the home is damaged it can be rebuilt with no restrictions, regardless of the amount of damage, and can remain grandfathered as Residential if damages occur. This is a hardship to the owner or any owner because it limits Buyers from obtaining a mortgage on the home.

Staff Finding: There are other single family residential dwellings and uses in this district.

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: This home has always been used for residential purposes. It neighbors one other residential property. There are currently no Commercial Buildings in the area or building of any kind taking place, If anything, this house now improves the appearance of the area due to being renovated/updated.

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: The rebuilding restrictions in place for the property were unknown to both parties until the Applicant applied for a loan and the Mortgage Company received the Appraisal Report and letter from the City of Gautier Planning Department outlining the restrictions. The proposed Special Exception is simply a requirement for the Mortgage Company to approve the loan, not a result of any action of the Applicant.

Staff Finding: Staff finds that the Special Exception will not negatively affect the surrounding area or cause a detriment to the surrounding properties. The home was existing when the property was rezoned to C-3

Highway Commercial.

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 based on the evidence presented meets the criteria of the UDO.

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 10.6.22 (#22-39-SE)
2. Complete Packet 22-39-SE

Excerpt from October 6, 2022, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District at 6700 Old Highway 57. PID #82300024.000 (GPC #22-39-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He advised that the property owners are trying to sell the property and the bank is requiring the Special Exception before it will loan money on the property because they want to make sure it can remain a residence in a commercial zone. If the Special Exception is granted it gives the residents a grandfathered status if they should sell it.

Chairman Jamison asked if the residence had gone without water and power.

Mr. Ankerson said the residence was currently grandfathered, but the bank wants to ensure that if it sells it would still be able to remain a residence.

REQUEST:

The Planning Department has received a request from James Permenter for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District at 6700 Old Highway 57, PID #82300024.000. (GPC #22-39-SE) The application fee of \$250 was paid on August 18, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 6700 Old Highway 57, PID #82300024.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: Approximately 0.75
 - Existing residential building 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
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: Due to the rebuilding restrictions in place at 6700 Old Hwy 57, Ocean Springs, MS 39564 a Buyer is unable to get a loan to purchase the home. The Mortgage company is required to know if the home is damaged it can be rebuilt with no restrictions, regardless of the amount of damage, and can remain grandfathered as Residential if damages occur. This is a hardship to the owner or any owner because it limits Buyers from obtaining a mortgage on the home.

Staff Finding: There are other single family residential dwellings and uses in this district.

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: This home has always been used for residential purposes. It neighbors one other residential property. There are currently no Commercial Buildings in the area or building of any kind taking place, If anything, this house now improves the appearance of the area due to being renovated/updated.

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: The rebuilding restrictions in place for the property were unknown to both parties until the Applicant applied for a loan and the Mortgage Company received the Appraisal Report and letter from the City of Gautier Planning Department outlining the restrictions. The proposed Special Exception is simply a requirement for the Mortgage Company to approve the loan, not a result of any action of the Applicant.

Staff Finding: *Staff finds that the Special Exception will not negatively affect the surrounding area or cause a detriment to the surrounding properties. The home was existing when the property was rezoned to C-3 Highway Commercial.*

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present his case.

Jenna Morgan, owner of the property, said that **James Permenter**, the applicant, was renting the property until he could purchase it.

Daniel Morgan, owner of the property, said that they started the loan process for the sale in July 2022 and did not find out there was a problem until they were almost ready to close. He said that the mortgage company basically wants a guarantee that if the house gets demolished that Mr. Permenter has the right to rebuild.

Chairman Jamison asked Mr. Ankerson if the Commission approved it to be grandfathered and a hurricane destroyed it completely to the slab, would it still be grandfathered to rebuild the same house back or any house back.

Mr. Ankerson said this was actually giving the new owner a Special Exception to have a residence in a C-3 zoning district because a Special Exception goes with the owner. Mr. Ankerson said substantial damage was a whole different part of the ordinance, but this is a Special Exception to allow the grandfathered status to stay with the new owner.

Chairman Jamison asked if the house was destroyed would the owner be able to build the house back at that same location.

Mr. Ankerson said yes with the Special Exception they would be able to build back.

Chairman Jamison noted that there were other houses in the area and granting the Special Exception would not change the character of the neighborhood.

Mr. Ankerson said that he and Josh Danos, the City Attorney, had spoken in depth about how to approach the situation in order for the owners to be able to give the bank what they needed for the sale to happen.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the request based on the evidence presented meets the criteria of the UDO.

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

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

ABSENT: **Chris Hoover**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

October 6, 2022

GPC #22-39-SE

James Permenter

6700 Old Highway 57

VII. NEW BUSINESS

1. Consider a request from James Permenter for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District, 6700 Old Highway 57. (GPC #22-39-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: September 27, 2022

Subject: Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District, 6700 Old Highway 57. (GPC #22-39-SE)

REQUEST:

The Planning Department has received a request from James Permenter for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-3 Highway Commercial Zoning District at 6700 Old Highway 57, PID #82300024.000. (GPC #22-39-SE) The application fee of \$250 was paid on August 18, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 6700 Old Highway 57, PID #82300024.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: Approximately 0.75
 - Existing residential building 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
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: *Due to the rebuilding restrictions in place at 6700 Old Hwy 57, Ocean Springs, MS 39564 a Buyer is unable to get a loan to purchase the home. The Mortgage company is required to know if the home is damaged it can be rebuilt with no restrictions, regardless of the amount of damage, and can remain grandfathered as Residential if damages occur. This is a hardship to the owner or any owner because it limits Buyers from obtaining a mortgage on the home.*

Staff Finding: *There are other single family residential dwellings and uses in this district.*

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: *This home has always been used for residential purposes. It neighbors one other residential property. There are currently no Commercial Buildings in the area or building of any kind taking place, If anything, this house now improves the appearance of the area due to being renovated/updated.*

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: *The rebuilding restrictions in place for the property were unknown to both parties until the Applicant applied for a loan and the Mortgage Company received the Appraisal Report and letter from the City of Gautier Planning Department outlining the restrictions. The proposed Special Exception is simply a requirement for the Mortgage Company to approve the loan, not a result of any action of the Applicant.*

Staff Finding: *Staff finds that the Special Exception will not negatively affect the surrounding area or cause a detriment to the surrounding properties. The home was existing when the property was rezoned to C-3 Highway Commercial.*

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

22-39-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: JAMES PERMENTER

Name of Business: _____

Address: 6700th HIGHWAY 57 OCEAN SPRINGS MS 39564
Mailing Address (if different): SAME

Email Address: LANDONSDAD.2007@Yahoo.com

Phone: _____ Cell Phone: 228-297-8305

Reason for request, location and intended use of Property: SPECIAL EXCEPTION FOR A
RESIDENTIAL BUILDING IN A COMMERCIAL ZONE

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.
- ☐ 4. Copy of protective covenants or deed restrictions, if any.
- ☐ 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.
- ☐ 6. Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- ☒ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Date Received 8.18.22 Verify as Complete SA

Fee Amount Received 250.00

Initials of Employee Receiving Application BZ

Date of Application: 08/18/2022

I, Daniel Morgan & Jenna Morgan, the fee simple owner of the following described property (give legal description):

COM NW COR SW 1/4 SECT 17 E 64.55 136.8 TO POB
S 171.2' 2' N 85 DEG E 190.9' N 186' S 81 DE W 188.5'
TO POB DB 947-369
Parcel #: 82300024.000

hereby petition to the City of Gautier to Grant a Special Exception of a residential
property + in a commercial zone, in Gautier
city limits,
and affirm that James Permenter is hereby

designated to act as agent on my behalf to accomplish the above.

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

Jenna Morgan
(Owner's Signature)

The foregoing instrument was acknowledged before me this 18th day of August, 20 22 by _____

_____, who is personally known to me or has produced _____

_____ as identification and who did take an oath:

Addie L. Bang
(Printed Name of Notary Public)

Addie L. Bang
(Signature of Notary Public)

Commission # 101387. My commission expires Feb 13, 2024

(Notary's Seal)



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

* See attached response.

SPECIAL EXCEPTION

Criteria for Approval

- A.** Due to the rebuilding restrictions in place at 6700 Old Hwy 57, Ocean Springs, MS 39564 a Buyer is unable to get a loan to purchase the home. The Mortgage company is required to know if the home is damaged it can be rebuilt with no restrictions, regardless of the amount of damage, and can remain grandfathered as Residential if damages occur. This is a hardship to the owner or any owner because it limits Buyers from obtaining a mortgage on the home.
- B.** This home has always been used for residential purposes. It neighbors one other residential property. There are currently no Commercial Buildings in the area or building of any kind taking place. If anything, this house now improves the appearance of the area due to being renovated/updated.
- C.** The rebuilding restrictions in place for the property were unknown to both parties until the Applicant applied for a loan and the Mortgage Company received the Appraisal Report and letter from the City of Gautier Planning Department outlining the restrictions. The proposed Special Exception is simply a requirement for the Mortgage Company to approve the loan, not a result of any action of the Applicant.

82300024.000 MORGAN'S REAL ESTATE AND

PIDN: 82300024.000

GISP: 774.17-00-0093.00

Owner Information

Percent of Ownership: 100

Name: MORGAN'S REAL ESTATE AND

Name 2: INVESTMENT PROPERTIES LLC

Mailing Address: 4420 RADIO RD
OCEAN SPRINGS MS
39564

Site Address: 6700 OLD HWY 57 GAUTIER

Land Information

Section: 17 Acreage: 0.75

Township: 7

Range: 7

Street Name OLD HWY 57

Value and Tax Information

Total Assessed Value: 16421

Total Appraised Value: 109473

Improvement Value: 101963

Land Value: 7510

Tax Amount: 2428

SQ FT: 1458

Year Built: 1960

Legal Description

Description: COM NW COR SW1/4 NW1/4 SECT 17 E
64.5' S 136.8' TO POB S 171.01
N 85 DEG E 190.9' N 186' S 81 DE
G W 188.5' TO POB DB 2051-465 (9
3 MAP774.17)

Deed Book / Page: 2051 / 465

82300024.000 MORGAN'S REAL ESTATE AND

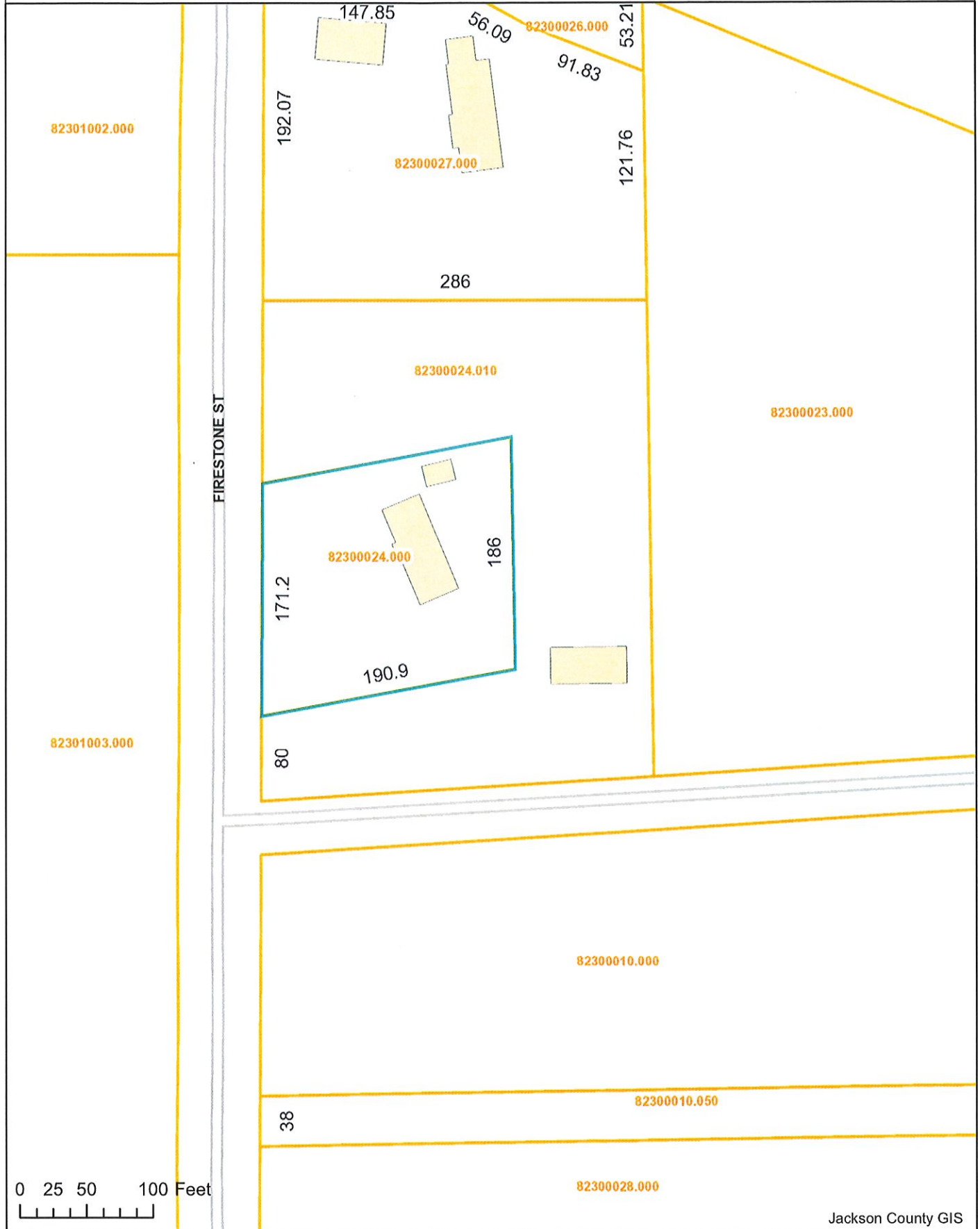


Exhibit A Location Map

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

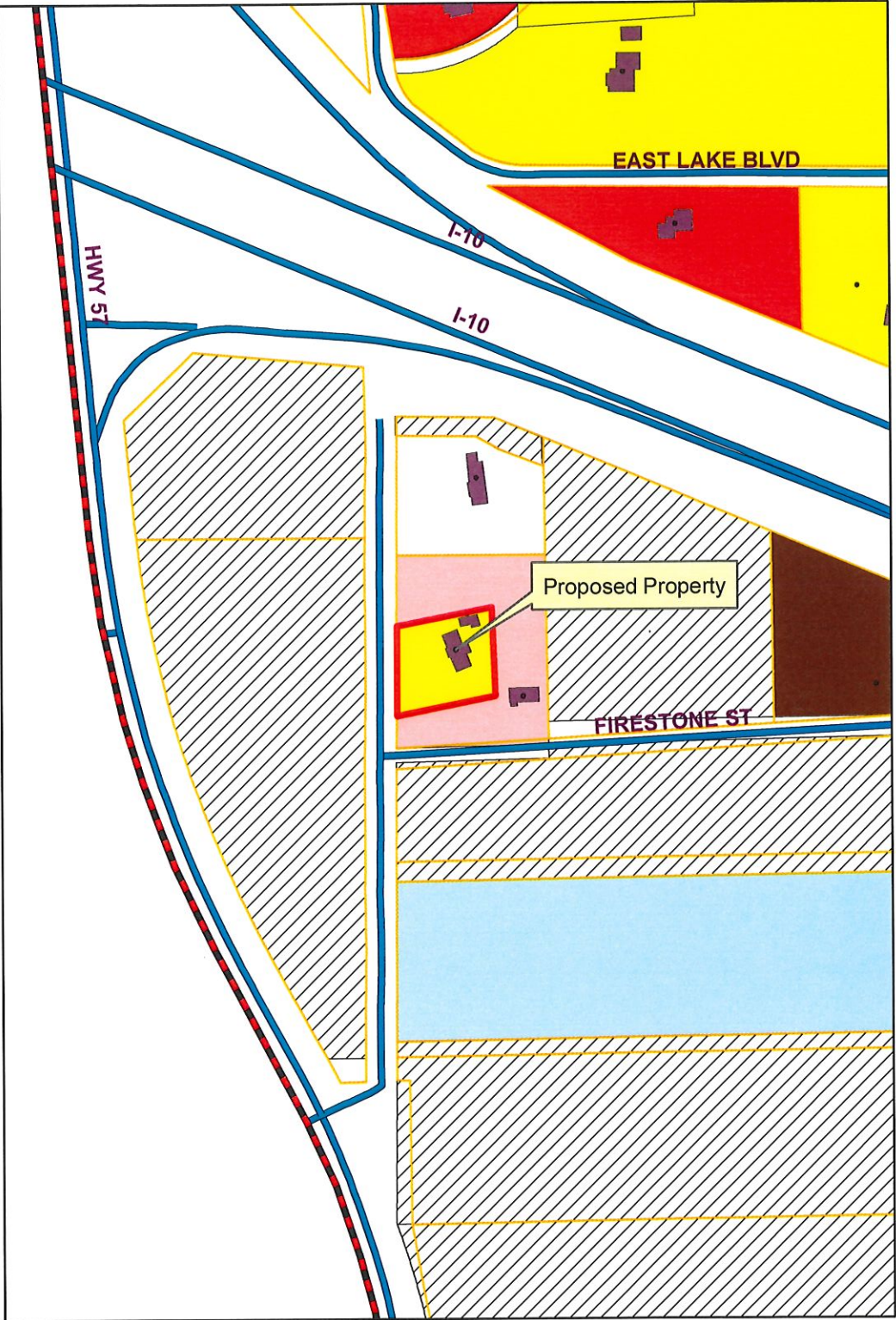


Exhibit D

Future Land-Use

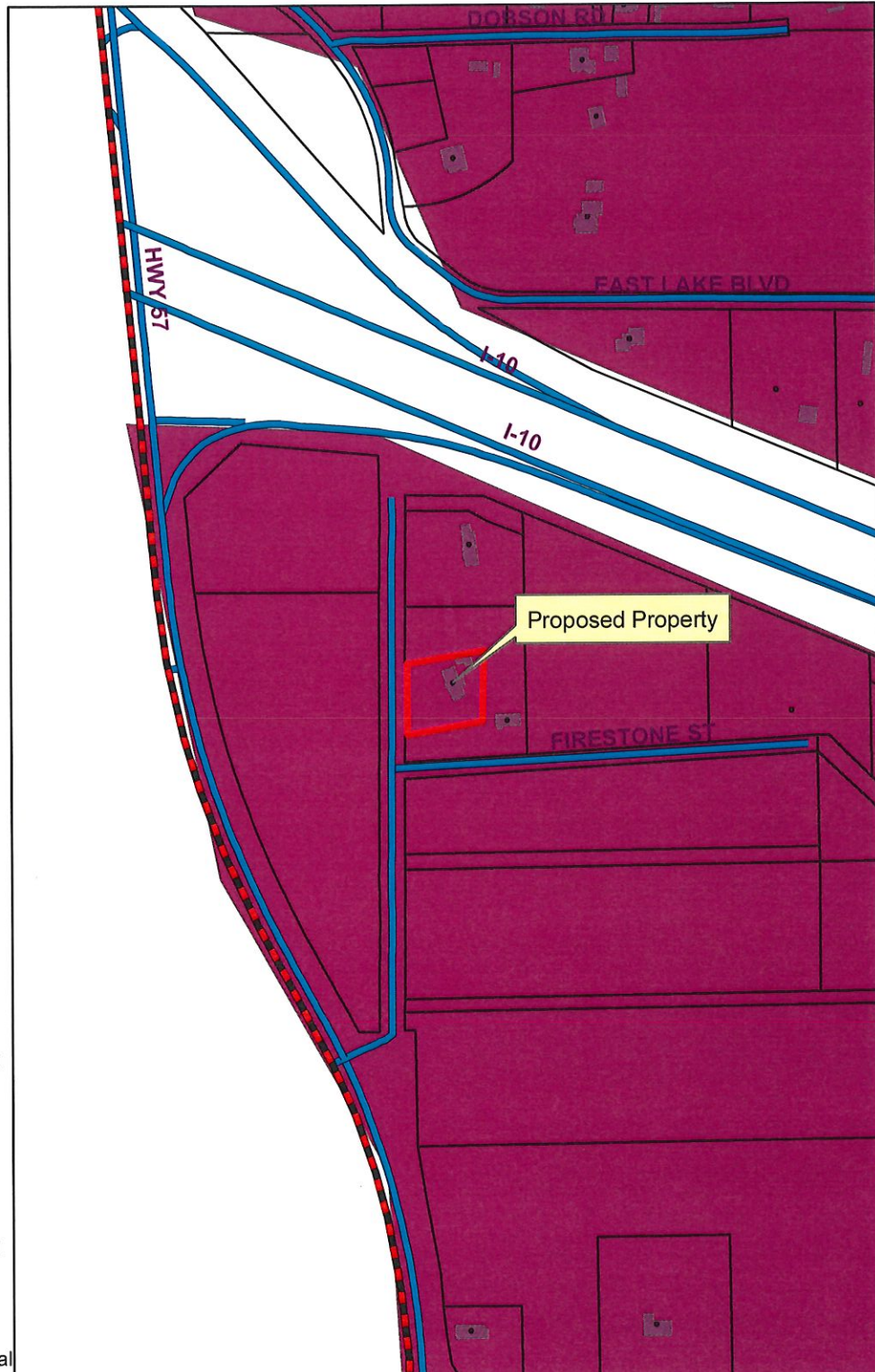
Prepared By:
City of Gautier
Planning Department

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 Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. 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 223-2022

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 Gollott**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITTMAN HOWDESHELL PLLC	223882	10/18/2022	09/29/2022			3,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV:SR MALL PROPERTY		1081	09/30/2022			1,700.00
	001-060-602	PROPERTY APPRAISAL		1081	09/30/2022			2,000.00
001	GAUTIER FAMILY CLINIC LLC	223883	10/18/2022	09/29/2022			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: SIMMONS		09302022	09/30/2022			100.00
	001-100-604	PRE-EMP DRUG SCN: SIMMONS		09302022	09/30/2022			20.00
	001-100-604	PRE-EMP PHYSICAL: PLEASANT		10032022	10/03/2022			100.00
	001-100-604	PRE-EMP DRUG SCN: PLEASANT		10032022	10/03/2022			20.00
001	RELX INC DBA LEXISNEXIS	230003	10/18/2022	10/03/2022			123.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEP 2022 ACCT 4251VNBSY		3094116734	09/30/2022			123.60
001	BUTLER SNOW LLP	230006	10/18/2022	10/03/2022			9,915.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	REDIST SERVS THRU 08/31/22		10352378	09/30/2022			9,915.39
001	DIRECTV LLC	230007	10/18/2022	10/05/2022			168.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (NOV)		10132022	10/14/2022			168.00
001	46 ENTERTAINMENT INC	230008	10/18/2022	10/05/2022			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1544	10/05/2022			6,500.00
001	BORDIS & DANOS PLLC	230009	10/18/2022	10/05/2022			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	OCT 2022 RETAINER		109	10/04/2022			11,250.00
001	POWELL CONSTRUCTION SERVICES INC	230010	10/18/2022	10/05/2022			1,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	SIGNAL REPR: SR ELEM @ GV		4016	10/05/2022			1,700.00
001	ACE DATA STORAGE INC	230020	10/18/2022	10/07/2022			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SEP 2022 SHREDDING SERVICE		87130	10/01/2022			105.00
001	CENTERPOINT ENERGY	230021	10/18/2022	10/07/2022			99.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:8/24-9/26/22		11000885-1	09/30/2022			55.74
	001-161-630	SOUTH FIRE STN:8/24-9/26/22		11000999-0	09/30/2022			43.66
001	JACKSON COUNTY ADULT DETENTION CENTER	230022	10/18/2022	10/07/2022			10,535.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	SEP 2022 ADC CHGS		09302022	10/05/2022			10,535.00

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN Account Number 001-000-300	230023	10/18/2022	10/07/2022			20,796.25	
		Description SEP 2022 COURT ASSESSMENTS		Invoice # 09302022	Date 10/03/2022	P.O.	Amount	20,796.25
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	230024	10/18/2022	10/07/2022			1,367.00	
		Description SEP 2022 SPECIAL ASSESSMENTS		Invoice # 09302022	Date 10/03/2022	P.O.	Amount	1,367.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	230025	10/18/2022	10/07/2022			50.00	
		Description SEP 2022 INTERLOCK FEES		Invoice # 09302022	Date 10/03/2022	P.O.	Amount	50.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC Account Number 001-100-699	230026	10/18/2022	10/07/2022			340.00	
		Description SEP 2022 ACCT 6006920		Invoice # 202209-1	Date 10/01/2022	P.O.	Amount	340.00
001	C SPIRE WIRELESS Account Number 001-100-605 001-100-699	230027	10/18/2022	10/07/2022			955.82	
		Description POLICE CELLS		Invoice # 0032680896	Date 09/12/2022	P.O.	Amount	475.20
		DATA CARDS (14)		0032680896	09/12/2022			480.62
001	RJ YOUNG COMPANY LLC Account Number 001-161-698 001-161-698	230028	10/18/2022	10/07/2022			121.14	
		Description GEMG00-01 RENTAL FEE		Invoice # INV4992763	Date 09/22/2022	P.O.	Amount	113.14
		ADMIN FEE		INV4992763	09/22/2022			8.00
001	SBM REPORTING LLC Account Number 001-090-698	230032	10/18/2022	10/10/2022			175.00	
		Description PLANNING MTG 10/6/22		Invoice # MB1434	Date 10/07/2022	P.O.	Amount	175.00
001	TEC Account Number 001-092-605	230033	10/18/2022	10/10/2022			165.70	
		Description MONTHLY LONG DISTANCE		Invoice # 1057326	Date 10/01/2022	P.O.	Amount	165.70
001	SPARKLIGHT Account Number 001-092-698	230034	10/18/2022	10/10/2022			149.20	
		Description OCT 2022:#107571481		Invoice # 10012022	Date 10/15/2022	P.O.	Amount	149.20
001	FUELMAN Account Number 001-090-525 001-100-525 001-161-525 001-170-525 001-205-525	230036	10/18/2022	10/11/2022			4,404.64	
		Description UNL FUEL		Invoice # NP63072563	Date 10/10/2022	P.O.	Amount	99.72
		UNL&DSL FUEL		NP63072563	10/10/2022			3,181.40
		UNL&DSL FUEL		NP63072563	10/10/2022			760.31
		UNL FUEL		NP63072563	10/10/2022			319.71
		UNL FUEL		NP63072563	10/10/2022			43.50
001	FUELMAN Account Number 001-090-525 001-092-525	230038	10/18/2022	10/11/2022			4,396.27	
		Description UNL FUEL		Invoice # NP63008256	Date 10/03/2022	P.O.	Amount	66.79
		UNL FUEL		NP63008256	10/03/2022			47.58

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	230038	10/18/2022	10/11/2022			4,396.27	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL&DSL FUEL		NP63008256	10/03/2022			3,063.29
	001-161-525	UNL&DSL FUEL		NP63008256	10/03/2022			673.78
	001-170-525	UNL&DSL FUEL		NP63008256	10/03/2022			362.37
	001-205-525	UNL&DSL FUEL		NP63008256	10/03/2022			182.46
001	SINGING RIVER ELECTRIC COOPERATIVE	230040	10/18/2022	10/11/2022			312.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	MARTIN BLUFF FD 58380001		09172022	09/26/2022			248.27
	001-201-629	SIGNAL LIGHTS 17546		09172022	09/26/2022			33.47
	001-092-631	CITY LIMIT SIGN 17546		09172022	09/26/2022			31.05
001	SINGING RIVER ELECTRIC COOPERATIVE	230041	10/18/2022	10/11/2022			862.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		09192022	09/28/2022			286.28
	001-170-631	BACOT LIGHTS 10137		09192022	09/28/2022			385.41
	001-201-629	SIGNAL LIGHTS 10138		09192022	09/28/2022			120.31
	001-170-631	BACOT SPLASHPAD 103751001		09192022	09/28/2022			26.51
	001-170-631	BACOT UPGRADES 11373001		09192022	09/28/2022			43.97
001	SINGING RIVER ELECTRIC COOPERATIVE	230042	10/18/2022	10/11/2022			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT 114484001		09192022	09/28/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	230043	10/18/2022	10/11/2022			893.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		09182022	09/27/2022			33.57
	001-201-633	DOLPHIN ST 94988002		09182022	09/27/2022			54.07
	001-201-633	DOLPHIN ST 94989002		09182022	09/27/2022			64.46
	001-201-633	DOLPHIN ST 94990002		09182022	09/27/2022			626.88
	001-201-633	WM PAYNE 100245001		09182022	09/27/2022			65.47
	001-201-633	WM PAYNE 100244003		09182022	09/27/2022			49.12
001	SINGING RIVER ELECTRIC COOPERATIVE	230044	10/18/2022	10/11/2022			204.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		09182022	09/27/2022			126.02
	001-170-631	FITNESS TRAIL 109268001		09182022	09/27/2022			28.04
	001-170-631	ROUNDAABOUT 102311004		09182022	09/27/2022			25.00
	001-170-631	SRM VENUE 104312008		09182022	09/27/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	230045	10/18/2022	10/11/2022			2,927.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		09182022	09/27/2022			2,118.31
	001-201-629	SIGNAL LIGHTS 89113001		09182022	09/27/2022			60.93
	001-170-631	CITY PARK RESTRMS 89912001		09182022	09/27/2022			341.78
	001-201-633	STREET LIGHTS 90345002		09182022	09/27/2022			169.42
	001-092-631	RECORDS BLDG 90790001		09182022	09/27/2022			149.53
	001-170-631	FRAZIER RESTRMS 98546001		09182022	09/27/2022			87.26

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	230046	10/18/2022	10/11/2022			9,712.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		09182022	09/27/2022			6,693.54
	001-201-629	SIGNAL LIGHTS 10054		09182022	09/27/2022			642.98
	001-092-631	CITY HALL 10054		09182022	09/27/2022			927.95
	001-170-631	FRAZIER PARK 10054		09182022	09/27/2022			54.03
	001-170-631	SENIOR BLDG 10054		09182022	09/27/2022			377.59
	001-161-631	CENTRAL FD 10054		09182022	09/27/2022			469.65
	001-170-631	CITY PARK 10054		09182022	09/27/2022			140.67
	001-092-631	PUBLIC WORKS 10054		09182022	09/27/2022			369.34
	001-092-631	HWY 90 SIGN 10054		09182022	09/27/2022			36.71
001	COG ENTERPRISE FUND	230051	10/18/2022	10/11/2022			185,888.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR DEQ WIRE: FUND 360		10112022	10/11/2022			185,888.81
001	CHASITY MCLENDON	230052	10/18/2022	10/11/2022			58.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM REIMB: TAC CLASS		09112022	09/15/2022			58.04
001	CREDIT CARD CENTER	230054	10/18/2022	10/11/2022			595.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	HOTEL 5 NTS: MCLENDON,C		09112022	09/16/2022			595.00
001	DEPT PUBLIC SAFETY	230055	10/18/2022	10/11/2022			360.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (AUG 2022)		90121035	08/03/2022			60.00
	001-100-699	ANALYTICAL FEES (SEP 2022)		90123473	10/05/2022			300.00
001	STEINER SAW & MOWER	230056	10/18/2022	10/11/2022			376.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SAW BLADE(2); BLADE KIT(2)		15845	07/21/2022			90.00
	001-170-639	MS250 CARB(3); 18" CHAIN(3)		262812	08/23/2022			177.00
	001-170-639	AIR FILTER(3); 15LD 105		262812	08/23/2022			95.00
	001-170-639	6PK - 2 GALLON OIL		262812	08/23/2022			14.00
001	CARDMEMBER SERVICES	230057	10/18/2022	10/11/2022			408.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	SUPPLIES: HALLOWEEN EVENT		09152022	09/16/2022			38.75
	001-170-511	SUPPLIES: SENIOR ACTIVITIES		09152022	09/16/2022			45.01
	001-170-513	SUPPLIES: HALLOWEEN EVENT		09152022	09/16/2022			122.92
	001-090-535	PLANNING: SHIRTS(5) HATS(2)		09202022	09/21/2022			51.76
	001-092-606	ONEWAY APP: SEP 2022		09022022	09/06/2022			75.00
	001-092-606	ONEWAY APP: OCT 2022		10022022	10/03/2022			75.00
001	RJ YOUNG COMPANY LLC	230061	10/18/2022	10/11/2022			93.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE COPY FEE		INV5015506	10/05/2022			38.00
	001-100-699	RICOH IM C2500:BASE COPY FEE		INV5015506	10/05/2022			37.55
	001-100-699	RICOH IM C2500 USAGE:B/W		INV5015506	10/05/2022			5.83

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	230061	10/18/2022	10/11/2022			93.59	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	RICOH IM C2500 USAGE:COLOR		INV5015506	10/05/2022		12.21	
001	AUTO TRUCK AND TRAILER PARTS INC	230065	10/18/2022	10/11/2022			684.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	MILTON; COUPLER; FUNNEL		300592	09/12/2022		36.57	
	001-161-639	ANTIFREEZE;COOLANT TRMT;RAGS		300977	09/27/2022		68.11	
	001-205-559	RAGS		300976	09/27/2022		29.60	
	001-100-638	CONTROL ARM(2); RAGS		300978	09/27/2022		159.13	
	001-100-638	CONTROL ARM(2); WASHER FLUID		300979	09/27/2022		198.83	
	001-100-638	ANTIFREEZE GAL (12)		300980	09/27/2022		192.00	
001	BELL AUTO PARTS INC	230067	10/18/2022	10/11/2022			63.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	BLADE BOLT 109-9220 (10)		D059408	09/23/2022		63.50	
001	LOWES HOME CENTERS INC	230069	10/18/2022	10/11/2022			3,425.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	P TRAP; SJ WING NUT;BALLAST		901255	08/25/2022		42.22	
	001-170-635	CHROME SINK FAUCET HANDLES		902475	08/26/2022		13.29	
	001-205-560	10.5 OZ LEXEL CAULK (2)		902474	08/26/2022		20.48	
	001-205-560	GLV STEEL VENT & PIPE FLASHING		902498	08/26/2022		24.69	
	001-170-559	4PK MASTER LOCK PADLOCK (2)		902496	08/26/2022		47.46	
	001-161-559	6 OUTLET POWER STRIP 10'		902649	08/27/2022		15.85	
	001-170-559	PVC TUBING;ALGACIDE:SPLASHPAD		902031	08/29/2022		44.08	
	001-161-635	MINERAL SPIRITS; PAINT: CFD		916215	08/29/2022		32.27	
	001-090-559	GOO GONE; STLS WIRE BRUSH		902182	08/29/2022		7.76	
	001-161-510	RCP ANGLE BROOM		902434	08/30/2022		10.91	
	001-170-634	2-8-8 TRTD #2 PRIME (2)		902777	08/31/2022		20.08	
	001-170-634	2-6-16 TRTD #2 PRIME		902777	08/31/2022		14.23	
	001-170-634	2-2-42 BALUSTR ANGLD BTH ENDS		902777	08/31/2022		26.88	
	001-170-639	WTR HOSE FITTINGS		902697	08/31/2022		4.62	
	001-170-559	4'X 100' CONTR FENCE (5)		901196	09/01/2022		170.90	
	001-161-635	PAINTING SUPPLIES: CFD		909800	09/01/2022		54.67	
	001-161-559	AIR FILTER 3PK		909800	09/01/2022		11.37	
	001-170-559	4'X 100' CONTR FENCE (4)		901183	09/01/2022		136.72	
	001-170-559	5' 14 GA U-POST (20)		901183	09/01/2022		151.60	
	001-170-559	100 CNT CABLE TIES (2)		901183	09/01/2022		32.28	
	001-170-559	18.3 FRIGIDAIRE FFTR1814WW		901793	09/01/2022		645.05	
	001-170-634	GFCI COVER (6): BACOT		901598	09/06/2022		24.12	
	001-090-559	20' CORD REEL 3 OUTLETS		901726	09/06/2022		28.49	
	001-090-559	50PK 20LB PICTURE HOOKS		901558	09/06/2022		5.59	
	001-205-559	PAINTERS TAPE;TYVEK COVERALL		901635	09/06/2022		21.34	
	001-205-560	GE 32W T8 LED 20 CNT		901358	09/12/2022		47.49	
	001-170-577	FIELD PAINT: BACOT (4)		901623	09/12/2022		37.92	
	001-170-559	AP WORK GLOVE;NITRILE GLOVES		901334	09/12/2022		31.22	
	001-170-577	FIELD PAINT: BACOT (15)		901425	09/12/2022		142.20	
	001-161-635	PAINTING SUPPLIES: CFD		918166	09/13/2022		83.28	
	001-092-510	1LB SHOCK XTRA BLUE (2)		901792	09/13/2022		14.22	
	001-161-559	SATIN BLACK SPRAY PAINT		902262	09/14/2022		7.59	
	001-170-559	GAL BAR OIL; ALGACIDE		901004	09/14/2022		41.29	
	001-170-634	MADERA UNIV BOWL TOILET (3)		981561	09/14/2022		426.06	

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	230069	10/18/2022	10/11/2022			3,425.41	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	REGAL XL TOILET (2)		981561	09/14/2022			245.10
	001-170-559	DUPL KEYS (4)		902268	09/14/2022			12.44
	001-170-559	MOTH BALLS (2)		901081	09/15/2022			14.22
	001-170-634	REPR RESERVATION BOX: BACOT		901213	09/19/2022			56.95
	001-170-634	REPR SWING SET: BOB HAYES PK		901213	09/19/2022			2.26
	001-170-634	CONCRETE BLOCK (8): FRASIER		902855	09/20/2022			65.92
	001-170-634	BERMUDA SEED 40LB (2):FRASIER		902853	09/20/2022			123.46
	001-170-634	2-4-12 TRTD #2 PRM(8):FRASIER		902997	09/21/2022			107.76
	001-170-634	2-6-12 TRTD #2 PRM(3):FRASIER		902997	09/21/2022			30.15
	001-170-634	FBRGLASS INSULATION 87.18 SQFT		901913	09/22/2022			65.53
	001-170-634	2-4-12 TRTD #2 PRM(4):FRASIER		901913	09/22/2022			53.88
	001-170-634	4'X8'PLYWD SHEET(5):FRASIER		901913	09/22/2022			122.20
	001-092-510	32OZ CLOROX GREEN ALGAE(2)		901312	09/23/2022			37.96
	001-161-559	MINI PAINT ROLLERS (2)		902367	09/23/2022			13.76
	001-161-559	RCA PHONE WIRE COUPLER (2)		902367	09/23/2022			11.42
	001-161-559	25' PHONE CORD W/ ENDS (3)		902367	09/23/2022			24.18
001	AIRGAS USA LLC	230073	10/18/2022	10/11/2022			269.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9991715793	09/30/2022			269.27
001	OCCUPATIONAL HEALTH CENTER INC	230074	10/18/2022	10/11/2022			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP DRUG SCRIN: LINDSEY,J		294051	10/06/2022			35.00
	001-022-604	PRE-EMP PHYSICAL: LINDSEY,J		294051	10/06/2022			75.00
001	JACKSON COUNTY BOARD OF SUPERVISORS	230075	10/18/2022	10/11/2022			3,420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	TAX SALE-SCHOOL DIST(684)		33	10/11/2022			3,420.00
001	PIERRE COLLINS	230077	10/18/2022	10/12/2022			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/10/2022		10102022	10/12/2022			70.00
	001-170-502	REFEREE 10/11/2022		10112022	10/12/2022			35.00
001	DAVID WASHINGTON	230084	10/18/2022	10/12/2022			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/04/2022		10042022	10/12/2022			35.00
	001-170-502	REFEREE 10/10/2022		10102022	10/12/2022			70.00
	001-170-502	REFEREE 10/11/2022		10112022	10/12/2022			70.00
001	HUNTER WILLIAMS	230085	10/18/2022	10/12/2022			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/04/2022		10042022	10/12/2022			35.00
	001-170-502	REFEREE 10/11/2022		10112022	10/12/2022			70.00
001	KEITH ELIJAH SMITH	230086	10/18/2022	10/12/2022			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 10/11/2022		10112022	10/12/2022			70.00

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADVANCE AUTO PARTS	230087	10/18/2022	10/12/2022			120.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	CAR WASH DP CRYSTAL (4)		1403220641	07/25/2022			27.56
	001-161-638	DIESEL EXHAUST FLUID: C #33		1403222942	08/17/2022			21.43
	001-161-638	HALOGEN HEADLAMP: ENG #5		1403222668	08/14/2022			13.99
	001-161-638	DIESEL EXHAUST FLUID		1403222442	08/12/2022			21.43
	001-161-638	WNDW TINT KIT & TOOL: NFD		1403224238	08/30/2022			26.02
	001-161-559	4PK C BATTERY: SFD		1403225869	09/15/2022			10.38
001	SPARKLIGHT	230092	10/18/2022	10/12/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2022:#107718371		10012022	10/08/2022			127.95
001	SPARKLIGHT	230093	10/18/2022	10/12/2022			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2022:CABLE BOX#118476316		10012022	10/08/2022			62.38
001	O'REILLY AUTO PARTS	230094	10/18/2022	10/12/2022			2,278.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	WIPER BLADE (2): 2018 EXPLR		1978260567	08/29/2022			15.98
	001-100-570	A/C SEAL KT;BLWR MTR: #12405		1978260571	08/29/2022			107.60
	001-100-570	AXLE GASKT;GEAR OIL&ADD: ACO		1978260793	08/31/2022			46.43
	001-161-638	FUEL FILTER (2): ENG 4		1978260794	08/31/2022			52.50
	001-100-570	GEAR OIL: ACO		1978260809	08/31/2022			16.99
	001-100-570	WIPER BLADE (2)		1978261236	09/03/2022			25.58
	001-100-570	WIPER BLADE (2)		1978261234	09/03/2022			25.58
	001-100-570	BELT; IDLER PULLEY(2): CV 60		1978261452	09/06/2022			64.49
	001-161-638	SENDER; FUEL SENDER: ENG 4		1978261735	09/09/2022			106.98
	001-100-570	CABN FLTR;WIPR BLD(3):BK EXPLR		1978261752	09/09/2022			54.98
	001-100-570	WIPER BLADE (2): U# 10		1978261759	09/09/2022			25.58
	001-100-570	FREON-LEAK SEAL(2); FREON DYE		1978261829	09/09/2022			62.97
	001-205-570	HEADLAMP BULB: MAINT 36383		1978262045	09/12/2022			16.82
	001-100-570	OIL SENDING UNIT: 12400 CHGR		1978262064	09/12/2022			35.17
	001-161-638	RTN CR: FUEL SENDER ENG 4		1978262065	09/12/2022			-61.99
	001-161-638	GAL MOTOR OIL: ENG 2		1978262078	09/12/2022			14.99
	001-161-639	QT 2 CYC OIL (2): NFD EQUIP		1978262078	09/12/2022			19.98
	001-161-559	ABSORBER: NFD		1978262078	09/12/2022			13.99
	001-161-638	AC SEAL KIT; FREON: 08409		1978262152	09/13/2022			46.68
	001-161-638	DIESEL TREATMENT: ENG 4		1978262152	09/13/2022			19.99
	001-100-570	BATTERY: # 10724		1978262172	09/13/2022			152.91
	001-100-570	EVAP PURGE SOLENOID: # 34		1978262352	09/15/2022			48.70
	001-100-570	DISC PAD SET: CV 14403		1978262387	09/15/2022			37.45
	001-100-570	TURN ROTORS (2): CV 14403		1978262387	09/15/2022			40.00
	001-161-638	BLUE DEF 2.5GAL(2);MTR OIL GAL		1978262800	09/19/2022			58.97
	001-100-570	PVC VALVE: 2013 FORD F150		1978262826	09/19/2022			28.94
	001-100-570	FUNNEL;GAS ADDITIVE(2): ACO		1978262845	09/19/2022			10.87
	001-100-570	REAR MN SEAL STOPLK: 14435		1978262845	09/19/2022			13.99
	001-100-570	CASE WIX OIL FILTER: CHARGERS		1978262924	09/20/2022			27.97
	001-205-559	FLAIR TOOL: SHOP		1978263100	09/21/2022			29.99
	001-170-638	PVF BRK LINE: # 12744		1978263100	09/21/2022			7.34

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	230094	10/18/2022	10/12/2022			2,278.62	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	FREON (30: # 12405	1978263101	09/21/2022			32.97	
	001-170-639	BATTERY: TRACTOR	1978263202	09/22/2022			115.26	
	001-205-570	WSHIELD WASHER NOZZLE: 17634	1978263221	09/22/2022			8.69	
	001-205-559	14OZ BRK CLEARNER (12): SHOP	1978263221	09/22/2022			38.28	
	001-100-570	BELT TENSIONER: 19414 F150	1978263287	09/23/2022			40.95	
	001-170-638	BATTERY: 2019 F350	1978263621	09/26/2022			156.02	
	001-100-570	BATTERY (2): PD HWT TRUCK	1978263694	09/26/2022			320.86	
	001-100-570	MICRO V BELT: 19414 F150	1978263746	09/27/2022			35.14	
	001-100-570	PCV VALVE: 12405 CHARGER	1978263746	09/27/2022			27.07	
	001-161-638	STR SHAFT UJOINT (2): ENG 4	1978263925	09/28/2022			37.78	
	001-205-570	BATTERY (2): 17634 F250	1978263926	09/28/2022			297.18	
001	MAGNOLIA DATA SOLUTIONS LLC	230097	10/18/2022	10/12/2022			725.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	ELECTRONIC WASTE DISPOSAL	32721	10/11/2022			725.00	
001	SPARKLIGHT	230098	10/18/2022	10/12/2022			86.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	OCT 2022: SR BLDG #120793682	10012022	10/15/2022			86.76	
001	ALABAMA MEDIA GROUP	230099	10/18/2022	10/12/2022			2,939.84	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	AD: REQ FOR HPC NOMINATIONS	0010448002	09/25/2022	221371		14.28	
	001-040-615	PUBLISH: ORD 265-2022	0010449286	09/23/2022	221377		10.56	
	001-040-615	PUBLISH: FY23 BUDGET	0010447080	09/25/2022	221372		2,633.00	
	001-040-615	PUBLISH: FY22 FINAL AMENDMTS	0010449863	09/28/2022			282.00	
001	GALLS LLC	230100	10/18/2022	10/12/2022			143.39	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	87V HOOK LINED DUTY BELT 34"	022309812	10/05/2022	221395		81.40	
	001-100-535	WOMEN TACLITE PRO PANT 6R	022309812	10/05/2022	221395		51.04	
	001-100-535	SHIPPING	022309812	10/05/2022	221395		10.95	
001	CAN'T MISS EMBROIDERY	230101	10/18/2022	10/12/2022			285.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-535	EMBRDR SQ LOGO (9): PULLOVERS	27407	09/28/2022	221387		58.50	
	001-090-535	EMBRDR SQ LOGO (18): SHIRTS	27407	09/28/2022	221387		117.00	
	001-090-535	CAPS W/ ROUND LOGO (3)	27407	09/28/2022	221387		30.00	
	001-090-535	DIGITIZE NEW LOGO ROUND (2)	27407	09/28/2022	221387		80.00	
001	MID SOUTH UNIFORM & SUPPLY INC	230102	10/18/2022	10/12/2022			461.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	20" CLIP ON TIE (4)	632362	09/20/2022	221364		23.92	
	001-100-535	SENTRY 909 PANT (3)	632362	09/20/2022	221364		164.13	
	001-100-535	SS FLEXRSKIN SHIRT NAVY (3)	632362	09/20/2022	221364		206.25	
	001-100-535	SENTRY LS SHIRT NAVY	632362	09/20/2022	221364		59.36	
	001-100-535	SEW ON PATCH (8)	632362	09/20/2022	221364		8.00	

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	230103	10/18/2022	10/12/2022			1,805.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FO 1021-I-II: GERMANY,K		29763	10/04/2022	220270		175.00
	001-161-681	FO 1021-I-II: MCCLURE,M		29758	10/04/2022	220270		175.00
	001-161-681	FO 1021-I-II: LINTON,J		29763	10/04/2022	220277		175.00
	001-161-681	FIRE INV 1033: HILL,J		29789	10/05/2022	220438		640.00
	001-161-681	FIRE INV 1033: GRAHAM,J		29789	10/05/2022	220438		640.00
001	BELL AUTO PARTS INC	230104	10/18/2022	10/12/2022			195.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SHAFT 116-3341		D059397	09/21/2022	221368		67.85
	001-170-639	SPINDLE 116-3344		D059397	09/21/2022	221368		127.19
001	SHERWIN-WILLIAMS COMPANY	230106	10/18/2022	10/12/2022			234.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	FIELD PAINT WHT 20-OZ (24)		4507-2	09/23/2022	221374		234.96
001	PASCAGOULA TIRE & SERVICE INC	230108	10/18/2022	10/12/2022			751.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	FS TRANSFORCE(4): F250 63284		106390	09/13/2022	221279		543.68
	001-170-638	INSTALLATION PACKAGE		106390	09/13/2022	221279		84.00
	001-100-638	BAL TIRE: 2018 CHGR 92458		106338	09/09/2022			43.99
	001-100-638	ALIGNMENT: 2018 CHGR 22405		106729	09/28/2022			79.99
001	O'REILLY AUTO PARTS	230110	10/18/2022	10/12/2022			8,247.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-702	AVTEL MS909 DIAGNOSTIC TABLET		1978260667	08/30/2022	221263		3,799.00
	001-205-698	REMOVE AUTO LIFT (2)		1978260679	08/30/2022	220654		1,448.00
	001-205-702	NEW LIFT INSTALLATION (2)		1978260678	08/30/2022	221264		3,000.00
001	SUN HERALD	230111	10/18/2022	10/12/2022			1,745.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	NOTICE: PUBL BUDGET HEARING		1097807	09/24/2022	221254		300.00
	001-040-615	NOTICE: FY21 AUDIT REPORT		1097970	08/24/2022	221254		90.00
	001-040-615	NOTICE: PUBL BUDGET HEARING		1097808	08/28/2022	221254		300.00
	001-040-615	NOTICE: FY21 AUDIT REPORT		1097971	08/28/2022	221254		93.00
	001-040-615	BID AD: G-V WW SYS UPGRADES		298412	08/12/2022	221159		213.54
	001-040-615	NOTICE: PUBL BUDGET HEARING		1097809	09/04/2022	221254		303.00
	001-040-500	NOTICE: FY23 ADVAL TAX LEVY		1137888	09/18/2022	221354		150.00
	001-040-615	NOTICE: FY22 SOLID WASTE FUND		1151746	09/28/2022	221386		150.00
	001-040-615	BID AD: TC AMPHITHEATER		317403	09/23/2022	221341		145.56
001	SPORTABOUT	230113	10/18/2022	10/12/2022			54.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	3 POST TROPHY (CRUISIN)		9882	09/29/2022	221373		54.00
001	REEVES COMPANY INC	230114	10/18/2022	10/12/2022			31.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	#YDGOLD NAME PIN		455866	09/21/2022	221365		14.36
	001-100-535	#69 SERVING SINCE PIN		455866	09/21/2022	221365		12.06

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REEVES COMPANY INC	230114	10/18/2022	10/12/2022			31.39	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	POSTAGE		455866	09/21/2022	221365		4.97
001	R TEE HUT LLC	230117	10/18/2022	10/12/2022			187.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SWEATPANT SM NAVY (3)		001635	09/08/2022	221330		45.00
	001-100-535	SWEATSHIRT SM NAVY (3)		001635	09/08/2022	221330		42.00
	001-100-535	PERFORMANCE SHORT SM NAVY (4)		001635	09/08/2022	221330		44.00
	001-100-535	GILDAN GOLD TEE SM NAVY (8)		001635	09/08/2022	221330		56.00
001	AMAZON CAPITAL SERVICE	230118	10/18/2022	10/12/2022			622.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	100CT CLR 13X15 PLASTIC BAG		1VTWHLK34L	09/26/2022	221385		19.69
	001-090-559	2 PK EZ PIK GRABBER 40" (2)		1VTWHLK34L	09/26/2022	221385		62.66
	001-205-559	STL OVERCAB TRUCK RACK		1VTWHLK34L	09/26/2022	221385		365.74
	001-205-559	JUMBO ROLL DISPENSER		1VTWHLK34L	09/26/2022	221385		45.71
	001-205-570	HEADLAMP ASSY: SILVERADO		1Q9FG4W6TN	09/28/2022	221399		99.99
	001-170-559	4 DIGIT COMBO LOCK 20 PC		1R4MY9D6KH	09/28/2022	221400		28.99
001	AGJ SYSTEMS & NETWORKS INC	230119	10/18/2022	10/12/2022			44.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	8GB RAM MEMORY		99223	09/29/2022	221394		44.20
001	IMAGINATION STATION TOY SHOPPE	230120	10/18/2022	10/12/2022			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	TRAIN RIDE RENTAL: CRUISIN		0001	09/29/2022	221407		450.00
001	PASCAGOULA SUPPLY LLC	230123	10/18/2022	10/12/2022			45.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	20X24X1 A/C FILTER (12)		161	10/10/2022	221402		45.00
001	MOTOROLA INC	230124	10/18/2022	10/12/2022			10,904.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-799	APX4500 ENH MOBILE RADIO(4)		8281481858	10/06/2022	221100		10,904.40
001	J H WRIGHT & ASSOCIATES INC	230125	10/18/2022	10/12/2022			1,646.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	KEE-KG2SL-2401 GRINDER PUMP		446280	09/29/2022	221398		1,118.00
	001-170-702	KEEN SIMPLEX CONTROL PANEL		446280	09/29/2022	221398		423.00
	001-170-702	ANCHOR SM30N0 T-S CNTRL FLT		446280	09/29/2022	221398		105.00
001	SINGING RIVER PAINT & BODY	230139	10/18/2022	10/17/2022			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-698	INSTL GPD GRAPHICS: U #12740		12740	10/11/2022	221144		300.00
	001-100-698	INSTL GPD GRAPHICS: U #13077		13074	10/11/2022	221142		300.00
	001-100-698	INSTL GPD GRAPHICS: U #13096		13096	10/11/2022	221143		300.00
	001-100-698	INSTL GPD GRAPHICS: U #13634		13634	10/11/2022	221145		300.00
001	WATCHGUARD VIDEO	230140	10/18/2022	10/17/2022			23,380.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-799	RE STD DVR HD CAMERA SYS(4)		8281488882	10/14/2022	220778		19,980.00
	001-100-799	MIKROTIK CONF WIRELESS KIT(4)		8281488882	10/14/2022	220778		800.00

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WATCHGUARD VIDEO	230140	10/18/2022	10/17/2022			23,380.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	WIFI INCAR RADIO BASE BNDL(4)	8281488882	10/14/2022	220778		2,000.00	
	001-100-799	EVIDENCE LIBRARY LIC KEY(4)	8281451567	08/26/2022	220778		600.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	230141	10/18/2022	10/17/2022			244.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	BLAUER 8657T PANT NVY 34	22698	08/25/2022	220900		64.99	
	001-100-535	ARMORSKIN BASESHIRT MED(3)	22698	08/25/2022	220900		149.97	
	001-100-535	SHIPPING	22698	08/25/2022	220900		30.00	
FUND TOTAL	1 Claims	to	Checks	74 Total	347,422.70 Manual	Held	Total	347,422.70

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	ATAC DEFENSE	230121	10/18/2022	10/12/2022			4,076.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	10.5 FORGED 7075 UPPER(10)		3671	10/04/2022	221363		4,076.30
156	GULF STATES DISTRIBUTORS	230138	10/18/2022	10/17/2022			5,830.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	AVON C50 MASK (10)		1429093-IN	10/12/2022	221384		4,590.00
	156-100-799	AVON CTCF50 FILTER 4PK (5)		1429093-IN	10/12/2022	221384		945.00
	156-100-799	FREIGHT		1429093-IN	10/12/2022	221384		295.00
FUND TOTAL 156 Claims	to	Checks	2 Total	9,906.30 Manual		Held		Total 9,906.30

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	230029	10/18/2022	10/07/2022			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	SEP 2022 BOX RENTAL FEE		667260	09/30/2022			50.00
176	SINGING RIVER ELECTRIC COOPERATIVE	230047	10/18/2022	10/11/2022			2,649.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		09192022	09/28/2022			2,111.81
	176-170-631	HOUSE 76855002		09192022	09/28/2022			49.84
	176-170-631	SSP WELCOME CENTER 108928002		09192022	09/28/2022			462.58
	176-170-631	DUMP STATION 109931001		09192022	09/28/2022			25.10
176	CARDMEMBER SERVICES	230058	10/18/2022	10/11/2022			174.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	INVENTORY: SNACKS; PET STOCK		09152022	09/16/2022			18.75
	176-170-541	INVENTORY: SNACKS; CANDY		09152022	09/16/2022			155.32
176	BELL AUTO PARTS INC	230068	10/18/2022	10/11/2022			51.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	PULLEY 109-8076		D059417	09/27/2022			51.93
176	LOWES HOME CENTERS INC	230070	10/18/2022	10/11/2022			294.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	5 GAL KILZ: RANGER MH		902103	08/29/2022			94.05
	176-170-635	CLR MOLD/MILDEW: RANGER MH		902104	08/29/2022			6.26
	176-170-635	DRYWALL 4X8 (8)		901484	09/12/2022			105.44
	176-170-635	DRYWALL ADHESIVE (6)		901484	09/12/2022			31.26
	176-170-559	GFCI RESI OUTLET (3)		902192	09/14/2022			57.24
176	BELL AUTO PARTS INC	230105	10/18/2022	10/12/2022			465.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BEARINGS (10): MOWER		D059362	09/06/2022	221276		179.50
	176-170-639	PULLEY 116-0676N		D059393	09/19/2022	221342		55.11
	176-170-639	FAN KIT 142-3603		D059393	09/19/2022	221342		90.09
	176-170-639	BELT COVER 109-6938		D059393	09/19/2022	221342		73.13
	176-170-639	BELT COVER 116-8190 (2)		D059393	09/19/2022	221342		67.82
176	PASCAGOULA TIRE & SERVICE INC	230109	10/18/2022	10/12/2022			443.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	CARLISLE TRAC CHIEF(2):JDEERE		106667	09/26/2022	221380		379.98
	176-170-639	TIRE DISPOSAL FEE(2)		106667	09/26/2022	221380		9.00
	176-170-639	MOUNT TRACTOR TIRE(2)		106667	09/26/2022	221380		50.00
	176-170-639	SHOP SUPPLIES: J DEERE		106667	09/26/2022	221380		5.00
176	MS MADE SOAP AND CANDLES LLC	230122	10/18/2022	10/12/2022			384.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	SWEET COTTN SEA SALT SOAP(4)		215	10/11/2022	230051		18.00
	176-170-541	SWEET COTTON SOAP (4)		215	10/11/2022	230051		18.00
	176-170-541	POMEGRANATE SOAP (2)		215	10/11/2022	230051		9.00
	176-170-541	KUDZU SOAP (2)		215	10/11/2022	230051		9.00
	176-170-541	MAGNOLIA SOAP (4)		215	10/11/2022	230051		18.00

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	MS MADE SOAP AND CANDLES LLC	230122	10/18/2022	10/12/2022			384.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	CHERRY BLOSSOM SOAP (2)	215	10/11/2022	230051		9.00	
	176-170-541	6OZ PINE TAR SOAP (6)	215	10/11/2022	230051		27.00	
	176-170-541	CANDLE HOT BKD APPLE PIE (4)	215	10/11/2022	230051		44.00	
	176-170-541	CANDLE RED DELICIOUS APPLE(2)	215	10/11/2022	230051		22.00	
	176-170-541	PUMPKIN PIE SPICE CANDLE(2)	215	10/11/2022	230051		22.00	
	176-170-541	MAGNOLIA CANDLE (2)	215	10/11/2022	230051		22.00	
	176-170-541	SWEET COTTON CANDLE (2)	215	10/11/2022	230051		22.00	
	176-170-541	FRESH LINEN CANDLE (2)	215	10/11/2022	230051		22.00	
	176-170-541	LEMON MERINGUE CANDLE (4)	215	10/11/2022	230051		44.00	
	176-170-541	CHERRY BLOSSOM CANDLE (4)	215	10/11/2022	230051		44.00	
	176-170-541	POMEGRANATE CANDLE (2)	215	10/11/2022	230051		22.00	
	176-170-541	2OZ POMEGRANATE RM SPRAY(2)	215	10/11/2022	230051		6.00	
	176-170-541	2OZ CHY BLOSSOM RM SPRAY(2)	215	10/11/2022	230051		6.00	
FUND TOTAL 176 Claims	to	Checks	8 Total	4,513.21	Manual	Held	Total	4,513.21

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL Account Number 303-301-763	230127	10/18/2022	10/13/2022			195.93	
		Description		Invoice #	Date	P.O.	Amount	
		12/21 ERR: CONST MAT TESTING		1160162	10/12/2022			195.93
FUND TOTAL 303 Claims	to	Checks	1 Total	195.93 Manual		Held	Total	195.93

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	230096	10/18/2022	10/12/2022			8,846.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		39873	10/07/2022			8,846.00
FUND TOTAL 355 Claims	to	Checks	1 Total	8,846.00	Manual	Held	Total	8,846.00

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	223880	10/18/2022	09/29/2022			1,102.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMA WIRE: FUND 001		09282022	09/28/2022			1,102.53
400	COG DEPOSITORY ACCOUNT	223881	10/18/2022	09/29/2022			11,286.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMA WIRE: FUND 001		09282022	09/28/2022			11,286.37
400	JACKSON COUNTY UTILITY AUTHORITY	230004	10/18/2022	10/03/2022			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	OCT 2022 TREATMENT CHGS		1898	10/01/2022			238,372.00
400	ANSER	230030	10/18/2022	10/07/2022			512.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 9/28-10/25/22		277-092822	09/28/2022			500.00
	400-650-698	HOLIDAY CHGS		277-092822	09/28/2022			12.00
400	CLEARWATER SOLUTIONS LLC	230031	10/18/2022	10/07/2022			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	OCT 2022 OPERATION FEE		GAUTIER118	10/01/2022			170,690.75
400	FUELMAN	230037	10/18/2022	10/11/2022			281.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63072563	10/10/2022			281.64
400	FUELMAN	230039	10/18/2022	10/11/2022			160.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63008256	10/03/2022			160.51
400	SINGING RIVER ELECTRIC COOPERATIVE	230048	10/18/2022	10/11/2022			3,938.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		09192022	09/28/2022			235.30
	400-651-631	LIFT STATIONS 17883		09192022	09/28/2022			2,216.64
	400-651-631	LIFT STATIONS 17884		09192022	09/28/2022			1,486.49
400	SINGING RIVER ELECTRIC COOPERATIVE	230049	10/18/2022	10/11/2022			5,007.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		09172022	09/26/2022			74.95
	400-651-631	LIFT STATIONS 89702001		09172022	09/26/2022			25.00
	400-651-631	LIFT STATIONS 17881		09172022	09/26/2022			2,445.59
	400-651-631	WATER WELLS 17881		09172022	09/26/2022			2,462.05
400	SINGING RIVER ELECTRIC COOPERATIVE	230050	10/18/2022	10/11/2022			2,979.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	GAU/VAN LFT STN 3305 114260001		09192022	09/28/2022			721.47
	400-651-631	GAUTR/VANC LFT STN 114046001		09182022	09/27/2022			2,258.12

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMERICAN TANK MAINTENANCE LLC	230060	10/18/2022	10/11/2022			34,447.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-669	MAINT CONTRACT: LARK ST		27838	10/01/2022			7,435.00
	400-651-669	MAINT CONTRACT: MALL		27848	10/01/2022			9,141.50
	400-651-669	MAINT CONTRACT: MARTIN BLUFF		27858	10/01/2022			6,899.50
	400-651-669	MAINT CONTRACT: CENTRAL STN		27868	10/01/2022			10,015.50
	400-651-669	MAINT CONTRACT: HWY 57		27878	10/01/2022			956.00
400	ARISTA INFORMATION SYSTEMS INC	230062	10/18/2022	10/11/2022			4,383.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2022 PRINTING 2067001		0006256	09/30/2022			1,153.55
	400-650-698	SEP 2022 POSTAGE 2067001		0006256	09/30/2022			3,229.69
400	COGENT STRATEGIES LLC	230063	10/18/2022	10/11/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 10/6-11/5/22		2824	10/07/2022			7,500.00
400	COAST CHLORINATOR & PUMP CO INC	230064	10/18/2022	10/11/2022			1,653.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	BOOSTER PUMP 20GPM 115/230V		74921	10/07/2022			1,653.60
400	SINGING RIVER ELECTRIC COOPERATIVE	230066	10/18/2022	10/11/2022			9,209.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		09182022	09/27/2022			45.00
	400-651-631	LIFT SATAIONS 17882		09182022	09/27/2022			2,483.60
	400-651-631	WATER WELLS 17882		09182022	09/27/2022			3,980.37
	400-651-631	CITY HALL SOUTH 17882		09182022	09/27/2022			2,700.32
400	LOWES HOME CENTERS INC	230071	10/18/2022	10/11/2022			291.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	QK 20LB WTR STOP CEMENT(2)		902126	08/29/2022			37.40
	400-651-683	QK 20LB WTR STOP CEMENT(4)		902075	08/29/2022			74.76
	400-650-586	3M RIGID HVAC FOIL TAPE		902235	08/29/2022			19.94
	400-651-683	QK 10LB WTR STOP CEMENT(5)		901518	09/06/2022			73.50
	400-651-683	60LB TYPE N MORTAR MIX (3)		901518	09/06/2022			19.35
	400-650-559	SCEWDRIVER(4);BLUE PNT(2)		918331	09/22/2022			23.25
	400-650-559	WD-40 8OZ (4); PROJ BRUSH(2)		918331	09/22/2022			43.61
400	MISSION COMMUNICATIONS LLC	230072	10/18/2022	10/11/2022			3,594.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: DOLPHIN LS		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: HOLIDAY LS		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: CAMPBELL LS		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: SEACLIFF LS		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: HWY 90 NELSON LS		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: LAKEWOOD WEST		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: GUILLOTTEVILLE		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: HOYT		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: BARRACUDA		1069512	10/06/2022			359.40
	400-651-698	RENEWAL: FRENCHMAN		1069512	10/06/2022			359.40

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	230088	10/18/2022	10/12/2022			1,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	4 CY TOPSOIL: PAT DR		31465	10/04/2022			60.00
	400-651-683	12 TNS RAP: BOULDER		31465	10/04/2022			480.00
	400-651-683	4 CY TOPSOIL: PAT DR		31465	10/04/2022			60.00
	400-651-683	4 CY TOPSOIL: AUBIN		31465	10/04/2022			60.00
	400-651-683	4 TNS RAP: AUBIN		31465	10/04/2022			160.00
	400-651-683	40CY FILL DIRT: CAMINO GRANDE		31465	10/04/2022			400.00
	400-651-683	8 CY RAP: CROSSINGS/HOMESTEAD		31465	10/04/2022			320.00
	400-651-683	8 CY FILL DIRT: OLD SHELL		31465	10/04/2022			80.00
	400-651-585	4 CY TOP SOIL: SEWER WORK		31465	10/04/2022			100.00
	400-651-585	4 CY FILL DIRT: DOLPHIN		31465	10/04/2022			40.00
	400-651-585	4 CY FILL DIRT: DOLPHIN		31465	10/04/2022			40.00
400	O'REILLY AUTO PARTS	230095	10/18/2022	10/12/2022			491.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	OIL CHG SUPPLIES: R-1; R-2		1978261453	09/06/2022			143.36
	400-650-638	PWR WINDOW SWITCH (2): R-2		1978263098	09/21/2022			212.76
	400-650-638	BATTERY: R-2 (06750)		1978263155	09/22/2022			135.74
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	230107	10/18/2022	10/12/2022			295.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	BC590 CAPACITOR(20): LS SPARES		45737	10/06/2022	221359		295.00
400	G & O SUPPLY CO, INC	230112	10/18/2022	10/12/2022			223.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	24" SPLIT CPLG (3): P GEORGE		G15197	10/06/2022	230025		223.20
400	MUSCO-GULFPORT 1227	230115	10/18/2022	10/12/2022			530.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	1" 452 BB ME8 SG METER(2)		0724122-1	06/23/2022	220165		530.00
400	BMW PUMP & EQUIPMENT LLC	230116	10/18/2022	10/12/2022			4,030.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REWIND ELEC MOTOR: WWOOD LS		0122565	09/30/2022	221357		1,410.00
	400-651-584	MACHINE WORK: M# 4SD52H1BA		0122565	09/30/2022	221357		605.00
	400-651-584	REWIND ELEC MOTOR: WWOOD LS		0122566	09/30/2022	221361		1,410.00
	400-651-584	MACH WORK: GOULDS 4SD52H173A		0122566	09/30/2022	221361		605.00
400	J H WRIGHT & ASSOCIATES INC	230126	10/18/2022	10/12/2022			1,220.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	MISSION CP625 MAIN BOARD(3)		446140	09/23/2022	221360		1,200.00
	400-651-767	SHIPPING: SCADA SPARES		446140	09/23/2022	221360		20.00
400	GULF COAST FENCE COMPANY INC	230128	10/18/2022	10/13/2022			5,330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-712	SHADOW BOX PRIVACY FENCE: HOND		36806	10/12/2022	221146		5,330.00
FUND TOTAL 400 Claims		to	Checks	25 Total	509,330.91	Manual	Held	Total 509,330.91

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	230053	10/18/2022	10/11/2022			107,695.17	
		Description		Invoice #	Date	P.O.	Amount	
		SEP 2022 RES GARBAGE (6399)		0001253188	09/30/2022		107,695.17	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,695.17	Manual		Held	Total 107,695.17

Docket of Claims
Release date from 10/18/2022 thru 10/18/2022-----
SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	74 Total	347,422.70 Manual	Held	Total	347,422.70
FUND 156 Claims	to	Checks	2 Total	9,906.30 Manual	Held	Total	9,906.30
FUND 176 Claims	to	Checks	8 Total	4,513.21 Manual	Held	Total	4,513.21
FUND 303 Claims	to	Checks	1 Total	195.93 Manual	Held	Total	195.93
FUND 355 Claims	to	Checks	1 Total	8,846.00 Manual	Held	Total	8,846.00
FUND 400 Claims	to	Checks	25 Total	509,330.91 Manual	Held	Total	509,330.91
FUND 404 Claims	to	Checks	1 Total	107,695.17 Manual	Held	Total	107,695.17

Total for all Funds		Checks	112 Total	987,910.22 Manual	Held	Total	987,910.22

City Attorney, Josh Danos, requested to pull Consent Agenda Item 3 for further discussion. Councilman Jackson requested to pull Consent Agenda Item 5 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Items 1, 2, 4, and 6-8, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 224-2022

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, 4, and 6-8 are hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

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

ORDER NUMBER 225-2022

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 October 4, 2022 are hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

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

ORDER NUMBER 226-2022

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

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

		City of Gautier		
		Business Registry		
		Sep-22		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1790	2023-09-0007924	Posh Pets	\$20.00	New Business
1384	2023-09-0007925	Just Relax Therapeutic Massage	\$20.00	Current
1094	2023-09-0007926	Hot Nails	\$30.00	Current
1447	2023-09-0007927	State Farm	\$20.00	Current
1281	2023-08-0007928	Keesler Federal Credit Union	\$33.00	Delinquent
532	2023-09-0007929	O'Bryant-O'Keefe Funeral Home	\$20.00	Current
1449	2023-09-0007930	Happy Noodle Asian Cuisine	\$35.00	Current
1502	2023-09-0007931	A Kut Above Tree Services Inc.	\$20.00	Current
1726	2023-07-0007932	Dollar General #2389	\$124.88	Delinquent
573		McGee Constuction		Closed Business
867	2023-09-0007933	Regency of Mississippi	\$20.00	Current
879	2023-10-0007934	Hurd Realty	\$20.00	Current
62	2023-10-0007935	Town & Country Vet Hospital	\$30.00	Current
1663	2023-09-0007936	Singing River Nutrition	\$40.00	Current
511	2023-09-0007937	Primo Engineering	\$20.00	Current
650		The Magnolia Inn of Gautier		Closed Business
1285	2023-10-0007938	Walden Auto Repair	\$20.00	Current
1185	2023-10-0007939	Azteca's	\$75.00	Current
1627	2023-10-0007940	Goff Apartments	\$20.00	Current
5	2023-10-0007941	Air Masters	\$150.00	Current
8	2023-10-0007942	Burger King	\$30.00	Current
1665	2023-10-0007943	Herbert's Legend Texaco	\$70.00	Current
1792	2023-09-0007944	Hwy 90 Food Mart	\$40.00	New Business
1234	2023-10-0007945	Shoe Dept	\$122.50	Current
1793	2023-09-0007946	Chloe Cakes & Treats	\$20.00	New Business
791	2023-09-0007947	Walgreens	\$580.00	Current
278	2023-10-0007948	Mowa Development, LLC	\$30.00	Current
516	2023-09-0007949	Conrad Yelvington Dist.	\$30.00	Current
19	2023-10-0007950	Southern Oil Company	\$40.00	Current
1388	2023-10-0007951	Auto Zone	\$50.00	Current
63	2023-10-0007952	Waffle House	\$60.00	Current
20	2023-10-0007953	First Federal Savings & Loan	\$30.00	Current
941	2023-10-0007954	Victory Chiropractic Center	\$20.00	Current
32	2023-10-0007955	Indian Point RV Resort	\$30.00	Current
53	2023-10-0007956	Sioux Bayou Arms, LLC	\$20.00	Current
534	2023-09-0007957	Belk	\$1,840.00	Current
52	2023-10-0007958	Singing River Grocery	\$40.00	Current
27	2023-10-0007959	Hardees	\$36.00	Current
1625	2023-10-0007960	Spay Neuter Impact Project	\$30.00	Current
1284	2023-10-0007961	Clark's Attic, LLC	\$20.00	Current
7	2023-10-0007962	Auto, Truck & Trailer Parts, LLC	\$20.00	Current
9	2023-10-0007963	Coast Construction	\$20.00	Current
857	2023-08-0007964	All God's Children Learning Center	\$33.00	Delinquent
		TOTAL:		
		New Business		
		Transient Vendor		
		Closed Business		
		Delinquent Renewals Issued		
		Current		

New Business September 2022	Business Address	Business Phone	Business Description
Posh Pets, LLC	4341 Gautier Vancleave Rd Suite 11	228-369-7668	Pet Grooming
Hwy 90 Food Mart	1950 Hwy 90	201-328-4569	Gas station/Deli
Chloe Cakes & Treats	3880 Gautier Vancleave Rd Suite 4	228-219-5961	Bakery

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

ORDER NUMBER 227-2022

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 3rd beginning at 1:00pm at the Singing River Mall Property; and

WHEREAS, the City desires to have a Ballistic Swing Carnival Ridex, Pirates Revenge Carnival Ridex1, Foot Double Lane Rock Cliff Climb Slidex1, Mickey Mouse Toddler Townx1, 60-foot extreme caution obstacle course, 3 Station Sports Playx1, Generatorx, Human Snow Globe, and a gaming truck; and

WHEREAS, Eastern Shore Inflatables has offered to provide the City with a quality carnival themed Christmas festival, pursuant to the attached contract; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Eastern Shore Inflatables in an amount of \$5,000 is hereby approved and authorized.

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
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/11/2022
Subject: Approval of a Contract Agreement with Eastern Shore Inflatables

REQUEST:

The Recreation Department requests City Council authorization to enter into a contract agreement with Eastern Shore Inflatables in the amount of \$5000 for the City's Annual Lights and Lagniappe on the Bayou Celebration.

BACKGROUND:

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 3rd beginning at 1:00 p.m. at Singing River Mall Property. This year's festival will include a Ballistic Swing Carnival Ridex, Pirates Revenge Carnival Ridex1, Foot Double Lane Rock Cliff Climb Slidex1, Mickey Mouse Toddler Townx1, 60 Foot Extreme Caution Obstacle Coursex1 3 Station Sports Playx1\$250.00, Generatorx, Human Snow Globe, and a gaming truck.

Festivities this year include Elf on the Bayou, appearances by Rudolph, the Grinch, Cindy Lou Who, and friends, fireworks show, children's craft area, pictures with Santa, carnival themed games, the Pascagoula–Gautier School District Choir spreading holiday cheer, and the Annual Tree Lighting Ceremony.

DISCUSSION:

Eastern Shore Inflatables will provide the city with a quality carnival themed Christmas festival. The city will also host a Christmas themed cornhole tournament, food vendors, craft vendors. This will be a great event to kickoff the holiday season.

RECOMMENDATION:

The Recreation Department recommends that City approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$5,000.

City Council May:

1. Approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$5,000.
2. Not approve a Contract Agreement with Eastern Shore Inflatables in the amount of \$5,000.

ATTACHMENTS:

1. Authorization Contract Agreement Eastern Shore Inflatables

**Rental Date**

12/03/2022 01:00pm

Contact Person

City of Gautier -Chassity Bilbo

Event Address

2800 Hwy 90 Gautier MS, 39553

Cell Phone 228-219-7644 or 228-497-2244

Event Rental Time

12/03/2022 01:00pm thru 12/03/2022 05:00pm

Setup Surface Grass

Equipment Rented

1. Ballistic Swing Carnival Ridex1 \$2,050.00
2. Pirates Revenge Carnival Ridex1 \$2,050.00
3. 25 Foot Double Lane Rock Cliff Climb Slidex1 \$550.00
4. Mickey Mouse Toddler Townx1 \$250.00
5. 60 Foot Extreme Caution Obstacle Coursex1 \$375.00
6. 3 Station Sports Playx1\$250.00
7. Generatorx3 \$300.00
8. 56KW Diesel Generatorx1 \$400.00
9. Human Snow Globex1 \$0.00

Subtotal \$6,225.00

General Discount: \$1225

Total \$5,000.00

Deposit Required \$0

Due Day of event \$5,000.00

Customer Comments:

Inspected By _____

THANK YOU FOR YOUR BUSINESS!

TERMS OF LEASE

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to observe the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Eastern Shore Inflatables for the full price to fix the damage and/or the full replacement value of the rented item, to the extent the damage was solely caused by the acts or omissions of the Lessee or its employees. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Eastern Shore Inflatables and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 75 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, remove all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Eastern Shore Inflatables employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Eastern Shore Inflatables employees/contractors and the anchors MUST NOT be removed during period of use. Never attempt to relocate, adjust or service a blower. Never use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. Do not resume use until adverse weather conditions have ceased. Always follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules for Inflatables (if applicable): Before entering the unit, have the users remove their shoes, eye glasses, belt buckles and any sharp objects. Never play, jump or enter a partially inflated/deflated unit. Never allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. Always follow the number of riders and rules posted on the unit itself. Do not plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. Always have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. Never allow the users to be unsupervised in or around the unit. Never allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never

place a hose or water on or into the unit unless authorized by Eastern Shore Inflatables. Do not allow horseplay on, in, or around the unit. Always follow the directions for use on the unit itself.

Only children of the same age group are to play on the unit at the same time. The maximum number of users in each age group is as follows:

By Age	Under 5 years	6-8 years	9-13 years	Older Teens	
Adults					
Party Unit	8-10	8	6	4	2
Large Unit	12 -16	12	10	8	
6					
Slide Unit	6- 8	6	4	3	2

— _____ Lessee Initial

Additional Terms of Lease: Eastern Shore Inflatables is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. ABSOLUTELY NO silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees not to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged as a result, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit, to the extent the damage was solely caused by the acts or omissions of the Lessee or its employees.

Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee.

Disclaimer of Warranties: Eastern Shore Inflatables makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to immediately cease use of the equipment and contact Eastern Shore Inflatables if any of the lease

equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment at Lessees own risk, to the extent such risks are known and/or disclosed.

Breach/Indemnity/Arbitration: If Eastern Shore Inflatables determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Eastern Shore Inflatables may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or pursue any additional remedies available it by law.

BY SIGNING MY NAME ON THIS CONTRACT, I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Eastern Shore Inflatables PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).

SIGNATURE_____

PRINT NAME_____ **DATE**_____

EASTERN SHORE SIGNATURE:_____ **DATE**_____

****REMINDER: NO SILLY STRING OR CHEWING GUM. MINIMUM \$100 CLEANING FEE. SEVERE

DAMAGE MAY RESULT IN RENTER PAYING FULL REPLACEMENT VALUE OF INFLATABLE. ****

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

ORDER NUMBER 228-2022

WHEREAS, the Border Patrol is partnering with local law enforcement agencies to help with combating drug smuggling, alien smuggling, and firearm smuggling; and

WHEREAS, Border Patrol is offering to reimburse the Gautier Police Department for overtime costs related to those efforts in joint operations; and

WHEREAS, the reimbursement amount is capped at \$15,000 per officer participating this fiscal year; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Overtime Reimbursement Agreement between Border Patrol and the City of Gautier's Police Department is hereby approved.

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

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

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: October 6, 2022
Subject: Authorization to Enter into Overtime Reimbursement Agreement with Border Patrol

REQUEST:

The Police Chief requests the City Council to authorize the Police Chief to enter into an agreement with Border Patrol for overtime reimbursement program.

BACKGROUND:

The Border Patrol is partnering with local law enforcement agencies combating drug smuggling, alien smuggling, and firearm smuggling. They are offering to reimburse the Gautier Police Department for overtime costs related to those efforts in joint operations. The reimbursement amount is capped at \$15,000 per officer participating this fiscal year.

DISCUSSION:

This program would benefit the community and the department.

RECOMMENDATION:

The Police Chief recommends the Council to authorize the Police Chief to enter into an agreement with Border Patrol for overtime reimbursement program.

ATTACHMENT(S):

1. Border Patrol Agreement

**AGREEMENT BETWEEN FEDERAL LAW ENFORCEMENT AGENCY
PARTICIPATING IN THE TREASURY FORFEITURE FUND AND
STATE OR LOCAL LAW ENFORCEMENT AGENCY
FOR THE REIMBURSEMENT OF EXPENSES IN JOINT OPERATIONS**

This agreement is entered into by the Gautier Police Department (hereinafter referred to as "State/Local LEA") and the Gulfport Station, a participant in the Treasury Forfeiture Fund (TFF), (hereinafter referred to as "TFF Agency") for the purpose of receiving reimbursable costs incurred by the State/Local LEA in providing resources to joint operations.

Reimbursements may be made to the extent they are included in the TFF Agency's Fiscal Year Financial Plan, and the funds are available within the TFF to satisfy the requests for reimbursement.

I. EXECUTION AND TERMINATION OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties to this agreement and terminates when explicitly terminated by either the TFF Agency or the State/Local LEA.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703 and the Treasury Forfeiture Fund Act of 1992 which provide for the reimbursement of certain expenses of state and local law enforcement agencies (LEAs) incurred as participants in joint operations with federal LEAs participating in the TFF.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the State/Local LEA and the TFF Agency for the reimbursement of certain overtime and other expenses pursuant to 31 U.S.C. § 9703.

IV. NAME OF TASK FORCE (if applicable)

The name of this task force is: N/A

The projected dates of operation are: TBD

V. CONDITIONS AND PROCEDURES

A. Compliance with Federal Statutes and Regulations

Compliance with 31 U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992 and TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," is a requirement for this agreement.

B. Assignment of State/Local LEA Officers

1. To the maximum extent possible, the State/Local LEA shall assign dedicated officers to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for each officer assigned to the joint operation:
 - a. Name;
 - b. Title, grade, or rank;
 - c. Badge or ID number; and
 - d. Hourly overtime wage rate.

C. Requests for Reimbursement of Joint Operation Expenses

1. The State/Local LEA may request reimbursement for payment of overtime expenses directly related to work performed by its officers assigned as members of a joint operation with the TFF Agency for the purpose of conducting official investigations. The State/Local LEA may also request reimbursement of other non-overtime expenses directly related to the joint operation.
2. Within 10 days of the effective date of this agreement, the State/Local LEA shall provide the TFF Agency with the following information for the designated point of contact:
 - a. Name;
 - b. Title;
 - c. Telephone number; and
 - d. Email address.
3. Requests for reimbursement for the payment of overtime and non-overtime expenses to the State/Local LEA must be submitted on the agency's letterhead or the TEOAF form, *State or Local Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses* (also referred to as the "Request for Reimbursement Form"), along with copies of supporting documents (i.e., payroll records, receipts, invoices, etc.). If on agency letterhead, the request must contain the same information contained in the Request for Reimbursement Form.

(See Attachment C of TEOAF Directive 18, "Policy for Reimbursements to State and Local Law Enforcement Agencies Involved in Joint Operations with Federal Agencies Participating in the Treasury Forfeiture Fund," for a copy of the Request for Reimbursement Form.)

4. An authorized representative of the State/Local LEA must sign and certify that the request is for overtime and/or other non-overtime expenses incurred by the agency for participation with the joint operation under this agreement. The State/Local LEA shall also certify that the request has not been made to any other federal LEA that may also be participating with the joint operation.
5. The State/Local LEA acknowledges that the agency remains fully responsible for its obligations as the employer of the officers assigned to the joint operation and is responsible for the payment of overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulation, ordinance, or contract regardless of the reimbursable overtime charges incurred.
6. The State/Local LEA shall submit all Request for Reimbursement Forms, together with the required supporting documentation, to the TFF Agency, Attention: PAIC Paxton Carpenter, 10400 Larkin Smith D., Gulfport, MS, 504-210-6235, paxton.d.carpenter@cbp.dhs.gov.
7. All requests for reimbursement of costs incurred by the State/Local LEA must be approved and certified by the TFF Agency. The TFF Agency shall countersign the Request for Reimbursement Forms.
8. The maximum reimbursement for overtime worked on behalf of the joint operation under this agreement is set at \$15,000 per officer per fiscal year.

D. Program Audit

This agreement and its procedures are subject to audit by the Treasury Executive Office for Asset Forfeiture (TEOAF), the TFF Agency, the Department of the Treasury Office of Inspector General, the General Accounting Office, and any other government-designated auditing organization. The State/Local LEA agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

E. Revisions

The terms of this agreement may be amended upon the written approval of both the State/Local LEA and the TFF Agency. The revision becomes effective upon the date of approval.

F. No Private Right Created

This is an agreement between a federal LEA and a state or local LEA and is not intended to confer any right or benefit to any private person or party.

David Bever
Chief of Police
Gautier Police Department

Date: _____

Jason E. Schneider
Chief Patrol Agent
New Orleans Sector

Date: _____

Lee Bond
Captain
Gautier Police Department

Date: _____

Paxton D. Carpenter
Patrol Agent in Charge
Gulfport Station

Date: _____

Clarence T. Catchings II
Supervisory Assistant Chief
U.S. Border Patrol Headquarters

Date: _____

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

ORDER NUMBER 229-2022

WHEREAS, the Gautier Police Department requests to enter into a Task Force Agreement with the Drug Enforcement Administration (DEA); and

WHEREAS, the Drug Enforcement Administration in Gulfport has created a Tactical Diversion Task Force to combat the trafficking of controlled substances within our area; and

WHEREAS, the Gautier Police Department will assign an officer to the Drug Enforcement Administration; and

WHEREAS, the Drug Enforcement Administration (DEA) will provide a vehicle, fuel, training, and overtime reimbursement to the assigned officer; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Task Force Agreement between the Drug Enforcement Administration (DEA) and the City of Gautier Police Department is hereby approved.

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

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

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: October 6, 2022
Subject: Authorization to Enter into a Task Force Agreement with DEA

REQUEST:

The Police Chief requests the City Council to authorize the Police Chief to enter into a task force agreement with Drug Enforcement Administration (DEA).

BACKGROUND:

The Gulfport office of the DEA has created a Tactical Diversion Task Force to combat the trafficking of controlled substances within our local area. The country and our community have seen an increase in fentanyl overdoses and deaths in recent years. This program will target fentanyl trafficking along with other types of substance abuse.

DISCUSSION:

The Gautier Police Department will provide an officer to be assigned to the DEA. The DEA will provide a vehicle, fuel, training, and overtime reimbursement for the officer assigned to the task force. This program would benefit the community and the department.

RECOMMENDATION:

The Police Chief recommends the Council to authorize the Police Chief to enter into a task force agreement with DEA.

ATTACHMENT(S):

1. Tactical Diversion Task Force Agreement

TACTICAL DIVERSION TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Gautier Police Department ORI# MS0300600 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the Gulfport area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

- 1 The Gulfport TDS Task Force will perform the activities and duties described below:
 - a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Gulfport area;
 - b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.
- 2 To accomplish the objectives of the Gulfport TDS Task Force, the parent agency agrees to detail one (1) experienced officers to the Gulfport TDS Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of a DEA supervisory Special Agent assigned to the Task Force.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Gulfport TDS Task Force, DEA will assign Four (4) Special Agents and one (1) Diversion Investigators to the Task Force. Task Force officers must record their work hours via DEA's activity reporting system.
- 6 During the period of assignment to the Gulfport TDS Task Force, the parent agency will be responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to

availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state or local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1 of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. -. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Gulfport TDS Task Force is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of termination of this agreement. DEA will be responsible only for obligations incurred by the parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Brad L. Byerley

Date

Special Agent in Charge

For the Gautier Police Department

David Bever

Date

Chief of Police

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

ORDER NUMBER 230-2022

WHEREAS, the Gautier Police Department requests to enter into a National Criminal Information Center (NCIC) Holder of Record with the Mississippi Gulf Coast Community College, Jackson County Campus Police; and

WHEREAS, NCIC gives law enforcement agencies access to criminal histories, driver's license data, and license plate information; and

WHEREAS, the MGCCC Jackson County Campus Police does not have direct access to NCIC; and

WHEREAS, the Mississippi Justice Information Center, who oversees the state's NCIC, requires a holder of the agreement to be in place when one law enforcement agency allows access for their NCIC to another law enforcement agency; and

WHEREAS, the campus police will utilize information from the MJIC/NCIC database only in active criminal investigations, in which supervisory approval has been granted; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to authorize direct access from Gautier Police Department's National Criminal Information Center database to Mississippi Gulf Coast Community College, Jackson County Campus Police; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the National Criminal Information Center/Holder of Record Agreement between Mississippi Gulf Coast Community College, Jackson County Campus Police and the City of Gautier Police Department is hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: October 6, 2022
Subject: Authorization to Enter into a NCIC Holder of Record with MGCCC Campus Police

REQUEST:

The Police Chief requests the City Council to authorize the Police Chief to enter into a National Criminal Information Center (NCIC) Holder of Record with the Mississippi Gulf Coast Community College (MGCCC) Jackson County Campus Police.

BACKGROUND:

NCIC gives law enforcement agencies access to information such as criminal histories, drivers license data and license plate information. The MGCCC Jackson County Campus Police currently do not have direct access to NCIC and have requested access to it through our department.

DISCUSSION:

The Mississippi Justice Information Center (MJIC), who oversees the state's NCIC, requires a holder of the agreement to be in place when a law enforcement agency allows another law enforcement agency to have access to their NCIC.

RECOMMENDATION:

The Police Chief recommends the Council to authorize the Police Chief to enter into a NCIC Holder of Record with the MGCCC Jackson County Campus Police.

ATTACHMENT(S):

1. MJIC Holder of Record Agreement

MISSISSIPPI JUSTICE INFORMATION CENTER HOLDER-OF-THE-RECORD-AGREEMENT

This agreement is made and entered into by and between **Gautier Police Department**, having terminal access to the Mississippi Justice Information Center (MJIC), hereinafter referred to as User Agency, and **CAMPUS POLICE, Mississippi Gulf Coast Community College (MGCCC) Jackson County Campus**, hereinafter referred to as Non-Terminal Agency.

The purpose of this Agreement is to specify the duties and responsibilities of both the User Agency and the Non-Terminal agency in the operation and use of computerized information obtained via the MJIC network. The User Agency and the Non-Terminal Agency agree to comply with federal laws, rules, procedures and policies adopted by the NCIC Advisory Policy Board, FBI/NCIC and NLETS relating to operation, security, and privacy of criminal justice and law enforcement information, including criminal history record information.

The Non-Terminal Agency will utilize information from the MJIC database only in active criminal investigations in which supervisory approval has been granted. Information obtained under this Agreement will only be disclosed to persons to whom disclosure is authorized under Federal law, including the Privacy Act of 1974, 5 U.S.C. § 552a (2015) (hereinafter the “Privacy Act”). Violations of the Privacy Act may result in civil and/or criminal penalties, to include the award of reasonable attorney fees, civil damages, criminal convictions, and fines up to \$5,000. Any improper dissemination of this information to other law enforcement agencies is prohibited.

User Agency agrees to only furnish the Non-Terminal Agency with information they are authorized to receive as designated by their ORI assignment by the FBI. Non-terminal Agency agrees to limit request for information for authorized criminal justice purposes only and further agrees to limit the information received from the User Agency to those authorized under federal law.

Non-Terminal Agency agrees to ensure that its employees are responsible for the physical security of all information under their control or in their custody which was received from User Agency, so as to protect such information from any unauthorized access, disclosure or dissemination. It is specifically understood that access to such information is restricted to criminal justice purposes and unlawful use or dissemination is prohibited. Further, Non-Terminal Agency agrees to inform the User Agency and MJIC of any unauthorized attempts to access or disseminate information as soon as such attempts are recognized.

User Agency and Non-Terminal Agency agree to log the dissemination of criminal history record information furnished to any authorized agency or individual. Dissemination may only be made to an authorized agency who has an ORI assigned by the FBI which authorized access to requested information.

The Non-Terminal agency authorized the User Agency to enter, update and/or remove records on NCIC. The Non-Terminal Agency agrees to immediately notify the User Agency of any change in the status of records and agrees that User Agency will confirm all NCIC Hits based upon information provided by the Non-Terminal Agency. Non-Terminal Agency must be able to prove the User Agency with Hit Confirmation information twenty-four (24) hours per day.

**MISSISSIPPI JUSTICE INFORMATION CENTER
HOLDER-OF-THE-RECORD-AGREEMENT**

When necessary, User Agency will request additional time on "Ten Minute Hit Confirmations". After the additional time is requested, User Agency will contact the Non-Terminal Agency's officer in charge of the shift at which time the "Hit" occurs. The Non-Terminal Agency's officer will obtain the information requested and will notify User Agency of the "Hit Confirmation" response which will be sent to the requestor by User Agency.

Entries made into NCIC for a Non-Terminal Agency will contain the ORI of the User Agency. The User Agency will develop a method agreeable to Non-Terminal Agency and MJIC, for means to identifying the owner of the record. Monthly NCIC validations will be mailed to the User Agency and the validation process will be completed by the User Agency's Terminal Agency Coordinator or authorized employee and an authorized employee of the Non-Terminal Agency.

The Non-Terminal Agency, as an agency of the United States Government is self-insured and will, pursuant to the terms and conditions of the Federal Tort Claims Act (FTCA), codified at 28 USC 2674, assume financial responsibility for all claims for personal or property damage, including death, caused by the negligent or wrongful acts of VA OIG employees acting in the scope of their employment during the use of the database. Non-Terminal Agency is expressly not exempt from liabilities through negligence on its own part. The VA OIG herein agrees to treat all information from the database as records subject to the protections of the Privacy Act, 5 U.S.C. § 552a (2015).

MJIC reserves the right to suspend services to User Agency; likewise the User Agency reserves the right to suspend service to Non-Terminal Agency when rules, policies, or procedures have been violated.

By acceptance and execution of this agreement, the User Agency and Non-Terminal Agency confirms compliance with the Federal, NCIC, and NLETS rules, regulations, and policies.

This agreement become effective immediately and will remain in effect until and one (1) of the officials as name below is changed, at which time a new agreement may be initiated.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials:

Gautier Police Department
USER AGENCY

Campus Police, MGCCC-JC
NON-TERMINAL AGENCY

Signature of Agency Head
David Bever, Chief of Police
Gautier Police Department

Signature of Agency Head
Charles C. Houston, Chief of Police
MGCCC-JC Police Department

Date

Date

Councilman Anderson made the motion to approve the Redd Pest Solutions retreatment agreement, contingent upon the City Attorney's revisions. 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 231-2022

WHEREAS, Redd Pest Solutions is the City of Gautier's current subterranean termite treatment provider for the senior building; and

WHEREAS, the current agreement will expire soon and will not be renewed due to Redd Pest Solutions no longer providing the current liquid treatment; and

WHEREAS, Redd Pest Solutions has upgraded to Sentricon AA for use on the City of Gautier's retreatment; and

WHEREAS, the initial installation charge will be \$399.00, with the yearly renewal fee being \$260.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Redd Pest Solutions subterranean termite baiting service retreatment agreement is 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 Anderson**, seconded by **Councilman Colledge**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 10/10/2022
Subject: Approval of Redd Pest Solutions subterranean termite baiting service retreatment agreement.

REQUEST:

City Council approval is requested for a new subterranean termite baiting service retreatment agreement with Redd Pest Solutions. The agreement will cost \$399.00 for the initial installation and the renewal fee due at the expiration of the first year of the agreement will run \$260.00.

BACKGROUND:

Redd Pest Solutions is the City of Gautier's senior building's current subterranean termite treatment provider and the current agreement will expire soon and not be renewed.

DISCUSSION:

Redd Pest Solutions will not carry the current liquid termite treatment even though it has been effective. The outside elements diminish its ability to last for long periods in the soil, because it is affected by outward conditions, such as climate conditions, erosion and landscaping activity. The new advanced Sentricon AA treatment has proven longevity, due to the characteristics of this termite control product and has shown great results and longevity, even when faced with adverse conditions as mentioned above. Redd Pest Solutions has upgraded to this more advanced Sentricon AA and will be using this treatment on the City of Gautier's new agreement. The cost will be \$399.00 for the initial installation charge and the renewal fee at the expiration of the first year of this agreement will be \$260.00.

RECOMMENDATION:

City Clerk recommends the renewal of the Redd Pest Solutions Subterranean Termite Baiting Service Retreatment Agreement.

ATTACHMENTS:

1. Redd Pest Solutions Agreement



Redd Pest Solutions
P.O. Box 2245
Gulfport, MS 39505-2245
888-733-3626

September 26, 2022

City Park
914 De La Pointe
Gautier, MS 39553

Dear City Park:

RE: Next Renewal Period of your Termite Warranty

As your pest management provider, our goal is to protect your investment from the native species of subterranean termites. We appreciate your loyalty and trust in us to protect your home or business for these many years. Over the years, liquid treatments to prevent subterranean termite activity have been affected by outward conditions, such as climate conditions, erosion and landscaping activity. In recent years, Redd has been offering the Sentricon Always Active Colony Elimination Baiting System (Sentricon AA), developed by Corteva Agriscience (a division of Dow-DuPont Chemical Company). Sentricon AA is advanced technology and relatively new to the pest management industry, but the results have been exciting for those of us who are committed to protecting structures against subterranean termites. Sentricon AA has shown great results and longevity, even when faced with adverse conditions as mentioned above. Sentricon AA is currently being used to protect the White House, Statue of Liberty, Independence Hall and many other National Landmarks.

The current subterranean termite protection and warranty provided to you will soon expire, **and will not be renewed**. It is vital that Redd has the most advance products in place to give you the protection you deserve. While the standard liquid termite treatment plans have been effective, the outside elements diminish their ability to last for long periods in the soil. Sentricon AA has proven longevity, due to the characteristics of this termite control product. It is critical that a treatment upgrade is performed on your building(s) to protect you from the invasion of subterranean termites.

Again, for Redd Pest Solutions to continue to protect your home or business, it is necessary that you agree to upgrade your current protection to the more advanced Sentricon AA. If you decide not to upgrade, Redd **will not be able** to continue the current protection and warranty plan you have enjoyed in years past.

Due to your loyalty, Redd has partnered with Corteva Agriscience to help us develop a preferred customer plan to allow you to change from the standard liquid termite protection to the more advanced Sentricon AA, at pricing favorable to you. This is not the same pricing offered to those who are seeking termite control protection for the first time. It is for you, a loyal and dedicated customer of Redd Pest Solutions.

To protect your home or business against termites, including the Formosan Species causing such damage to buildings, please call Redd's office at (888) 733-3626 and schedule an upgrade to the advanced Sentricon AA.

Sincerely,

Gordon Redd, President
Redd Pest Solutions
Family Owned Since 1952

Redd Pest Solutions

SUBTERRANEAN TERMITE BAITING SERVICE RETREATMENT AGREEMENT



THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES.

This agreement is contingent upon the approval and signature of the Redd Branch Manager, who has sole authority to execute it on behalf of Redd.

City Park		10/06/2022		12245	
☐ Mr. ☐ Ms. ☐ Mrs. First Name		MI	Last Name	Date of Service Agreement	
914 De La Pointe		Gautier	MS	39553	Chasity Bilbo
Address of Treated Structure		City	State	Zip	Name (Agent)
228-497-3338		Po Box 670		228-497-2244	
Home Phone		Cell Phone	Business Phone	Mailing Address	
cbilbo@gautier-ms.gov		Gautier		MS	39553-0670
Email Address		City		State	Zip

This agreement provides for the treatment and control of: ☒ Native Subterranean Termites-Reticulitermes spp. ☒ Formosan-Coptotermes spp.

I fully understand and agree that this Agreement pertains only to the control of Subterranean Termites. Company does not accept responsibility of the control of wood destroying insects not agreed to. I fully understand and agree to the terms and conditions in the Agreement. Upon installation completion, I fully understand that an amended copy of the diagram will be available on the customer's MyAccount portal which can be found at reddpest.com/myaccount. This may include additional findings, bait-station placement and/or other alterations.

By initialing, I, the Customer, certify that I have read all provisions and conditions outlined therein on the front and back of this Agreement. Initials: _____ Date: _____

GENERAL CONDITIONS

THIS AGREEMENT IS BETWEEN THE COMPANY AND CUSTOMER COVERS THE STRUCTURE(S) INDICATED AND LISTED ABOVE. NO FENCES, DETACHED BUILDINGS, DECKS OR OTHER STRUCTURES AT THE ABOVE ADDRESS ARE COVERED BY THIS AGREEMENT UNLESS SPECIFIED IN WRITING ON THE FACE OF THE AGREEMENT. SEE INSPECTION DIAGRAM FOR BUILDING(S) INDICATING TREATMENT FOR SUBTERRANEAN TERMITES. THE COMPANY WILL EXERCISE CARE WHILE PERFORMING ANY WORK HEREUNDER TO AVOID DAMAGING ANY PART OF THE PROPERTY, PLANTS OR ANIMALS. UNDER NO CIRCUMSTANCES OR CONDITIONS SHALL COMPANY BE RESPONSIBLE FOR DAMAGE CAUSED BY COMPANY AT THE TIME THE WORK IS PERFORMED EXCEPT THOSE DAMAGES RESULTING FROM GROSS NEGLIGENCE ON THE PART OF THE COMPANY.

The structure(s) covered under this agreement are shown on the current graph or additional graphs and are indicated as follows: Commercial Building

1. DIAGRAM

Inspector or Salesman must draw a graph and indicate as follows: LEGEND TO BE USED ON THE GRAPH TO IDENTIFY CONDITIONS OF THE STRUCTURE:

- T-Active Termites
- VX- Visible Termite Damage
- C-Conductive Condition
- W-Wet Condition In Wood
- B-Wood Destroying Beetles
- D- Drywood Termites
- R- Wood Rot Damage
- BG- Below Grade
- V- Foundation Ventilator Needed
- PX-Probable Hidden Damage
- DS- Dense Shrubbery
- DX- Drywood Termite Damage
- M- Moisture Condition
- EJ- Expansion Joint
- VB- Vapor Barrier Needed
- AG-Above Ground Station

OF STATIONS _____

Linear Footage 120

*Graph is not to scale

FOUNDATION TYPE-as best determined by visible inspections:

☐ Crawl Space Pier Type: ☐ Concrete Block ☐ Brick ☐ Chain Walls Interior/Exterior ☐ Other Conditions: _____ Crawl Space Height: _____

Note Other Crawl Space Conditions: _____

☒ Concrete Foundation Type: ☒ Monolithic ☐ Floating ☐ Supported ☐ Combined

Other Conditions Noted: _____

Initial Installation Charge (less applicable sales tax): \$ 399.00

Other Treatment Fees (i.e. additional liquid treatments, concrete core drilling, etc.): \$ _____

Applicable Sales Tax: \$ _____

Total Cost of Services Due at Installation: \$ 399.00

Payment upon completion of installation service: ☐ Check ☐ Credit Card ☐ Other

Additional Comments Relating to Installation: This is an upgrade to Sentricon Always Active baiting system. Renewal is due in 2023.

RENEWAL FEE: The Renewal Fee due at the expiration of the first year of this agreement shall be \$260.00, plus tax of \$ _____, for a TOTAL of \$260.00 due and payable on or before the anniversary date of this agreement. Thereafter, the Company may adjust the Annual Renewal Fee following the third year of this Agreement date.

By signing this agreement, I certify that I have read all provisions and agree to the terms and conditions outlined herein:

Inspector/Salesman Signature: Ralph McMillon Printed Name: Ralph McMillon Date: 10/06/2022

Customer Signature: _____ Printed Name: Kia Davis Date: _____

This agreement is not valid until approved by the Branch Manager: _____ Date: _____

Processed by: _____

Branch Manager Signature

2. ENTIRE AGREEMENT

Attachments, if any, together with this agreement and the Inspection Diagram signed by Company and Customer at the time the agreement is entered into, constitute the entire agreement between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.

3. INSPECTION DIAGRAM

The Inspection diagram, Item #1, indicates areas of visible damage found by Company inspection. The Customer is advised and warned that because of the nature of subterranean termites, there may be additional damage not visible and not indicated on the diagram. Live subterranean termites may remain in parts of the structure for a period of time after installation.

4. RENEWAL / CANCELLATION

This Agreement will renew on an annual basis, following payment of the renewal fee, unless the Company gives notice by attempted mail, at least thirty (30) days prior to the agreement expiration date. Upon renewal of this agreement the Company agrees to inspect said property not less than once annually. If interior access has not been granted by the Customer, the Company will complete the inspection along the exterior of the structure(s). Either party shall have the right upon the anniversary date of this agreement to cancel this agreement in its entirety in person or by attempted mail at least thirty (30) days prior to the anniversary date.

5. INSPECTION / ACCESS TO PROPERTY

Upon payment of the annual renewal fee, the Company will perform a visual inspection of this structure(s) annually. An attempt to contact the Customer will be made by phone call, text or email to schedule the interior inspection. If unsuccessful, an exterior inspection will be made and written notice given to schedule the interior inspection. The inspection will be considered completed if no further response is made by the Customer. The annual inspection will be of accessible areas. The Company will not open walls, remove floor coverings or move furniture for the purposes of conducting the inspection. The Company is only obligated to perform under this Agreement if the Customer allows Company access to the identified structure for any purposes contemplated by the Agreement, including but not limited to inspection, whether the inspection was requested or considered necessary by the Customer or required by the Agreement and requested or considered necessary by Company.

6. CONDITIONS CONDUCTIVE TO INFESTATION

The Customer warrants full cooperation with Company during the term of this agreement, and agrees to maintain the area treated free from any conditions considered conducive to infestation, such as wood to ground contact, form boards left in place, excessive moisture, debris under or around structure, grade level too high, insufficient clearance in crawl space, expansion joints or cracks in slab, wood rot/wood fungus heavy foliage, planter boxes abutting structure, poor drainage, insufficient ventilation, standing water under pier type structure, or as noted in Item #1 (graph). Stucco on wire lath on frame and/or rigid foam board and/or expanded foam materials which are in contact with the soil or covering interior or exterior foundation walls in such a way (i.e. Less than 6 inches from contact with ground, mulch, or protective ground covering) as to provide termites with hidden or protected access to the structure, whether visible or not to the naked eye, are considered Conditions Conducive to further infestations. These conditions, related to stucco and/or insulated materials, whereby future infestations of termites may occur, will not be covered under the terms of this agreement. Any necessary retreatments will be made at the expense of the Customer. No repair coverage will be authorized where such conditions have contributed to further infestations of subterranean termites. Expanded Foam Insulation and/or spray on foam insulation in subfloors, walls, ceilings and attic areas create the inability to adequately inspect these areas. Furthermore, if leakage occurs in these areas, the infestation of subterranean termites is enhanced, due to the inability of moisture to evaporate. Therefore, if further treatments are necessary, due to these conditions, retreatments may be rendered by the Company at an additional charge to the Customer. If damages occur to the structure, due to these conditions, no repair or replacement will be authorized or approved by the Company. The Customer agrees to notify the Company if any attempt is made to apply Expanded Foam or Spray On Foam insulation to the structure. The Customer also agrees to notify the Company of and to eliminate faulty plumbing, leaks, and dampness from drains, gutters, down spouts, and condensation or leaks from the roof or otherwise into, onto, or under said area(s) treated. Failure of the Customer to fully correct the above conditions may result in the nullification of this service agreement. Failure of Company to note any of the above conditions to the Customer does not alter the Customer's responsibility under this paragraph. Water Leakage in treated areas, and leakage in interior areas or through the roof, or exterior walls of the identified structure(s), may destroy the effectiveness of the treatment, and is conducive to new infestation. The Customer is responsible for making timely repairs as are necessary to stop leakage. If Customer elects not to repair said defects then Company shall have no further obligation under this Agreement.

7. ADDITIONS OR ALTERATIONS

This agreement covers the structure(s) identified on the inspection diagram as of the date of the initial treatment. Prior to the building(s) being structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if any tampering of bailing equipment and supplies occurs, the Customer will immediately notify Company in writing. Failure to notify Company in writing of the conditions listed above will terminate this agreement. Additional service required because of any addition, alteration, or unresolved conducive condition may be provided by Company at the Customer's expense, and can require an adjustment in the renewal/monitoring fee.

8. DAMAGE

The Customer understands that due to various conditions present in construction existing at the time this agreement is made, and the possibilities of infestation and damage which may or may not be visible to Company, Company cannot be liable for any past, present or future damage to the structure(s) or its contents covered by this Agreement, caused by wood-destroying insects. COMPANY IS NOT LIABLE FOR THE REPAIR OF ANY DAMAGES. THIS PLAN DOES NOT GUARANTEE, AND COMPANY DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN. AERIAL INFESTATIONS: Additional treatment, removal of walls, floors, and/or ceilings to control an aerial infestation will be the responsibility of the Customer and not the Company. AERIAL INFESTATIONS: An Aerial Infestation of Subterranean Termites exists because of a moisture problem or related type conducive condition within a structure. An Aerial Infestation provides termites no needed access to the soil level of the structure. Therefore, any treatments rendered by Redd at the ground level will not adequately provide protection in an Aerial Infestation. Redd is able to provide treatments, at an extra charge, to an Aerial Infestation of termites, but the Aerial Infestation can only be eradicated by correcting any conducive conditions related to the infestation. Additional treatment, removal of walls, floors, and/or ceilings to control an aerial infestation will be the responsibility of the Customer and not the Company.

9. NOTICE OF CLAIMS / DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY / ARBITRATION

Any claim under the terms of this Agreement will be made immediately in writing to Company. Company is only obligated to perform under this Agreement an annual inspection provided the Customer allows Company access to the identified structure for any purpose contemplated by this Agreement, including but not limited to reinspection, whether the inspection was requested by the Customer or considered necessary by Company. Company disclaims any liability for special, incidental or consequential damages or loss of anticipated profits. The Guarantees stated in this Agreement are given in lieu of any other guarantee or warranties express or implied, including any warranty of merchantability or fitness for a particular purpose. ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR TORT BASED CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY SHALL BE FINALLY RESOLVED BY ARBITRATION ADMINISTERED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THIS AGREEMENT INVOLVES INTERSTATE COMMERCE. FURTHERMORE, THE PARTIES EXPRESSLY AGREE THAT THEIR MUTUAL RIGHTS AND OBLIGATIONS AND THE CONDUCT OF ANY ARBITRATION PROCEEDING SHALL BE CONTROLLED BY THE FEDERAL ARBITRATION ACT. THE AWARD OF THE ARBITRATOR SHALL BE FINAL, BINDING, NON-APPEALABLE AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. THE ARBITRATOR SHALL NOT HAVE THE POWER OR AUTHORITY TO AWARD EXEMPLARY, TREBLE, LIQUIDATED OR ANY TYPE OF PUNITIVE DAMAGES.

10. NON-PAYMENT

The Customer agrees that upon default of any payment due by Customer, Company is relieved from further obligation under this agreement. Customer also agrees to pay all reasonable collection fees, including attorney's fees, incurred by Company in the event of Customer's default.

11. TRANSFERABILITY

This agreement shall terminate upon transfer of ownership of the described structure(s). If agreeable by both parties, a new agreement may be issued by the Company. The new purchaser must sign agreement as purchaser and pay a fee to cover administrative costs of transfer. The expiration date remains the same as under the original Agreement.

12. OWNERSHIP AND REPLACEMENT OF COMPANY TERMITE BAITING SYSTEM COMPONENTS

The Customer understands that all of the components of the Company Termite Baiting System ("Components") are and will remain the property of Company. If any of the Components are repeatedly destroyed or damaged by Customer, or Customer's licensees or agents, Company may require Customer to pay the costs of replacement of any of the damaged Components. Upon the expiration or termination of the Agreement, Company or its authorized representatives are authorized by Customer to retrieve from Customer's premises all Components.

CONSUMER'S RIGHT TO CANCEL

IF THIS AGREEMENT WAS SOLICITED AT YOUR PROPERTY AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO THE COMPANY. THE NOTICE MUST STATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU CANCEL, THE PEST CONTROL COMPANY MUST RETURN ALL OF YOUR CASH-DOWN PAYMENT. THE NOTICE MUST BE MAILED TO THE COMPANY'S BILLING ADDRESS.



Homeowner's Conductive Conditions Survey

PEST SOLUTIONS

Today, we performed a thorough inspection. Pay close attention to any items marked in the "yes" column. These conditions can lead to termite and pest issues.

Account # 12245

Date: 10/06/2022

Exterior	Y	N	Comments
1. Approximate age of structure? <u>10</u> years old			
2. Foundation type: ☒ Slab ☐ Crawlspace ☐ Basement			
3. Wood to ground contact (including landscape timbers, wooden stakes, form boards, fences & decks)?	☐	☒	
4. Exterior siding that extends below soil level, such as wood siding, stucco, ICF, drivit or foam board insulation?	☐	☒	
5. Any additions to the structure (patios, porches, decks, planter boxes, etc.)?	☐	☒	
6. Mulch, leaves or pine straw in contact with the foundation?	☐	☒	
7. Trees or shrubbery too close to the foundation?	☐	☒	
8. Firewood or lumber stacked next to the foundation?	☐	☒	
9. Excessive moisture due to plumbing leaks, roof leaks, window leaks, condensation, irrigation systems, faucets, drains, air conditioners or improper grade?	☐	☒	
10. Gutters clogged with debris?	☐	☒	
11. Expansion joints or cracks in the foundation?	☐	☒	
12. Dirt filled porch(s) attached to the structure?	☐	☒	
Crawlspace	Y	N	Comments
1. Crawlspace is accessible?	☐	☐	
2. Adequate space between the floor joists & the soil?	☐	☐	
3. Wood scraps, lumber or other cellulose debris in crawlspace?	☐	☐	
4. Trees/shrubbery blocking ventilation to crawlspace?	☐	☐	
5. Standing water or improper drainage in crawlspace?	☐	☐	
6. Plumbing leaks in crawlspace?	☐	☐	
Interior	Y	N	Comments
1. Settlement cracks present in foundation walls and/or slab?	☐	☒	
2. Embedded wood in foundation walls and/or slab?	☐	☒	
3. Access to interior plumbing/bath traps?	☐	☒	
4. Readily available access to the attic area?	☐	☒	
5. Roof and/or plumbing leaks, moisture conditions, or water stains observed?	☐	☒	
6. <u>Customer stated</u> that <u>spray foam or foam board insulation</u> is present?	☐	☒	

If more space needed use additional notes page

Note: Any findings on this survey reflect evidence that was visible & accessible at the time of inspection. This form is for informational purposes only & is not to be used for real estate closings or relied upon by anyone other than the current owner of this property.

Homeowner Signature
Ralph McMillon
Pest Professional Signature

Date
10/06/2022
Date

STRAIGHT TALK ABOUT THE BENEFITS OF UPGRADING.



The Sentricon® System with Always Active™ technology expands customer expectations because it protects better than ever.

"We have an innovative technology to upgrade your termite protection." It's called the Sentricon System with Always Active technology. This upgrade will take your termite protection and your peace of mind to a whole new level! Consumer research shows it's the most ideal termite protection available for your home.

Q: "How is it different?"

A: "The bait stays in all the Sentricon stations all the time."

With Always Active technology, new Recruit® HD termite bait in all the Sentricon stations from the very beginning, so termites can begin feeding on it as soon as they find a station. This starts the colony elimination process sooner, and it provides continuous property protection.

Q: "Will the bait last long enough to do the job?"

A: "Recruit HD termite bait is so durable, it lasts a long time." It continues to protect no matter what the soil condition, weather or season. In termite palatability tests and field trials, termites preferred Recruit HD termite bait over wood, and liked it even better when it got old, cracked and moldy. Bait is replaced as it gets consumed.

Q: "What do I have to do to upgrade?"

A: "You don't even have to be home." It'll take us about the same amount of time as we spend on a normal service visit to upgrade the system on your property using the existing Sentricon stations.

Q: "When will you be back to inspect my property?"

A: "We will inspect and service the Sentricon stations on your property annually." To ensure the bait will be present in all stations at all times, we will be inspecting and servicing the Sentricon stations on your property annually.



Find out more at www.sentricon.com



The Sentricon System is designed to prevent environmental exposure, and can be removed if desired.
™ Trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow.
Always read and follow label directions.
UD1-028-345 (05/14) DAS 019-71410

Councilman Colledge made the motion to approve the contract agreement with Pyro Shows, contingent upon the City Attorney’s revisions. 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 232-2022

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 3rd at the Singing River Mall Property; and

WHEREAS, the City desires to have fireworks entertainment at the event, as it has in past years; and

WHEREAS, Pyro Shows has offered to perform this entertainment for a price of \$12,000.00, requiring a 50% down payment, pursuant to the attached contract; and

WHEREAS, Pyro Shows intends to present a firework show titled “Christmas Light the Night”; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Pyro Shows is hereby approved and authorized.

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
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 18, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 10/11/2022
Subject: Approval of a Contract Agreement with Pyro Shows

REQUEST:

The Recreation Department requests City Council authorization to enter into a contract agreement with Pyro Shows in the amount of \$12,000, requiring a 50% down payment for the City's Annual Lights and Lagniappe on the Bayou.

BACKGROUND:

The City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 3rd 1:00 p.m. - 6:00 p.m. at Singing River Mall Property. This year's festivities will include a Christmas tree lighting, Christmas themed festival, pictures with Santa and fireworks show presented by Pyro Shows titled "Christmas Light the Night"

DISCUSSION:

Pyro Shows has been providing fireworks entertainment throughout the world for almost half a century. From Stockholm, Sweden, to San Sebastian, Spain, and from Abu Dhabi in the UAE, to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor to provide the 4th of July fireworks at the Washington Monument in Washington, D.C. for 13 times since 1995.

Pyro Shows currently provides fireworks for the Biloxi Shuckers, Scarlet Pearl Casino, and Mississippi State University.

RECOMMENDATION:

The Recreation Department recommends that City approve a Contract Agreement with Pyro Shows in the amount of \$12,000.

City Council May:

1. Approve a Contract Agreement with Pyro Shows in the amount of \$12,000.
2. Not approve a Contract Agreement with Pyro Shows in the amount of \$12,000.

ATTACHMENTS:

1. Pyro Shows



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on **September 7, 2022** by and between **PYRO SHOWS, Inc.,** a Tennessee Corporation, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766,** and hereinafter referred to as **"PYRO SHOWS"** and **City of Gautier** with its principal place of business located at **3330 Highway 90, Gautier, MS 39553** hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22 MS 12-03-C-12000-000585** dated **September 7, 2022**. The Show will be given on **December 3, 2022**. Rain date/postponement date: **No Rain Date Selected**.
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products, the following options are available: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

To the extent permissible under Mississippi law,



PYRO SHOWS, INC.
Contract Agreement

To the extent permissible
under Mississippi law,

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. ⁽³⁾ Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, ⁽⁴⁾ and any suit involving this contract shall be brought in the Courts of ⁽⁵⁾ Jackson ⁽⁶⁾ Mississippi, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, ⁽⁷⁾ within ten (10) days after the date of the Show. ~~In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.~~
- XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** City of Gautier shall pay PYRO SHOWS \$ 12,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 12,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 6,000.00) upon return of signed contract by ⁽⁸⁾ October 7, 2022. ²⁰ Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.



PYRO SHOWS, INC.
Contract Agreement

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

DATE: _____

CUSTOMER

BY: _____
Signature Printed Name Title

DATE: _____

WARRANTY EXCLUSIONS

← To the extent permissible under Mississippi law,
EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

← To the extent permissible under Mississippi law,
IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

Councilman Gollott made the motion to adjourn until November 1, 2022 at 6:30pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.
Absent was Councilman George.

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 November 1, 2022.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

November 1, 2022
Approval of water and sewer adjustments for
November 2022 in the amount of \$9,283.63

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for November 2022 in the amount of \$9,283.63

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated November 2022 in the amount of \$9,283.63 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 November 1, 2022.

NOVEMBER 2022 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
CUSTOMER NAME	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	013-25001-000		159.76				159.76	Pool Fill
	015-01351-003	49.38	82.98	35.00			167.36	Busted Pipe
	017-24801-003		134.49	35.00			169.49	Line in Yard
	019-01901-003	634.43	1,331.06	35.00			2,000.49	Busted Pipe
	023-05201-005	571.89	1,200.28	70.00			1,842.17	Busted Pipe
	031-08201-003	181.34	262.70				444.04	Busted Pipe
	037-02351-000		178.72	35.00			213.72	Pool Fill
	038-15001-001		49.21				49.21	Pool Fill-Refund
	083-08901-000	44.64	84.44	35.00			164.08	Busted Pipe
	086-06601-006		49.67				49.67	Line in Yard
	090-00901-000		112.20	105.00			217.20	Busted Pipe
	090-03401-007	270.93	567.67	105.00			943.60	Line in Yard
	095-01301-006	92.45	151.80				244.25	Busted Pipe
	098-02801-000	104.45	225.90	35.00			365.35	Busted Pipe
	098-10201-001		374.99	105.00			479.99	Pool Fill
	103-01201-001	32.05	79.48	35.00			146.53	Line in Yard
	119-40701-001		56.88				56.88	Pool Fill
	128-06101-002	135.88	275.46				411.34	Line in Yard
	137-04301-001	237.65	449.64	105.00			792.29	Line in Yard
	139-45851-004		191.21	175.00			366.21	Busted Pipe
	TOTAL	2,355.09	6,018.54	910.00	0.00	0.00	9,283.63	
	COMPLETED							

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

Council Meeting:
Title:

November 1, 2022
Approval of the FY 2021 Continuing Disclosure
Submission prepared by Butler Snow, LLP

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the FY 2021 Continuing Disclosure Submission prepared by Butler Snow, LLP

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 pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier, Mississippi FY 2021 Continuing Disclosure Submission prepared by Butler Snow, LLP. 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 November 1, 2022.

**APPENDIX A
ECONOMIC AND DEMOGRAPHIC INFORMATION
FISCAL YEAR 2021**

General Description

The City of Gautier, Mississippi (the “City”) was established in 1867 at the mouth of the Pascagoula River Basin by Fernando Gautier. The City was incorporated in 1986 and is located in Jackson County, Mississippi (the “County”) and abuts the Mississippi Gulf Coast waterfront. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi, the capitol of Mississippi (the “State”).

Population

The population of the City has been recorded as follows:

1990	2000	2010	2020
10,130	11,681	18,572	19,024

SOURCE: Census Data information at website: www.census.gov; Information available as of September 2022.

Government

The City operates under a council-manager form of government. The City’s governing authority is comprised of the Mayor and a six-member City Council (the “Council”), with five members of the Council being elected from designated wards or precincts, and the Mayor and one member of the Council being elected at large. The current Mayor and members of the Council, elected for concurrent four-year terms expiring on July 1, 2025, are as follows:

Name	Occupation	Position Held Since
Casey Vaughn	Mayor	July, 2021
Adam Colledge	Councilman At-Large	July 2009
Cameron B. George	Councilman	July, 2017
Richard “DJ” Jackson	Councilman	July, 2017
Gordon T. Gollott	Councilman	July, 2021
Rusty Anderson	Councilman	July, 2013
Dante Elbin	Councilman	July, 2021

Major Employers

The following is a listing of Jackson County's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Huntington Ingalls	12,250	Naval Shipbuilding
Chevron Pascagoula Refinery	1,600 Full-time and 2,000+ Contract-workers	Petroleum Refinery
Singing River Health System	2,300	Healthcare
VT Halter Marine, Inc.	1,700	Ship Manufacturing
Pascagoula-Gautier Public School District	1,302	Education
Jackson County Public School District	1,200	Education
Jackson County, MS	775	Government
Ocean Springs School District	750	Education
Wal-Mart Supercenter in Pascagoula	450	Retail
Wal-Mart Supercenter in Ocean Springs	450	Retail
SUPSHIP, Conversion & Repair	400	Government
Descher Organization (McDonald's)	400	Fast Food Restaurants
Moss Point School District	369	Education
MS Power Company	280	Utility
City of Pascagoula	275	Government
USN Gulf Coast Research Lab	206	Marine Science Research
City of Gautier	200	Government
MS Gulf Coast Community College	190	Higher Education

SOURCE: Jackson County Economic Development Foundation; February 2022.

Per Capita Income

Year	County	Mississippi	United States	County as Percentage of United States
2020	41,575	42,129	59,510	70%
2019	38,663	39,062	56,047	69
2018	37,234	37,822	54,098	69
2017	36,706	36,817	51,811	71
2016	36,258	35,946	49,812	73

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, (BEA data last updated November 16, 2021). Information available as of September 2022.

County Employment Statistics

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Residence Based Employment					
Civilian Labor Force	58,800	58,850	58,460	58,310	58,720
Unemployed	4,200	3,950	3,550	3,390	3,650
Unemployment Rate	7.1	6.7	6.1	5.8	6.2
Employed	54,600	54,900	54,910	54,920	55,070
Establishment Based Employment					
Manufacturing	14,390	14,440	14,050	13,530	13,300
Non-manufacturing (Total)	37,920	37,580	36,900	37,340	37,060
Agriculture, Forestry, Fishing, Hunting	40	50	10	10	10
Mining	50	40	30	20	20
Utilities	520	470	500	500	500
Construction	4,450	3,980	3,330	3,660	3,460
Wholesale Trade	570	540	500	510	510
Retail Trade	4,790	4,910	4,960	4,890	4,930
Transportation & Warehousing	560	540	490	510	520
Information	630	570	540	480	550
Finance & Insurance	1,080	1,090	1,090	1,090	1,060
Real Estate, Rental & Leasing	420	480	480	460	430
Professional, Scientific & Technical Services	1,780	1,810	1,850	1,950	2,050
Management of Companies & Entertainment	470	380	350	320	340
Administrative Support & Waste Management	2,600	2,160	2,140	1,990	1,860
Educational Services	150	180	170	180	140
Health Care & Social Assistance	3,420	3,590	3,640	3,660	3,570
Arts, Entertainment & Recreation	0	0	0	0	0

Accommodation & Food Services	4,660	4,950	5,050	5,020	5,110
Other Services (except Public Administration)	1,760	1,730	1,720	1,840	1,670
Government	9,970	10,110	10,050	10,250	10,330
Education	3,810	3,850	3,870	3,900	3,940
Total Nonagricultural Employment	52,310	52,020	50,950	50,870	50,360

SOURCE: Annual Labor Force, Labor Market Information Department, Mississippi Employment Security Commission, Annual Averages 2011 forward, last revision 2020. Note: This represents the most current information available as of September 2022.

County Unemployment Statistics

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug	Sep.	Oct.	Nov.	Dec.	Annual Average
2017	7.1	6.3	6.1	5.6	6.1	6.8	6.9	6.1	5.7	5.2	5.4	5.4	6.1
2018	5.7	6.1	5.5	5.2	5.4	6.8	6.4	6.2	5.5	5.2	5.3	6.1	5.8
2019	6.5	6.3	6.0	5.5	5.7	7.1	7.2	6.6	5.9	5.4	5.6	5.5	6.1
2020	5.9	5.8	7.7	20.0	16.1	11.6	10.0	8.0	7.6	6.6	6.7	6.8	9.3
2021	7.2	7.2	6.7	6.2	6.3	7.5	6.9	6.1	5.2	4.6	4.1	4.1	6.0
2022	5.4	4.9	3.9	4.0	4.2	4.9							

SOURCE: *Annual Labor Force Report*, Labor Market Information Department, Mississippi Employment Security Commission. Note: This represents the most current information available as of August 2022.

Retail Sales

State Fiscal Year Ended June 30	Total Sales
2021	\$224,444,492
2020	188,427,698
2019	182,784,357
2018	175,550,377
2017	174,079,615

SOURCE: Annual Report for each year shown, Mississippi Department of Revenue; August 2022.

Banking Institutions

Institutions	2021 Total Assets
Hancock Whitney Bank ¹	36,519,724,000
Merchants & Marine Bank ²	678,860,000
The Peoples Bank ³	816,386,000
First Federal Savings & Loan Association ⁴	322,516,000

SOURCE: Obtained from the FDIC's website, <http://research.fdic.gov/bankfind/index.html>. Assets stated as of December 31, 2021, unless otherwise noted.

¹Headquartered in Gulfport, Mississippi.

²Headquartered in Pascagoula, Mississippi

³Headquartered in Biloxi, Mississippi.

⁴Headquartered in Pascagoula, Mississippi

Educational Facilities

The Pascagoula-Gautier School District (the "District") currently consists of the entire City of Gautier, most of the City of Pascagoula and certain outlying areas in Jackson County not located in the city limits of the City of Gautier and the City of Pascagoula. The District currently operates nineteen (19) schools - ten elementary schools (K-5), two middle schools (6-8), two sixth grade academies, two high schools (9-12), and three specialty schools. Currently the District employs a total of approximately 1,300 people, with approximately 650 of those being certified teachers.

Enrollment figures for the District's current scholastic year and the previous four years are as follows:

Scholastic Year	Enrollment
2021-22	6,583
2020-21	6,508
2019-20	6,787
2018-19	6,866
2017-18	7,054

SOURCE: Pascagoula-Gautier School District and Office of Research and Statistics, Mississippi Department of Education; September 2022.

TAX INFORMATION

Assessed Valuation¹

Assessment Year	Real Property	Personal Property ²	Public Utility Property	Total
2021	\$98,969,977	\$26,631,253	\$9,621,302	\$135,222,532
2020	89,252,925	25,428,959	8,897,946	123,579,830
2019	89,128,642	25,629,526	8,586,605	123,344,773
2018	88,976,976	24,760,086	7,612,361	121,349,423
2017	88,910,357	24,142,590	7,518,392	120,571,339

¹ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2021 are collected starting in January 2022 for the 2021-22 fiscal year budget of the City.

² Personal Property includes mobile homes and automobiles.

³ Decrease in real property assessed value due to the demolition of commercial property during the 2015 tax year, and subsequent adjustments to the tax rolls.

SOURCE: Jackson County Tax Assessor; September 2022.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

The Tax Assessor of Jackson County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation¹

	2021-22	2020-21	2019-20	2018-19	2017-18
General Revenue	33.89*	33.89*	33.89*	33.89*	30.09
Debt Service	8.11	8.11	8.11	8.11	8.11
Library	1.00	1.00	1.00	1.00	1.00
Public Safety	0.00	0.00	0.00	0.00	1.80
Total Levy	43.00	43.00	43.00	43.00	41.00

*2.8 Mills is dedicated to Public Safety.

SOURCE: Office of the City Clerk; September 2022.

Ad Valorem Tax Collections of the City²

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2021	\$4,975,921	\$5,107,221	\$131,300
2020	4,960,331	5,037,061	76,730
2019	4,876,474	5,002,975	126,501
2018	4,639,851	4,720,891	81,040
2017	4,217,327	4,327,480	110,153

SOURCE: Office of the City Clerk; September 2022.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes

¹ Tax levy figures are given in mills.

² Does not include school taxes.

due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To ensure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

Largest Taxpayers

The ten largest taxpayers in the City of Gautier for assessment year 2021 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
SINGING RIVER ELECTRIC POWER CO-OP	8,025,876	345,112.68
LOWE'S HOME CENTERS LLC	2,044,119	87,897.11
KLP TOULON APARTMENTS LP	1,492,089	64,159.83
BIENVILLE ORTHOPAEDICS/SURGERY CENTER	1,481,447	63,702.23
RESERVE OF GAUTIER LLC	1,026,493	44,139.20
OCEAN ESTATES II LLC	766,718	32,968.98
MISSISSIPPI POWER COMPANY	760,083	32,683.57
VILLAS OF HICKORY HILLS INC	724,399	31,149.17
CSX TRANSPORTATION INC	619,791	26,651.01
GAUTIER ASSOCIATES	385,590	16,580.37
TOTALS	\$17,326,605	\$745,044.15

SOURCE: Office of the Jackson County Tax Collector; September 2022.

DEBT INFORMATION

Legal Debt Limit Statement

(As of August 1, 2022)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$135,222,532)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of August 1, 2022)

Issue	Date of Issue	Outstanding Principal
General Obligation Bonds, Series 2019	04/11/19	4,095,000
General Obligation Refunding Bonds, Series 2020	05/05/20	3,379,000
Total		\$7,474,000

Outstanding Water and Sewer Revenue Bond Debt

(As of August 1, 2022)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3 ¹	01/06	\$ 246,112.68
State Revolving Fund Loan #4 ¹	09/06	348,056.53
State Revolving Fund Loan #4 ¹	10/06	435,429.92
State Revolving Fund Construction Loan #5 ¹	06/08	134,449.35
State Revolving Fund Construction Loan #6 ¹	09/09	292,180.61
State Revolving Fund Construction Loan #7 ¹	09/09	729,834.52
Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) ³	8/13/13	155,000.00 ⁴
Combined Utility System Revenue Bonds, Series 2018 ²	6/01/18	3,430,000.00
Combined Utility System Revenue Bonds, Series 2019 ²	12/18/19	5,580,000.00
Taxable Combined Utility System Revenue Bonds, Series 2020 ²	12/17/20	2,480,000.00
Total		\$13,831,063.61

¹ The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

² Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans.

³ Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

SOURCE: Office of the City Clerk; September 2022.

General Obligation Annual Debt Service Requirements

FY Ending September 30	Principal	Interest	Total
2022	575,000.00	211,051.26	786,051.26
2023	594,000.00	199,038.76	793,038.76
2024	579,000.00	186,631.26	765,631.26
2025	588,000.00	173,598.76	761,598.76
2026	591,000.00	159,496.26	750,496.26
2027	604,000.00	145,128.76	749,128.76
2028	606,000.00	130,408.76	736,408.76
2029	611,000.00	115,441.26	726,441.26
2030	616,000.00	101,136.26	717,136.26
2031	205,000.00	87,528.13	292,528.13
2032	215,000.00	80,965.63	295,965.63
2033	220,000.00	74,168.76	294,168.76
2034	225,000.00	67,215.63	292,215.63
2035	235,000.00	59,587.50	294,587.50
2036	240,000.00	51,275.00	291,275.00
2037	250,000.00	42,700.00	292,700.00
2038	260,000.00	33,775.00	293,775.00
2039	270,000.00	24,500.00	294,500.00
2040	280,000.00	14,875.00	294,875.00
2041	285,000.00	4,987.50	289,987.50
Total:	\$8,049,000.00	\$1,963,509.49	\$10,012,509.49

Overlapping/Underlying General Obligation Indebtedness

Political Subdivision	2020 Population	2021-22 Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Jackson County ³	143,252	\$2,131,668,690	\$35,317,000	\$246.54

School District	2021-22 Assessed Valuation	General Obligation Bonded Debt
Pascagoula-Gautier School District	\$1,032,813,502	\$0.00 ⁵

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³Source: County Administrator, March 2022.

⁵FY 2021 Audit of the school district.

APPENDIX B
INFORMATION ON THE COMBINED UTILITY SYSTEM
CITY OF GAUTIER, MISSISSIPPI
FISCAL YEAR 2021

THE SYSTEM

General

The Gautier Utility District (the "District") was originally created in 1973 under the provisions of Senate Bill 2251, Local and Private Laws of Mississippi, Regular Session, 1966, as a combined water and sewer utility and a fire protection district. The District's service area was five miles west of the City of Pascagoula, Mississippi, the county seat for Jackson County, Mississippi (the "County"), and 20 miles east of Biloxi, Mississippi.

On July 31, 2002, the City, through an annexation of the property within the District, assumed the operation and maintenance of the District and the System as well as the obligations of the District. The City's service area is bounded on the east by the West Pascagoula River, to the northwest by the Mississippi Sandhill Crane National Wildlife Refuge and to the south by the Gulf of Mexico (the "Service Area"). Opportunity for growth exists to the west, south of the refuge, and to the north. Nearly all of the densely populated areas within the Service Area are being served. The City continues to make a concerted effort to enhance the revenue potential of the System by improved internal control and customer additions.

The Water System

The City currently provides water service to approximately 7,182 customers. The Service Area's water supply source consists of eight ground wells located throughout the Service Area with a combined pumping capacity of 4,619 gallons per minute, the largest well delivering 1102 gallons per minute. Treatment of the groundwater is accomplished at the well heads. As the City has developed, it has always utilized water wells for its water source. Currently, the wells supplying the Service Area are all in the Pascagoula Formations (depth 600' to 800'). The Service Area's groundwater sources are of such quality so as to only require chlorination prior to entering the System. Water storage is comprised of five elevated tanks with a capacity of 1,200,000 gallons. The largest storage tank holds 500,000 gallons. At present, the Service Area has approximately 120 miles of water lines in service. The overall condition of the water system is fair to good. The average daily consumption is approximately 3.2 million gallons.

The Sewer System

The City's sewer system is made up of approximately 13.5 miles of interceptors and 103 miles of collection lines. The City's sewer system is connected via two pump stations and a force main to the facilities of the Jackson County Utility Authority (the "Authority"), that, through a contractual arrangement, provides treatment of the collected wastewater. The City is a member of the joint venture of the Authority, which was established by an act of the State Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

Currently, the City's average flow of wastewater to the Authority's treatment system is 1,700,000 gallons per day. The Authority has a design capacity of 4,000,000 gallons per day.

The City's monthly payment for wastewater treatment is established prior to the beginning of each fiscal year based on a formula used for projecting the City's expected wastewater flows. Because the amount of wastewater actually treated will differ from the amount estimated to be treated, the monthly fee paid to the Authority is further adjusted by the amount by which the City either overpaid or underpaid in the preceding year.

The City has taken various actions as a precaution to the possibility of volatile wastewater treatment costs in future fiscal years. The City has established a Rate Stabilization Fund. The amounts on hand in the Rate Stabilization Fund may be withdrawn by the City for the purpose of payment of any Current Expenses incurred including the payment of wastewater treatment costs.

Fire Protection

The fire protection facilities of the City include four fire stations. The fire stations are located within the corporate limits of the City and are owned and operated by the City.

Mandatory Connections

On June 16, 1986, the Board of Supervisors of the County, having previously created the District on July 3, 1973, unanimously adopted a resolution requiring connection to the System of all dwellings and buildings in the Service Area of the District within reasonable proximity to the System. Refusal to connect to the System is a misdemeanor and subjects the offender to a fine not to exceed \$100 to be imposed by any court of competent jurisdiction, with each day that the subject dwelling or building is unconnected constituting a separate offense.

Utility Rate Schedule

The following table sets forth the current utility rate schedule for water and sewer customers in the City:

Service	Current Rates
Gallons	3,000
Water	
First 3,000 Gallons (Residential)	24.75
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	8.25
First 3,000 Gallons (Commercial)	25.50
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	8.50
Sewer²	
First 3,000 Gallons (Residential)	12.30
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	4.10
First 3,000 Gallons (Commercial)	18.75
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	6.25
Wastewater Treatment	
First 3,000 Gallons (Commercial & Residential)	15.45
Over 3,000 Gallons (per 1,000 Gallons) (Commercial & Residential)	5.15
Garbage	
Monthly Charge	21.00
Minimum Average Bill	73.50

¹ The City bills their citizens/customers separately for wastewater treatment. Fire protection is provided through the City's general fund budget. Information as of November 1, 2019.

² Sewer only monthly charge is \$100.00 for commercial and \$42.00 for residential.

In the event that the anticipated increase in revenues attributable to the increased customer base and rate schedule is insufficient to pay the capitalization and operating costs of the System in future years, the City is committed to increasing water and sewer rates to the extent necessary to meet any such shortfalls in revenue that may occur.

Management of the System

The System is a division of the City and is operated and maintained by the City. The System is governed by the Governing Body and administered by the Grants & Projects Department under supervision of the City Manager. The daily operations of the System are performed by Clearwater Solutions LLC consisting of a division head and 24 employees. The City prepares financial statements for the System.

Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's current rate schedule was adopted by the Governing Body on October 3, 2017. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

Customers Served by the City

The following table shows the number of customers served by the City from 2017 to 2021:

FY Ending September 30	Customers
2021	7,182 (Metered Accounts)
2020	7,257 (Metered Accounts)
2019	7,361 (Metered Accounts)
2018	7,357 (Metered Accounts)
2017	7,346 (Metered Accounts)

Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2021:

TEN LARGEST USERS	TOTAL WATER CHARGES
KLP Toulon Apartments	\$180,555.68
River Bend Condo Inc	128,624.03
Bayou Village Apartments	126,592.35
Singing River Apartments	124,655.60
3491 Dolphin Gautier Holdings	121,343.62
Forest City Southern Group	104,648.38
Forest City Southern Group	91,953.62
Indian Point	82,947.84
MS Gulf Coast Community College	73,439.30
Magnolia Oaks	70,783.59

System Capacity

The current capacity of the City's water system is as follows:

Current Water System	Number of Gallons per day
Capacity	2,996,400 customer only
Peak daily load	13,302,720 mgd
Average daily usage	3.2 mgd

The current capacity of the City's sewer system is as follows:

Current Sewer System	Number of Gallons per day
Capacity	4,000,000
Peak Daily load	3,500,000
Average daily usage	1,700,000

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City, set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2017 to 2025. Rates for the System are based on a rate schedule adopted by the Governing Body on October 3, 2017. See "THE SYSTEM – Establishment of Rates" herein. Historical calculations for the combined utility system of the City were based on actual data in the City's annual audits (Fiscal Years 2017–2021) and budgeted financial data for Fiscal Year 2022. Fiscal Years 2023–2025 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2017–2021 ranges from a low of 1.23% in Fiscal Year 2015 to the current 2.50% in Fiscal Year 2021 (the most recently available audited information). The following schedules should be reviewed based on the following assumptions:

1. Water rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
2. Sewer rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;

3. Water and sewer usage are projected to remain constant;
4. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth; and
5. Debt service based on the following:

System Revenue Bonds Outstanding	Outstanding Principal (as of September 30, 2021)
\$4,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018	\$3,580,000.00
\$6,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019	5,795,000.00
\$2,579,000 ((original principal amount) City of Gautier, Mississippi Taxable Combined Utility System Revenue Refunding Bonds, Series 2020	2,520,000.00
Total Bonds Currently Outstanding	\$11,895,000.00
<u>SRF Loans</u>	
State Revolving Fund Loan #3	\$ 328,097.46
State Revolving Fund Loan #4	434,579.64
State Revolving Fund Loan #4	547,893.82
State Revolving Fund Construction Loan #5	155,489.82
State Revolving Fund Construction Loan #6	328,031.52
State Revolving Fund Construction Loan #7	<u>816,565.40</u>
Total:	\$2,610,657.66

The Utility Bonds and SRF Loans are payable as to principal and interest solely from the revenue derived by the City from the operation of the System.

The Utility Bonds and SRF Loans are payable as to principal and interest solely from the revenue derived by the City from the operation of the System.

SRF Loans

The SRF Loans are loans from the State to the City which were made by the City to finance improvements to the System. The total amount of SRF Loans currently outstanding is approximately \$2,610,657.66. Although the SRF Loans have a lien on the Revenues of the System, they are paid from monies collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

Schedule of Revenues and Expenditures and Debt Service Coverage

The following schedule summarizes the City's audited operating results for the Fiscal Years ended September 30, 2017 through September 30, 2021, unaudited operating results for the Fiscal Year ended September 30, 2021. The schedule also sets forth projected Revenues for the Fiscal Years ending September 30, 2022 through 2025 (based on the current rate schedule).

Historical Statement of Revenues, Expenditures and Debt Service Coverage

	Fiscal Year 2017 Audited	Fiscal Year 2018 Audited	Fiscal Year 2019 Audited	Fiscal Year 2020 Audited	Fiscal Year 2021 Audited
					\$12,639,753
Total Revenues	\$9,826,364	\$11,491,951	\$11,499,551	\$11,947,363	8,143,594
Total Expenditures	5,331,452	6,202,650	7,087,502	8,541,921	4,496,159
Available for Debt Service	4,494,912	5,289,301	4,412,049	3,405,442	<u>1,342,411</u>
Existing Debt Service	<u>2,472,081</u>	<u>2,471,182</u>	<u>1,569,483</u>	<u>1,352,856</u>	<u>\$ 2,699,740</u>
Available Revenue for New Debt Service	<u>\$2,022,831</u>	<u>\$2,818,119</u>	<u>\$2,842,566</u>	\$ 2,052,586	\$ 454,008
Debt Service Coverage	1.82	2.14	2.81	2.51	2.50

Projected Statement of Revenues, Expenditures and Debt Service Coverage¹

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Total Revenues	\$12,734,611	\$12,861,957	\$12,990,577	\$13,120,483
Total Expenditures	8,848,202	9,113,648	9,387,057	9,668,669
Available for Debt Service	3,886,409	3,748,309	3,603,520	3,451,814
Existing Debt Service	<u>1,343,213</u>	<u>1,340,669</u>	<u>1,348,689</u>	<u>1,344,931</u>
Balance	\$ <u>2,543,196</u>	\$ <u>2,407,640</u>	\$ <u>2,254,831</u>	\$2,106,883.
New Debt Service	\$ <u>378,706</u>	\$ <u>376,638</u>	\$ <u>379,181</u>	\$381,250
Debt Service Coverage	2.25	2.18	2.08	1.99

1 Assumes a 1% annual increase in total revenues for projected years, and 3% annual increase in total expenses for projected years.

SOURCE: Office of the City Clerk, September 2022.
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City of Gautier
October 1, 2021 - September 30, 2022
Annual Budget

GENERAL FUND: FUND 001	ORIGINAL	PROPOSED
REVENUES	BUDGET	BUDGET
	FY 2021	FY 2022
Licenses & Permits	\$ 97,000.00	\$ 108,500.00
Inter-Governmental Revenue:		
In Lieu of Taxes	\$ 353,000.00	\$ 360,000.00
Franchise Fees	\$ 150,000.00	\$ 132,000.00
General Sales Tax	\$ 2,275,000.00	\$ 2,475,000.00
ABC Licenses	\$ 13,000.00	\$ 14,500.00
Homestead Reimbursement	\$ 105,000.00	\$ 105,000.00
Motor Fuel Tax	\$ 15,000.00	\$ 15,000.00
Modernization USE Tax	\$ 130,000.00	\$ -
Shared Revenues - Road Tax	\$ 579,000.00	\$ 630,794.00
Shared Revenues - Recreation	\$ 141,000.00	\$ 140,000.00
JCBS Inter Local Funds	\$ -	\$ -
Rail Car Tax	\$ 2,800.00	\$ 2,800.00
Privilege Tax-Heavy Duty Vehicle	\$ 5,000.00	\$ 5,500.00
Municipal Aid Surplus	\$ 9,250.00	\$ 9,250.00
FEMA/MEMA Reimbursement	\$ 95,000.00	\$ 159,000.00
Fine & Forfeits	\$ 500,000.00	\$ 400,000.00
Grants	\$ 85,888.00	\$ 85,888.00
Surplus Property	\$ -	\$ -
Loan - Public Safety Vehicles	\$ -	\$ 40,000.00
Miscellaneous	\$ 141,400.00	\$ 143,100.00
Transfer from Other Funds	\$ -	\$ 102,012.00
Transfer from Solid Waste Fund	\$ 332,634.00	\$ 300,000.00
Transfer from Enterprise Fund	\$ 704,000.00	\$ 780,000.00
Total revenue from sources other than taxation	\$ 5,733,972.00	\$ 6,008,344.00
Balance at beginning of year	\$ 2,400,000.00	\$ 4,300,000.00
Total from all sources other than taxation	\$ 8,133,972.00	\$ 10,308,344.00
Amount necessary to be raised by tax levy	\$ 4,829,923.00	\$ 5,261,835.00
Total available cash and anticipated revenue	\$ 12,963,895.00	\$ 15,570,179.00
GENERAL FUND		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	\$ 156,538.00	\$ 214,905.00
Supplies	\$ 2,000.00	\$ 5,000.00
Other Services & Charges	\$ 16,525.00	\$ 53,800.00
Total	\$ 175,063.00	\$ 273,705.00
CITY COURT		
Personnel Services	\$ 182,166.00	\$ 219,529.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 130,550.00	\$ 126,550.00
Capital Outlay	\$ -	\$ -
Total	\$ 315,216.00	\$ 348,579.00
CITY MANAGER		
Personnel Services	\$ 120,000.00	\$ 135,000.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 127,800.00	\$ 190,800.00
Total	\$ 250,300.00	\$ 328,300.00
HUMAN RESOURCES		
Personnel Services	\$ 55,664.00	\$ 64,570.00
Supplies	\$ 2,500.00	\$ 4,000.00
Other Services & Charges	\$ 7,100.00	\$ 10,600.00
Total	\$ 65,264.00	\$ 79,170.00
ELECTIONS		
Supplies	\$ 500.00	\$ -
Other Services & Charges	\$ 31,500.00	\$ -
Total	\$ 32,000.00	\$ -
CITY CLERK		
Personnel Services	\$ 472,598.00	\$ 490,313.00
Supplies	\$ 17,000.00	\$ 18,000.00
Other Services & Charges	\$ 22,400.00	\$ 25,500.00
Capital Outlay	\$ 2,000.00	\$ 3,700.00
Debt Service	\$ 10,498.00	\$ 10,498.00
Total	\$ 524,496.00	\$ 548,011.00
CITY ATTORNEY		
Other Services & Charges	\$ 130,000.00	\$ 180,000.00
Total	\$ 130,000.00	\$ 180,000.00
BUILDING & PLANNING		
Personnel Services	\$ 356,316.00	\$ 428,541.00
Supplies	\$ 10,400.00	\$ 20,000.00
Other Services & Charges	\$ 57,800.00	\$ 67,650.00
Total	\$ 424,516.00	\$ 516,191.00
GENERAL EXPENSES & FACILITIES		
Supplies	\$ 18,000.00	\$ 23,000.00
Other Services & Charges	\$ 663,600.00	\$ 649,200.00
Capital Outlay	\$ -	\$ -
Total	\$ 681,600.00	\$ 672,200.00

GRANTS & PROJECTS ADMIN		
Personnel Services	\$ 178,740.00	\$ 178,725.00
Supplies	\$ 900.00	\$ 1,800.00
Other Services & Charges	\$ 14,975.00	\$ 50,280.00
Capital Outlay	\$ 600.00	\$ 1,500.00
Total	\$ 195,215.00	\$ 232,305.00
POLICE DEPARTMENT		
Personnel Services	\$ 3,078,738.00	\$ 3,325,792.00
Supplies	\$ 197,500.00	\$ 267,000.00
Other Services & Charges	\$ 159,900.00	\$ 213,600.00
Capital Outlay	\$ 31,000.00	\$ 158,000.00
Debt Service	\$ 38,830.00	\$ 76,826.00
Total	\$ 3,505,968.00	\$ 4,041,218.00
FIRE DEPARTMENT		
Personnel Services	\$ 2,515,039.00	\$ 2,535,217.00
Supplies	\$ 61,867.00	\$ 74,912.00
Other Services & Charges	\$ 104,650.00	\$ 132,350.00
Capital Outlay	\$ 6,200.00	\$ 3,000.00
Debt Service	\$ 13,416.00	\$ 13,416.00
Total	\$ 2,701,172.00	\$ 2,758,895.00
RECREATION DEPARTMENT		
Personnel Services	\$ 416,147.00	\$ 587,947.00
Supplies	\$ 82,000.00	\$ 119,000.00
Other Services & Charges	\$ 78,750.00	\$ 99,250.00
Capital Outlay	\$ 2,500.00	\$ 34,746.00
Debt Service	\$ 27,343.00	\$ 27,343.00
Total	\$ 606,740.00	\$ 868,286.00
STREETS		
Supplies	\$ 75,000.00	\$ 96,000.00
Other Services & Charges	\$ 231,000.00	\$ 269,000.00
Capital Outlay	\$ 35,000.00	\$ 80,000.00
Total	\$ 341,000.00	\$ 445,000.00
MAINTENANCE		
Personnel Services	\$ 222,002.00	\$ 278,374.00
Supplies	\$ 20,800.00	\$ 30,000.00
Other Services & Charges	\$ 5,470.00	\$ 20,200.00
Capital Outlay	\$ -	\$ 5,500.00
Total	\$ 248,272.00	\$ 334,074.00
DEBT SERVICE		
Debt Service	\$ -	\$ 87,454.00
Total	\$ -	\$ 87,454.00
INTERFUND TRANSFERS		
Transfer to Other Funds	\$ 850,529.00	\$ 809,552.00
Transfer to Health Benefit Fund	\$ -	\$ -
Total	\$ 850,529.00	\$ 809,552.00
TOTAL EXPENDITURES	\$ 11,047,351.00	\$ 12,522,940.00
YEAR END BALANCE	\$ 1,916,544.00	\$ 3,047,239.00
BALANCE	\$ 12,963,895.00	\$ 15,570,179.00

HB1 MODERNIZATION ACT (USE TAX): FUND 002

REVENUE		
Balance at beginning of year	\$ -	\$ 430,492.00
Use Tax Distributions	\$ -	\$ 645,000.00
Transfer from General Fund	\$ -	\$ -
Total available cash and anticipated revenue	\$ -	\$ 1,075,492.00
EXPENDITURES		
Infrastructure: Water & Sewer	\$ -	\$ 250,492.00
Unappropriated (Restricted)	\$ -	\$ 345,000.00
Transfers to Capital Projects	\$ -	\$ 480,000.00
TOTAL EXPENDITURES	\$ -	\$ 1,075,492.00
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ -	\$ 1,075,492.00

ARPA FEDERAL FUNDS SLFR22621: FUND 003

REVENUE		
Balance at beginning of year	\$ -	\$ 2,272,838.62
Fiscal Recovery Funds 2nd Tranche	\$ -	\$ 2,272,838.61
Total available cash and anticipated revenue	\$ -	\$ 4,545,677.23
EXPENDITURES		
Health & Welfare	\$ -	\$ 108,000.00
Negative Economic Impact: Personnel	\$ -	\$ 538,074.00
Revenue Replacement: Capital Outlay	\$ -	\$ 541,100.00
Unappropriated (Restricted)	\$ -	\$ 3,358,503.23
TOTAL EXPENDITURES	\$ -	\$ 4,545,677.23
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ -	\$ 4,545,677.23

ALLEN ROAD WIDENING: FUND 20**REVENUES**

Balance at beginning of year	\$	-	\$	-
Transfer from General Fund	\$	46,324.00	\$	-
Total available cash and anticipated revenue	\$	46,324.00	\$	-

EXPENDITURES

Debt Service	\$	46,324.00	\$	-
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TOTAL EXPENDITURES	\$	46,324.00	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	46,324.00	\$	-
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MDAH SCHOOL HOUSE PROJECT: FUND 30**REVENUES**

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

EXPENDITURES

Supplies	\$	2,983.43	\$	2,983.43
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TOTAL EXPENDITURES	\$	2,983.43	\$	2,983.43
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	2,983.43	\$	2,983.43
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\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	1,291,364.10	\$	2,053,573.68
Interest	\$	1,000.00	\$	1,250.00
MDOT Reimbursements	\$	5,189,078.00	\$	5,767,207.00
Transfer from GF Debt Service	\$	489,298.00	\$	494,070.00
Transfer from Enterprise Fund	\$	825,000.00	\$	-
Transfer from HB1 Use Tax	\$	-	\$	180,000.00
Total available cash and anticipated revenue	\$	7,795,740.10	\$	8,496,100.68

EXPENDITURES

Annual Debt Service & Fees	\$	489,298.00	\$	494,070.00
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Capital Improvements	\$	7,306,442.10	\$	8,002,030.68
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TOTAL EXPENDITURES	\$	7,795,740.10	\$	8,496,100.68
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	7,795,740.10	\$	8,496,100.68
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LOCAL FORFEITURES: FUND 156**REVENUES**

Balance at beginning of year	\$	298,356.01	\$	427,857.19
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	298,356.01	\$	427,857.19

EXPENDITURES

Personnel Services (Overtime)	\$	64,240.00	\$	64,240.00
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Supplies	\$	2,500.00	\$	-
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Capital Outlay	\$	231,616.01	\$	200,000.00
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TOTAL EXPENDITURES	\$	298,356.01	\$	264,240.00
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YEAR END BALANCE	\$	-	\$	163,617.19
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BALANCE	\$	298,356.01	\$	427,857.19
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	86,273.95	\$	41,995.93
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	86,273.95	\$	41,995.93

EXPENDITURES

Capital Outlay	\$	86,273.95	\$	41,995.93
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TOTAL EXPENDITURES	\$	86,273.95	\$	41,995.93
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	86,273.95	\$	41,995.93
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	251,814.17	\$	97,334.51
Fire Insurance Rebate	\$	108,000.00	\$	216,000.00
MS Code Rebate	\$	3,000.00	\$	6,000.00
Loan Proceeds	\$	-	\$	450,000.00
Total available cash and anticipated revenue	\$	362,814.17	\$	769,334.51

EXPENDITURES

Other Services & Charges	\$	21,343.30	\$	16,343.30
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Capital Outlay	\$	65,000.00	\$	535,000.00
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Debt Service	\$	102,754.00	\$	102,754.00
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TOTAL EXPENDITURES	\$	189,097.30	\$	654,097.30
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YEAR END BALANCE	\$	173,716.87	\$	115,237.21
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BALANCE	\$	362,814.17	\$	769,334.51
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TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	24,960.95	\$	30,000.00
Grant: Shepard State Park	\$	194,527.32	\$	671,308.04
Grant: City Park	\$	-	\$	626.40
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	219,488.27	\$	701,934.44

EXPENDITURES

Capital Outlay: Shepard State Park	\$	219,488.27	\$	701,308.04
Capital Outlay: Mary Walker Bayou Parks	\$	-	\$	626.40

TOTAL EXPENDITURES

	\$	219,488.27	\$	701,934.44
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	219,488.27	\$	701,934.44

LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	114,998.00	\$	125,282.00
Total available cash and anticipated revenue	\$	114,998.00	\$	125,282.00

EXPENDITURES

Other Services & Charges	\$	114,998.00	\$	125,282.00
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TOTAL EXPENDITURES

	\$	114,998.00	\$	125,282.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	114,998.00	\$	125,282.00

SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	52,000.00	\$	70,000.00
Tidelands Grant	\$	-	\$	27,560.00
USFW Grant	\$	-	\$	72,440.00
Other Revenue	\$	150.00	\$	1,200.00
Merchandise Sales	\$	-	\$	10,000.00
Camping Fees	\$	100,000.00	\$	125,000.00
Admission Fees/Day Use	\$	6,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	158,150.00	\$	316,200.00

EXPENDITURES

Personnel Services	\$	63,048.00	\$	73,161.00
Supplies	\$	16,950.00	\$	31,500.00
Other Services & Charges	\$	59,050.00	\$	69,350.00
Capital Outlay	\$	2,500.00	\$	2,500.00
Capital Outlay: Kayak Launch	\$	-	\$	100,000.00

TOTAL EXPENDITURES

	\$	141,548.00	\$	276,511.00
YEAR END BALANCE	\$	16,602.00	\$	39,689.00
BALANCE	\$	158,150.00	\$	316,200.00

S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250**REVENUES**

Balance at beginning of year	\$	114,193.00	\$	129,839.72
Miscellaneous - Interest	\$	300.00	\$	150.00
Transfers In	\$	301,263.00	\$	288,646.00
Total available cash and anticipated revenue	\$	415,756.00	\$	418,635.72

EXPENDITURES

Debt Service	\$	285,657.00	\$	284,494.00
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TOTAL EXPENDITURES

	\$	285,657.00	\$	284,494.00
YEAR END BALANCE	\$	130,099.00	\$	134,141.72
BALANCE	\$	415,756.00	\$	418,635.72

RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251**REVENUES**

Balance at Beginning of Year	\$	327,780.48	\$	337,236.00
Miscellaneous - Interest	\$	600.00	\$	672.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	338,380.48	\$	347,908.00

EXPENDITURES

Transfers Out (Fund 250)	\$	1,263.00	\$	646.00
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TOTAL EXPENDITURES

	\$	1,263.00	\$	646.00
YEAR END BALANCE	\$	337,117.48	\$	347,262.00
BALANCE	\$	338,380.48	\$	347,908.00

S2019 UTILITY REVENUE BOND DEBT SERVICE: FUND 252**REVENUES**

Balance at beginning of year	\$	308,630.00	\$	241,832.05
Miscellaneous - Interest	\$	300.00	\$	280.00
Transfers In	\$	386,844.00	\$	384,816.00
Total available cash and anticipated revenue	\$	695,774.00	\$	626,928.05

EXPENDITURES

Debt Service	\$	454,009.00	\$	378,707.00
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TOTAL EXPENDITURES

	\$	454,009.00	\$	378,707.00
YEAR END BALANCE	\$	241,765.00	\$	248,221.05
BALANCE	\$	695,774.00	\$	626,928.05

RESERVE FUND - S2019 UTILITY REVENUE BOND: FUND 253**REVENUES**

Balance at Beginning of Year	\$	436,207.07	\$	446,065.35
Miscellaneous - Interest	\$	600.00	\$	782.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	446,807.07	\$	456,847.35

EXPENDITURES

Transfers Out (Fund 252)	\$	844.00	\$	816.00
TOTAL EXPENDITURES	\$	844.00	\$	816.00
YEAR END BALANCE	\$	445,963.07	\$	456,031.35
BALANCE	\$	446,807.07	\$	456,847.35

USDA-NRCS EMERGENCY WATERSHED: FUND 300**REVENUES**

Balance at beginning of year	\$	43,916.51	\$	(88,918.95)
Grant	\$	166,031.25	\$	150,029.46
Transfers In (Enterprise)	\$	25,402.24	\$	-
Total available cash and anticipated revenue	\$	235,350.00	\$	61,110.51

EXPENDITURES

Other Services & Charges	\$	235,350.00	\$	57,715.44
TOTAL EXPENDITURES	\$	235,350.00	\$	57,715.44
YEAR END BALANCE	\$	-	\$	3,395.07
BALANCE	\$	235,350.00	\$	61,110.51

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

Balance at beginning of year	\$	452,086.65	\$	307,013.27
MDOT Reimbursements	\$	808,000.00	\$	481,570.32
Transfers In (Fund 128)	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,260,086.65	\$	788,583.59

EXPENDITURES

Capital Outlay	\$	-	\$	618,398.18
Transfer Out (General Fund)	\$	1,152,085.49	\$	102,012.64
TOTAL EXPENDITURES	\$	1,152,085.49	\$	720,410.82
YEAR END BALANCE	\$	108,001.16	\$	68,172.77
BALANCE	\$	1,260,086.65	\$	788,583.59

TOWN COMMONS PARK PROJECT: FUND 304**REVENUES**

Balance at beginning of year	\$	2,066,900.00	\$	1,617,804.13
Tidelands Grant	\$	936,360.98	\$	1,234,860.98
State Funding Allocation (SB 2948)	\$	-	\$	1,000,000.00
Interest	\$	1,000.00	\$	1,000.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	3,004,260.98	\$	3,853,665.11

EXPENDITURES

Capital Outlay	\$	3,004,260.98	\$	3,853,665.11
TOTAL EXPENDITURES	\$	3,004,260.98	\$	3,853,665.11
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	3,004,260.98	\$	3,853,665.11

S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305**REVENUES**

Balance at beginning of year	\$	54,087.79	\$	103,534.26
Interest	\$	2,400.00	\$	1,100.00
Transfer In (Debt Service)	\$	294,907.00	\$	295,482.00
Total available cash and anticipated revenue	\$	351,394.79	\$	400,116.26

EXPENDITURES

Capital Outlay (Recreation)	\$	52,033.37	\$	46,946.72
Contingencies - Unappropriated	\$	3,450.00	\$	21,142.66
Debt Service	\$	294,907.00	\$	295,482.00
TOTAL EXPENDITURES	\$	350,390.37	\$	363,571.38
YEAR END BALANCE	\$	1,004.42	\$	36,544.88
BALANCE	\$	351,394.79	\$	400,116.26

BACOT PARK IMPROVEMENTS: FUND 307**REVENUES**

Balance at beginning of year	\$	1,687,250.00	\$	1,532,374.70
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,687,250.00	\$	1,532,374.70

EXPENDITURES

Capital Outlay	\$	1,687,250.00	\$	1,532,374.70
TOTAL EXPENDITURES	\$	1,687,250.00	\$	1,532,374.70
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,687,250.00	\$	1,532,374.70

SSP BOARDWALK PROJECT: FUND 308**REVENUES**

Balance at beginning of year	\$	(223,504.25)	\$	-
Tidelands Grant	\$	444,909.00	\$	-
Total available cash and anticipated revenue	\$	221,404.75	\$	-

EXPENDITURES

Capital Outlay	\$	221,404.75	\$	-
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TOTAL EXPENDITURES	\$	221,404.75	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	221,404.75	\$	-
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TOWN CENTER RETAIL DEV COMPLEX: FUND 309**REVENUES**

Balance at beginning of year	\$	-	\$	2,001,270.40
State Funding Allocation	\$	1,500,000.00	\$	-
MDA Restore Funds (BP)	\$	3,500,000.00	\$	3,500,000.00
Transfers In (General)	\$	20,000.00	\$	320,000.00
Interest	\$	-	\$	600.00
Loan Proceeds	\$	500,000.00	\$	-
Total available cash and anticipated revenue	\$	5,520,000.00	\$	5,821,870.40

EXPENDITURES

Other Services and Charges	\$	20,000.00	\$	321,870.40
Capital Outlay	\$	5,500,000.00	\$	5,500,000.00

TOTAL EXPENDITURES	\$	5,520,000.00	\$	5,821,870.40
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	5,520,000.00	\$	5,821,870.40
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ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	129,112.00	\$	-
Total available cash and anticipated revenue	\$	129,112.00	\$	-

EXPENDITURES

Other Services & Charges	\$	10,512.00	\$	-
Capital Outlay	\$	118,600.00	\$	-

TOTAL EXPENDITURES	\$	129,112.00	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	129,112.00	\$	-
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2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$	1,334,486.36	\$	16,702.23
Interest	\$	1,200.00	\$	-
Total available cash and anticipated revenue	\$	1,335,686.36	\$	16,702.23

EXPENDITURES

Capital Outlay	\$	10,000.00	\$	-
Transfers Out (Fund 355)	\$	1,324,486.36	\$	16,702.23

TOTAL EXPENDITURES	\$	1,334,486.36	\$	16,702.23
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YEAR END BALANCE	\$	1,200.00	\$	-
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BALANCE	\$	1,335,686.36	\$	16,702.23
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HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$	42,320.16	\$	-
MDOT Reimbursements	\$	229,805.70	\$	1,162.38
Total available cash and anticipated revenue	\$	272,125.86	\$	1,162.38

EXPENDITURES

Water Lines: Capital Outlay	\$	50,150.00	\$	-
Sewer Lines: Capital Outlay	\$	24,802.30	\$	-
Transfers Out (Fund 355)	\$	197,173.56	\$	1,162.38

TOTAL EXPENDITURES	\$	272,125.86	\$	1,162.38
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	272,125.86	\$	1,162.38
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WATER SUPPLY & TREATMENT PLANT: FUND 355**REVENUES**

Balance at beginning of year	\$	5,531,086.63	\$	5,219,611.20
Interest	\$	-	\$	6,000.00
Transfers In	\$	1,324,486.36	\$	23,094.61
Total available cash and anticipated revenue	\$	6,855,572.99	\$	5,248,705.81

EXPENDITURES

Capital Outlay	\$	6,855,572.99	\$	5,248,705.81
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TOTAL EXPENDITURES	\$	6,855,572.99	\$	5,248,705.81
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	6,855,572.99	\$	5,248,705.81
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2018 BOND - GENERAL CONSTRUCTION: FUND 358**REVENUES**

Balance at beginning of year	\$	521.00	\$	5,230.00
Interest	\$	1,500.00	\$	-
Total available cash and anticipated revenue	\$	2,021.00	\$	5,230.00

EXPENDITURES

Transfer Out (Fund 355)	\$	2,021.00	\$	5,230.00
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TOTAL EXPENDITURES	\$	2,021.00	\$	5,230.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	2,021.00	\$	5,230.00

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

Balance at beginning of year	\$	5,513.50	\$	100,037.75
MDEQ Restore Act Grant	\$	1,959,077.40	\$	1,346,847.50
Transfers In - Enterprise Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,964,590.90	\$	1,446,885.25

EXPENDITURES

Capital Outlay	\$	1,964,590.90	\$	1,446,885.25
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TOTAL EXPENDITURES	\$	1,964,590.90	\$	1,446,885.25
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,964,590.90	\$	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
Total available cash and anticipated revenue	\$	-	\$	2,654,565.00

EXPENDITURES

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

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

Water Sales	\$	3,800,000.00	\$	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	\$	442,000.00	\$	450,000.00
Service Connections	\$	90,000.00	\$	80,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	448,000.00	\$	415,000.00
Transfers In	\$	-	\$	-
Total Revenue from All Sources	\$	9,080,000.00	\$	9,095,000.00
Balance at Beginning of Year	\$	3,000,000.00	\$	2,650,000.00
Total available cash and anticipated revenue	\$	12,080,000.00	\$	11,745,000.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	422,375.00	\$	578,939.00
Supplies	\$	15,000.00	\$	21,000.00
Other Services & Charges	\$	2,533,839.00	\$	2,515,089.00
Capital Outlay	\$	20,500.00	\$	-
Total Water & Sewer	\$	2,991,714.00	\$	3,115,028.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	255,000.00	\$	275,000.00
Other Services & Charges	\$	3,371,370.00	\$	3,309,423.00
Capital Outlay	\$	110,000.00	\$	200,000.00
Total Water & Sewer	\$	3,736,370.00	\$	3,784,423.00

OTHER

Debt Service	\$	1,079,934.00	\$	1,065,221.00
Contingency Fund	\$	300,000.00	\$	200,000.00
Transfer to General Fund	\$	704,000.00	\$	780,000.00
Transfer to Capital Project Funds	\$	850,403.00	\$	-
Transfer to Debt Service & Reserve Funds	\$	706,000.00	\$	692,000.00
Total Other	\$	3,640,337.00	\$	2,737,221.00

TOTAL EXPENDITURES	\$	10,368,421.00	\$	9,636,672.00
YEAR END BALANCE	\$	1,711,579.00	\$	2,108,328.00
BALANCE	\$	12,080,000.00	\$	11,745,000.00

SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	100,000.00	\$	80,512.55
Garbage Collection Fees	\$	1,562,400.00	\$	1,586,340.00
Total available cash and anticipated revenue	\$	1,662,400.00	\$	1,666,852.55

EXPENDITURES

Other Services and Charges	\$	1,275,684.00	\$	1,292,850.00
Transfer to General Fund	\$	332,634.00	\$	300,000.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	1,608,318.00	\$	1,592,850.00
YEAR END BALANCE	\$	54,082.00	\$	74,002.55
BALANCE	\$	1,662,400.00	\$	1,666,852.55

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	\$	272,351.19	\$	166,099.00
Miscellaneous - Interest	\$	500.00	\$	40.00
Total available cash and anticipated revenue	\$	272,851.19	\$	166,139.00

EXPENDITURES

Debt Service	\$	504.00	\$	95.00
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TOTAL EXPENDITURES	\$	504.00	\$	95.00
YEAR END BALANCE	\$	272,347.19	\$	166,044.00
BALANCE	\$	272,851.19	\$	166,139.00

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

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

EXPENDITURES

Debt Service	\$	-	\$	827.00
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TOTAL EXPENDITURES	\$	-	\$	827.00
YEAR END BALANCE	\$	-	\$	253,795.00
BALANCE	\$	-	\$	254,622.00

**NOTICE OF FAILURE TO FILE
FY 2021 Audited or Unaudited Financial Statements**

Issuer: City of Gautier, Mississippi

NOTICE IS HEREBY PROVIDED that the Audited Financial Statements and/or the Unaudited Financial Statements for Fiscal Year 2021 of the City of Gautier, Mississippi are unavailable for filing at this time. The financial statements will be filed upon availability thereof.

Submission ID: P21234383

Submission Date: 10/27/2022 5:14 PM

Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Audited Financial Statements or ACFR: FY 2021 Audit - City of Gautier, MS, for the year ended 09/30/2021

Document

File	Period Date
FY 2021 Audit - City of Gautier, MS.pdf	10/27/2022

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
36806P	CITY OF GAUTIER, MISSISSIPPI
368069	CITY OF GAUTIER, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 94

The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBZ6	TAXABLE COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2020	12/17/2020	07/01/2033	1.75
368069AW0	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	05/05/2020	08/01/2030	1.75
36806PBD5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2020	3.125
36806PBE3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2021	3.25
36806PBF0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2022	3.25
36806PBG8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2023	3.375
36806PBH6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2024	3.375
36806PBJ2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2025	3.5
36806PBK9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2026	3.5
36806PBL7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2027	3.5
36806PBM5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2028	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBN3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2029	3.5
36806PBP8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2030	2.5
36806PBQ6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2031	2.5
36806PBR4	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2032	2.5
36806PBS2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2033	2.5
36806PBT0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2034	2.5
36806PBU7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2035	2.5
36806PBV5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2036	2.5
36806PBW3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2037	2.625
36806PBX1	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2038	2.625
36806PBY9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2039	2.625
60534WK64	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2021	3
60534WK72	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2022	3
60534WK80	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2023	3
60534WK98	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2024	3
60534WL22	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2025	4
60534WL30	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2026	4
60534WL48	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2027	4
60534WL55	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2028	4
60534WL63	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2029	4
60534WL71	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2034	3.125
60534WL89	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2039	3.5
60534WL97	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2041	3.5
36806PAH7	BDS 2018	06/01/2018	05/01/2019	4.375
36806PAJ3	BDS 2018	06/01/2018	05/01/2020	4.375
36806PAK0	BDS 2018	06/01/2018	05/01/2021	4.25
36806PAL8	BDS 2018	06/01/2018	05/01/2022	4.25
36806PAM6	BDS 2018	06/01/2018	05/01/2023	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAN4	BDS 2018	06/01/2018	05/01/2024	4.25
36806PAP9	BDS 2018	06/01/2018	05/01/2025	4
36806PAQ7	BDS 2018	06/01/2018	05/01/2026	4
36806PAR5	BDS 2018	06/01/2018	05/01/2027	4
36806PAS3	BDS 2018	06/01/2018	05/01/2028	4
36806PAT1	BDS 2018	06/01/2018	05/01/2029	3.125
36806PAU8	BDS 2018	06/01/2018	05/01/2030	3.125
36806PAV6	BDS 2018	06/01/2018	05/01/2031	3.25
36806PAW4	BDS 2018	06/01/2018	05/01/2032	3.25
36806PAX2	BDS 2018	06/01/2018	05/01/2033	3.5
36806PAY0	BDS 2018	06/01/2018	05/01/2034	3.75
36806PAZ7	BDS 2018	06/01/2018	05/01/2035	3.75
36806PBA1	BDS 2018	06/01/2018	05/01/2036	3.75
36806PBB9	BDS 2018	06/01/2018	05/01/2037	4
36806PBC7	BDS 2018	06/01/2018	05/01/2038	4
60534TQZ1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2014	2
60534TRA5	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2015	2
60534TRB3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2016	2
60534TRC1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2017	3
60534TRD9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2018	3
60534TRE7	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2019	3
60534TRF4	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2020	3
60534TRG2	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2021	3
60534TRH0	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2022	3.5
60534TRJ6	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2023	3.625
60534TRK3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2026	4.25
60534TRL1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2029	4.75
60534TRM9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2033	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAA2	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2013	2
36806PAB0	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2014	2
36806PAC8	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2015	2
36806PAD6	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2016	2
36806PAE4	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2017	2
36806PAF1	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2018	2
36806PAG9	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2019	2
368069AA8	GO BONDS, SERIES 2010	08/01/2010	08/01/2011	2.875
368069AB6	GO BONDS, SERIES 2010	08/01/2010	08/01/2012	2.875
368069AC4	GO BONDS, SERIES 2010	08/01/2010	08/01/2013	2.875
368069AD2	GO BONDS, SERIES 2010	08/01/2010	08/01/2014	3
368069AE0	GO BONDS, SERIES 2010	08/01/2010	08/01/2015	3
368069AF7	GO BONDS, SERIES 2010	08/01/2010	08/01/2016	3
368069AG5	GO BONDS, SERIES 2010	08/01/2010	08/01/2017	3
368069AH3	GO BONDS, SERIES 2010	08/01/2010	08/01/2018	3
368069AJ9	GO BONDS, SERIES 2010	08/01/2010	08/01/2019	3
368069AK6	GO BONDS, SERIES 2010	08/01/2010	08/01/2020	3
368069AL4	GO BONDS, SERIES 2010	08/01/2010	08/01/2021	3
368069AM2	GO BONDS, SERIES 2010	08/01/2010	08/01/2022	3.25
368069AN0	GO BONDS, SERIES 2010	08/01/2010	08/01/2023	3.25
368069AP5	GO BONDS, SERIES 2010	08/01/2010	08/01/2024	3.5
368069AQ3	GO BONDS, SERIES 2010	08/01/2010	08/01/2025	3.5
368069AR1	GO BONDS, SERIES 2010	08/01/2010	08/01/2026	3.625
368069AS9	GO BONDS, SERIES 2010	08/01/2010	08/01/2027	3.75
368069AT7	GO BONDS, SERIES 2010	08/01/2010	08/01/2028	4
368069AU4	GO BONDS, SERIES 2010	08/01/2010	08/01/2029	4
368069AV2	GO BONDS, SERIES 2010	08/01/2010	08/01/2030	4

Submitter's Contact Information Butler Snow LLP Name: PAMELA WILDER Address: P. O. BOX 6010 City, State Zip: RIDGELAND, MS 39158 Phone Number: 6019854335 Email: pamela.wilder@butlersnow.com	Issuer's Contact Information	Obligated Person's Contact Information
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CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

November 1, 2022
Approval of Amendment No. 1 to the GOMESA MOU
with the Mississippi Department of Marine
Resources related to the Gautier Vancleave Sewer
Improvements project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Amendment No. 1 to the GOMESA MOU with the Mississippi Department of Marine Resources related to the Gautier Vancleave Sewer Improvements project to add additional funds to the grant award.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project; and

WHEREAS, the base bid for this project came in over budget, prompting the City to request additional construction funding for the project to move forward; and

WHEREAS, the City was awarded additional funding from GOMESA in the amount of \$452,800; and

WHEREAS, Amendment No. 1 serves to increase the grant award from \$2,668,265 to \$3,121,065; and

WHEREAS, in order to accept the additional GOMESA funding, this amendment must be approved by the City Council and executed by the City Manager; and

WHEREAS, the Mayor and Council Members hereby finds that Amendment No. 1 is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that Amendment No. 1 to the GOMESA Memorandum of Understanding with Mississippi Department of Marine Resources related to the Gautier Vancleave Sewer Improvements Project to add additional funds to the grant award is hereby approved.

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

Motion made by **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 November 1, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 10/25/2022
Subject: GOMESA Gautier Vancleave Sewer Improvements – Amendment No. 1 to the Memorandum of Understanding with Mississippi Department of Marine Resources

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Amendment No. 1 to the GOMESA MOU with the Mississippi Department of Marine Resources related to the Gautier Vancleave Sewer Improvements project to add additional funds to the grant award.

BACKGROUND:

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

The City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems.

DISCUSSION:

The base bid for this project came in over budget, prompting the City to request additional construction funding for the project to move forward. The City was awarded additional funding from GOMESA in the amount of \$452,800.

Amendment No. 1 serves to increase the grant award from \$2,668,265 to \$3,121,065. Labor shortages, supply chain issues, and other factors contributed to the base bid coming in over budget.

To accept the additional GOMESA funding, this amendment must be authorized by City Council and executed by the City Manager.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Amendment No. 1 to the GOMESA MOU with the Mississippi Department of Marine Resources related to the Gautier Vancleave Sewer Improvements project to add additional funds to the grant award.

The City Council may:

1. Approve the grant amendment, as presented; or
2. Not approve the grant amendment, as presented.

ATTACHMENTS:

1. Amendment 1 FY22 MOU-City of Gautier Water Quality_LH



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

**AMENDMENT # 1 OF MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
THE CITY OF GAUTIER**

The Memorandum of Understanding (MOU) between the Mississippi Department of Marine Resources (MDMR) and the City of Gautier (COG) for GOMESA funding is hereby mutually amended as follows:

...

RECITALS

WHEREAS, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

WHEREAS, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

WHEREAS, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

WHEREAS, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

WHEREAS, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

WHEREAS, the primary goals of the Project will include installing ten thousand (10,000) linear feet of new force main from the pump station on the corner of Gautier Vancleave Road and Old Spanish Trail to the pump station located near Robertsdale Road and also installing one thousand (1,000) linear feet of new gravity sewer on Gautier Vancleave Road

south of Highway 90 to alleviate the pressure on the thirty inch (30”) concrete pipe that is in poor condition. Considering labor shortages, supply chain issues, and other factors affecting contractors currently, additional funds were requested to complete the Project; and,

...

SECTION 3. MDMR, pursuant to GOMESA, shall provide funds received from Mississippi’s allocation of GOMESA funding in an amount up to Three Million, One Hundred Twenty-One Thousand, Sixty-Five Dollars and No/100 (\$3,121,065.00) to COG, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

...

SECTION 6. COG agrees to comply with all applicable provisions of CFR 2 §200, *et seq.*, including §200.501 which states that a non-Federal entity that expends Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

...

SECTION 11. DELETED.

...

SECTION 18. Attached hereto as [Attachment D](#) and incorporated herein by reference is a revised Project Selection Form (hereinafter “PSF”) which includes the additional funds for the Project.

All other terms and conditions set forth in the original MOU executed August 5, 2021 remain in full effect.

MS Department of Marine Resources

City of Gautier

Joe Spraggins, Executive Director

Paula Yancey, City Manager

Date: _____

Date: _____



Attachment D

GOMESA Phase II Funding Project Selection Form

Applicant: April Stennett
First Name Last Name

Business/Agency: City of Gautier

Address: 3330 Highway 90 - Gautier, MS 39553

Phone: 228-497-8000 Email: gautier@gautier-ms.gov

Project Name: Water Quality and Infrastructure Sanitary Sewer Project

Anticipated Budget: 452800.00 Anticipated Timeline: 7/1/2022 to 6/30/2024

Projects must meet at least one of the GOMESA criteria listed below. Please check all that apply.
Additional justification may be requested.

Column A

- ☒ Coastal protection of natural resources
- ☒ Mitigation of natural or marine resources
- ☐ Conservation management
- ☒ Onshore infrastructure projects resulting from coastal damage

Column B

- ☒ Coastal restoration and resiliency efforts
- ☐ Ecological restoration

PROPOSED PROJECT NARRATIVE

REQUEST FOR ADDITIONAL FUNDS: The City of Gautier recently received bids for this project. Considering labor shortages, supply chain issues, and other factors affecting contractors currently, we were not surprised to learn that the lowest bid was over the original budgeted amount by \$452,800.00. We respectfully request the additional funds to complete this important sanitary sewer project. This project was awarded last year with a total amount of \$2,668,265.00. Project was originally funded by funds received in FY2020 through HB1412.

REQUIRED SIGNATURES

GOMESA Committee:

MDMR Committee Representative	<u>Joe Staggins</u> Joe Staggins (Oct 3, 2022 14:24 CDT) Signature	<u>COO</u> Title	<u>October 4, 2022</u> Date
MDA Committee Representative	<u>Jamie M Miller</u> Jamie M Miller (Oct 4, 2022 17:15 CDT) Signature	<u>Executive Director</u> Title	<u>October 5, 2022</u> Date
MDEQ Committee Representative	<u>Chris Wells</u> Chris Wells (Oct 5, 2022 06:51 CDT) Signature		

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
November 1, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
