

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 15, 2022 @ 6:00 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Public Hearing

- 1. Redistricting the City of Gautier**

IV. 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 offices will be closed November 24th and 25th in observance of the Thanksgiving holiday.**
- 3. Gautier's Lights and Lagniappe on the Bayou will be on Saturday, December 3rd, starting at 1pm at the former Singing River Mall Property.**

V. Presentation Agenda

VI. Business Agenda

- 1. Approval of Change Order No. 6 (Summary), Final Pay Application, Certificate of Substantial Completion, and other closeout documents for the Bacot Park Improvements Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Consideration of a Conditional Use-Major Permit that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District at 810 Highway 90, Suite B, Gautier, MS (GPC #22-42-CU)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consideration of a Special Exception that would allow the applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District, located at 4824 Old Spanish Trail, Gautier, MS (GPC Case No. 22-43-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration for the Abatement at 1719 Laurel Glen, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration for the Abatement at 2417 Robertsdale Road, Gautier, MS

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

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

1. Approval of Minutes from the Regular Council Meeting held November 1, 2022.
2. Receive October 2022 Privilege License Report
3. Approval of the Project Agreement between the Gautier Police Department and Hometown Publishing, Inc.
4. Authorization for the Gautier Police Department to enter into an agreement with NIC Mississippi

VIII. 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 December 6, 2022 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
November 15, 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 offices will be closed November 24th and 25th in observance of the Thanksgiving holiday.
3. 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.

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



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.

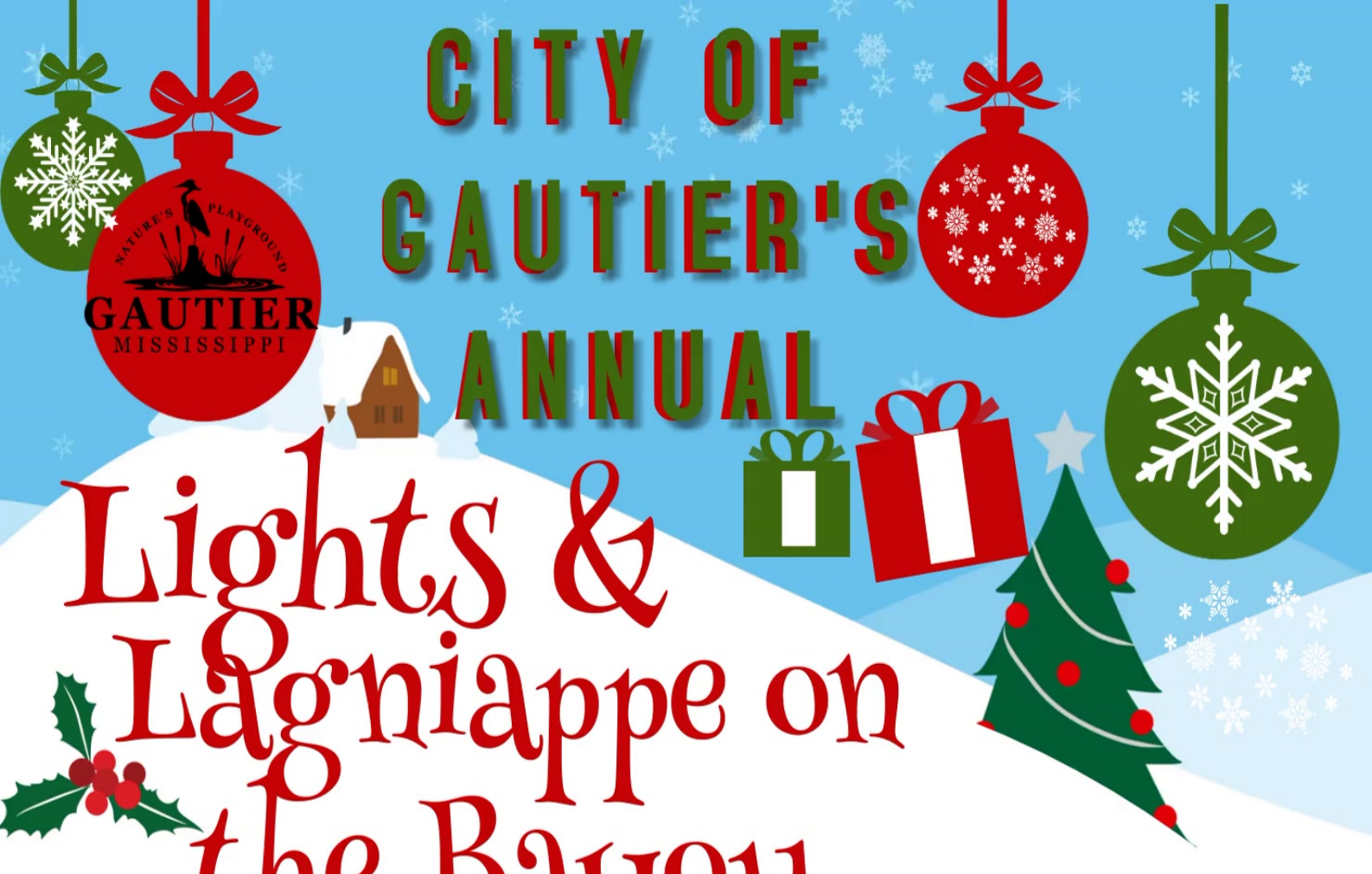
(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a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

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
November 15, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

November 15, 2022
Approval of Change Order No. 6 (Summary), Final Pay Application, Certificate of Substantial Completion, and other closeout documents for the Bacot Park Improvements Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 6 (Summary), Final Pay Application in the amount of \$61,257.52, Certificate of Substantial Completion (remaining work), and other closeout documents for the Bacot Park Improvements Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, on October 15, 2020, a sealed proposal for the Bacot Park Improvements Project was received from Starks Contracting Company, Inc.; and

WHEREAS, a contract was subsequently awarded for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11-C (wood bollards), and additive alternate 12-A (basketball scoreboard), with a total contract amount of \$2,147,270; and

WHEREAS, the Grants and Projects Department requests City Council to approve Change Order No. 6 (Summary), the final pay application in the amount of \$61,257.52, the certificate of substantial completion, and other closeout documents; and

WHEREAS, Change Order No. 6 (summary) is a “no cost” change order that serves to decrease the contract time by four (4) days; and

WHEREAS, Heflin 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 cost is reasonable;

WHEREAS, Heflin Engineering has also reviewed the final pay application, the certificate of substantial completion, and additional closeout documentation associated with this project, and recommends approval of same; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve these items; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 6 (Summary) is approved.

IT IS FURTHER ORDERED that the final pay application in the amount of \$61,257.52 for the Bacot Park Improvements project is hereby approved.

IT IS FURTHER ORDERED that the certificate of substantial completion and additional closeout documentation 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, including any remaining closeout documents.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: November 4, 2022
Subject: Bacot Park Improvements Project – Approval of Change Order No. 6 (Summary), Final Pay Application, Certificate of Substantial Completion, and Other Closeout Documents

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 6, final pay application in the amount of \$61,257.52, Certificate of Substantial Completion (remaining work), and other close-out documents for the Bacot Park Improvements Project.

BACKGROUND:

Master plan amenities in this Bacot Park renovation include: organized sports fields/courts (baseball, football, basketball); children's play area; expanded splash pad; covered basketball pavilion; picnic pavilion; parking; lighting and security; fencing; and other improvements.

On October 15, 2020, a sealed proposal for the Bacot Park Improvements project was received from Starks Contracting Company, Inc., with a base bid of \$1,965,732.50. A contract was subsequently awarded for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11-C (wood bollards) and additive alternate 12-A (basketball scoreboard). The total contract amount was \$2,147,270.

Change Order No. 1 (approved by Council in December 2020) decreased the contract amount by \$146,000 to bring it in line with the project budget. The change order reduced the amount of playground equipment to be purchased, removed equipment such as baseball field marking equipment and a football field striping machine, and reduced the cost of the CCTV system, among other items. CO#1 reduced the contract amount from \$2,147,270 to \$2,001,270.

Change Order No. 2 (approved by Council in April 2021) was a “no cost” change order that replaced a faulty electrical panelboard, added additional reinforcing steel cages to the foundation of the basketball pavilion and picnic pavilion, and replaced the concession stand metal doors and frames.

Change Order No. 3 (approved by Council in May 2021) was a “no cost” change order that allowed the contractor to: remove the existing south parking lot and restore it to a grass area; adjust south side fencing and gates due to entrance changes; build a construction access road from the Boys and Girls Club parking lot to the basketball pavilion (road serves as the base material for new sidewalk); remove shed and old fencing at maintenance building; remove and replace a failed section of drainage pipe and inlet inspected during construction; construct additional concrete sidewalk to connect basketball pavilion to South Haven pedestrian entrance; restore electrical service to existing maintenance building (original

service was removed during sports lighting demolition); and add additional undercut and select fill, which was required at the picnic pavilion due to weak subsurface soils encountered during excavation.

Change Order No. 4 (approved by Council in November 2021) was a “no cost” change order that allowed the brick columns on the basketball pavilion to increase in size. The structural design of the metal building required larger columns, sizing up from 24”x24” to 32”x32”, which resulted in more brick and labor costs (\$6,000). An additional \$1,500 added bracing to the basketball scoreboards. The change order also includes a reduction of 30 wood bollards (\$7,500 deduction), and painting the existing splash pad enclosure in lieu of new metal wall panels (\$1,000 deduction); among other small changes.

Change Order No. 5 (approved by Council in April 2022) increased the contract amount by \$165,298 and contract time 227 days for the addition of alternate #2, an open-air basketball court. In February 2022, the engineer noted an (\$8,000) underrun and advised of additional options to enhance the park usage. The change order also included a concrete sidewalk extension near Ladnier Road and a press box pad with brick knee wall.

DISCUSSION:

Change Order No. 6 (summary) is a “no cost” change order that serves to decrease the contract time by four days, as the contractor reached substantial completion on September 26, 2022. The engineer noted an underrun of (\$13,000 to \$14,000) and recommended adding a 6’ buffer of sodding around the open-air basketball court and adding concrete slabs near the baseball fields to serve as additional seating and a press box area. The costs of the additional work were offset by material and scope changes.

Heflin Engineering has reviewed the summary change order, final pay application, Certificate of Substantial Completion, and other close-out documents and recommends approval. This project was funded through the general obligation bond and funds received from the Jackson County Board of Supervisors.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 6 (Summary), final pay application in the amount of \$61,257.52, Certificate of Substantial Completion, and other close-out documents for the Bacot Park Improvement Project.

The City Council may:

1. Authorize approval of Change Order No. 6 (summary), final pay application, Certificate of Substantial Completion, and other closeout documents, as presented;
or
2. Not authorize approval of Change Order No. 6 (summary), final pay application, Certificate of Substantial Completion, and other closeout documents, as presented.

ATTACHMENT(S):

1. Change Order No. 6
2. Pay Application 11 (Final)
3. Certificate of Substantial Completion (remaining work) and other closeout documents

November 3, 2022

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

Re: CONTRACTOR FINAL PAYMENT REQUEST & CLOSEOUT DOCUMENTS
BACOT PARK IMPROVEMENTS
Heflin# 20014

Dear Ms. Stennett,

Starks Contracting Company, Inc. reached substantial completion on the referenced project on **September 26, 2022** for all remaining work items on this project, including:

- Open-Air Basketball Court (Pay Items #A2-1-CO5 thru #A2-12-CO5)
- Basketball Pavilion Court Surfacing (Pay Item #38)
- Baseball Backstop Concrete Slabs (Pay Item #23.6)

As a reminder, a Partial Closeout was prepared for the "original work" items with Payment Request #9. The Contractor appears to have satisfied the requirements of the Specifications and Contract Documents. Therefore, the entire project is ready to be closed out. Enclosed are the following closeout documents:

- Payment Request No. 11 & Final, including payment for all retainage
- Contractor's Affidavit of Payment of Debts and Claims
- Consent of Surety to Final Payment
- Contractor's Affidavit of Release of Liens
- Labor and Material Warranty
- Certificate of Substantial Completion (for the "remaining work")
- Change Order No. 6 & Final

We recommend payment of Payment Request No. 11 & Final in the amount of **\$61,257.82**. Please return a fully executed copy of the Certificate of Substantial Completion and Change Order to us. Should you have any questions or require additional information, please let me know.

Sincerely,



Austin M. Moore, P.E.
President

cc: Robert Starks, Starks Contracting Company, Inc.



STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

PROJECT: 728
728 Bacot Park Improvements

TRANSMITTAL

NO. 7

DATE: 11/02/2022

REF: Final Application for
Payment

TO: Heflin Engineering
PO BOX 47
BRANDON, MS 39043-0047
Phone:601/824-7569 Fax:601/824-0590

ATTN: Austin Moore, P.E.

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
☐ Shop Drawings	☐ Approval	☐ Approved as Submitted
☐ Letter	☒ Your Use	☐ Approved as Noted
☐ Prints	☐ As Requested	☐ Resubmit
☐ Change Order	☐ Review and Comment	☐ Submit
☐ Plans	☐ Other:	☐ Returned
☐ Samples	SENT VIA:	☐ Returned for Corrections
☐ Specifications	☒ Attached	☐ Due Date:
☒ Other: Payment Application, Etc.	☐ Separate Cover Via:	☐ Other:

SUBMITTAL	DRAWING	ITEM NO.	COPIES	DATE	DESCRIPTION
		11-Final	1	11/02/2022	Payment Application No. 11 - Final
			1	11/02/2022	AIA G706 - Contractor's Affidavit of Payment of Debts & Claims
			1	05/27/2022	Consent of Surety of Final Payment with Power of Atty
			1	11/02/2022	AIA G706A - Contractor's Affidavit of Release of Liens
			1	11/02/2022	Labor & Material Warranty
			1	11/02/2022	Certificate of Substantial Completion (Signed by Contractor)
			1	11/02/2022	Contract Change Order No. 6 (Signed by Contractor)

REMARKS:

Signed:

John A. Starks, Jr.

Date: 11/02/2022

PAYMENT APPLICATION

Page 1

TO: Gautier, City of 3330 Highway 90 Gautier, MS 39553-5124 Attn: Paula Yancey	PROJECT 728 NAME AND LOCATION: 728 Bacot Park Improvements 2000 Lark Dr, Gautier, MS 39553	APPLICATION # 11 Final PERIOD THRU: 10/21/2022 PROJECT #s: DATE OF CONTRACT: 11/19/2020	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM: Starks Contracting Company, Inc. 1538 Popp's Ferry Rd (39532-2203) P. O. Box 7149 Biloxi, MS 39540-7101	ARCHITECT: Heflin Engineering PO BOX 47 BRANDON, MS 39043-0047		
FOR:			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$2,147,270.00
2. SUM OF ALL CHANGE ORDERS	\$19,298.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$2,166,568.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$2,166,568.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$2,166,568.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$2,105,310.18
8. PAYMENT DUE	\$61,257.82
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$462,892.50	(\$443,594.50)
Total approved this month	\$13,735.10	(\$13,735.10)
TOTALS	\$476,627.60	(\$457,329.60)
NET CHANGES	\$19,298.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Starks Contracting Company, Inc.

By: Robert M. Starks Date: 11/02/2022
Robert M. Starks, President

State of: Mississippi

County of: Harrison

Subscribed and sworn to before

me this 2nd day of November 2022

Notary Public: Tiffany A. Gutierrez

My Commission Expires: January 9, 2026



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$61,257.82

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Austin Moore Austin Moore, P.E.

By: Austin Moore Date: 11/3/2022

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

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PROJECT: 728

APPLICATION #: 11 Final

728 Bacot Park Improvements

DATE OF APPLICATION: 10/21/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU: 10/21/2022

PROJECT #s:

A	B	C		D		E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
		QTY	\$ AMT								
0	GENERAL WORK ITEMS \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00		
1	Mobilization, Demobilization \$30,000.00 PER LS	1.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00		
2	Erosion & Pollution Control (Silt \$15,000.00 PER LS	1.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00		
3	Clearing & Grubbing \$40,000.00 PER LS	1.00	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00		
4	Remove Asphalt Pavement \$4.50 PER Sq. Yd.	2,800.00	\$12,600.00	\$12,600.00	\$0.00	\$0.00	\$12,600.00	100%	\$0.00		
5	Remove Concrete Pavement \$12.00 PER Sq. Yd.	450.00	\$5,400.00	\$5,400.00	\$0.00	\$0.00	\$5,400.00	100%	\$0.00		
5.1	CO3 - Omit 90 SY of Conc. \$12.00 PER Sq. Yd.	-90.00	(\$1,080.00)	(\$1,080.00)	\$0.00	\$0.00	(\$1,080.00)	100%	\$0.00		
6	Remove Gravel Parking \$1.60 PER Sq. Yd.	1,750.00	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00	100%	\$0.00		
7	Remove Fencing \$20,000.00 PER LS	1.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00		
8	Remove NE Concession Stand \$3,500.00 PER LS	1.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00		
9	Remove NE Restroom Bldg \$4,000.00 PER LS	1.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00		
10	Remove Structures & Obstructions \$10,000.00 PER LS	1.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00		
10.3	CO3 - Remove Shed & Fence @ \$1,080.00 PER LS	1.00	\$1,080.00	\$1,080.00	\$0.00	\$0.00	\$1,080.00	100%	\$0.00		
11	Cap & Abandon Water Well \$3,750.00 PER Each	2.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00		
12	Undercut Excavation (FM) \$10.50 PER Cu. Yd.	1,800.00	\$18,900.00	\$18,900.00	\$0.00	\$0.00	\$18,900.00	100%	\$0.00		
12.1	OMIT-Undercut Excavation (FM) \$10.50 PER Cu. Yd.	-1,800.00	(\$18,900.00)	(\$18,900.00)	\$0.00	\$0.00	(\$18,900.00)	100%	\$0.00		
	SUB-TOTALS		\$150,800.00	\$150,800.00	\$0.00	\$0.00	\$150,800.00	100%	\$0.00		

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

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PROJECT:

728

APPLICATION #:

11 Final

728 Bacot Park Improvements

DATE OF APPLICATION:

10/21/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

10/21/2022

PROJECT #s:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
		QTY	\$ AMT						
12.2	Undercut Excavation (FM) [No \$7.35 PER Cu. Yd.	\$13,230.00 1,800.00	\$11,760.00 1,600.00	\$1,470.00 200.00	\$0.00 0.00	\$13,230.00 1,800.00	100%	\$0.00 0.00	
12.2-CO5	CO5 - Undercut Excavation (FM) \$7.35 PER Cu. Yd.	(\$1,470.00) -200.00	\$0.00 0.00	(\$1,470.00) -200.00	\$0.00 0.00	(\$1,470.00) -200.00	100%	\$0.00 0.00	
12.3	Woven Geotextile Fabric \$3.15 PER Sq. Yd.	\$5,670.00 1,800.00	\$5,670.00 1,800.00	\$0.00 0.00	\$0.00 0.00	\$5,670.00 1,800.00	100%	\$0.00 0.00	
13	Select Fill (FM) \$15.00 PER Cu. Yd.	\$27,000.00 1,800.00	\$27,000.00 1,800.00	\$0.00 0.00	\$0.00 0.00	\$27,000.00 1,800.00	100%	\$0.00 0.00	
13.3	CO3 - 8'x6" Crushed Limestone \$9,000.00 PER LS	\$9,000.00 1.00	\$9,000.00 1.00	\$0.00 0.00	\$0.00 0.00	\$9,000.00 1.00	100%	\$0.00 0.00	
14	General Site Grading \$25,000.00 PER LS	\$25,000.00 1.00	\$25,000.00 1.00	\$0.00 0.00	\$0.00 0.00	\$25,000.00 1.00	100%	\$0.00 0.00	
15	Inlets, Catch Basins & Drainage \$40,000.00 PER LS	\$40,000.00 1.00	\$40,000.00 1.00	\$0.00 0.00	\$0.00 0.00	\$40,000.00 1.00	100%	\$0.00 0.00	
16	Inlet Removal & New Junction Box \$12,500.00 PER Each	\$12,500.00 1.00	\$12,500.00 1.00	\$0.00 0.00	\$0.00 0.00	\$12,500.00 1.00	100%	\$0.00 0.00	
17	Inlet Removal & 52" Pipe Splice \$10,000.00 PER Each	\$10,000.00 1.00	\$10,000.00 1.00	\$0.00 0.00	\$0.00 0.00	\$10,000.00 1.00	100%	\$0.00 0.00	
17.2	CO2 - OMIT-Inlet Removal & 52" (\$10,000.00) PER Each	(\$10,000.00) 1.00	(\$10,000.00) 1.00	\$0.00 0.00	\$0.00 0.00	(\$10,000.00) 1.00	100%	\$0.00 0.00	
18	Drainage Pipe & Flared End \$37,500.00 PER LS	\$37,500.00 1.00	\$37,500.00 1.00	\$0.00 0.00	\$0.00 0.00	\$37,500.00 1.00	100%	\$0.00 0.00	
18.3	CO3 - Replace Failed Drainage \$10,000.00 PER LS	\$10,000.00 1.00	\$10,000.00 1.00	\$0.00 0.00	\$0.00 0.00	\$10,000.00 1.00	100%	\$0.00 0.00	
19	Repair Existing Inlet \$1,250.00 PER Each	\$2,500.00 2.00	\$2,500.00 2.00	\$0.00 0.00	\$0.00 0.00	\$2,500.00 2.00	100%	\$0.00 0.00	
20	So. Parking Lot Gravel Overlay \$125.00 PER Cu. Yd.	\$20,000.00 160.00	\$20,000.00 160.00	\$0.00 0.00	\$0.00 0.00	\$20,000.00 160.00	100%	\$0.00 0.00	
20.3.1	CO3 - Omit S. Parking Lot Gravel \$125.00 PER Cu. Yd.	(\$20,000.00) -160.00	(\$20,000.00) -160.00	\$0.00 0.00	\$0.00 0.00	(\$20,000.00) -160.00	100%	\$0.00 0.00	
20.3.2	CO3 - S. Parking Lot - Remove \$17,000.00 PER LS	\$17,000.00 1.00	\$17,000.00 1.00	\$0.00 0.00	\$0.00 0.00	\$17,000.00 1.00	100%	\$0.00 0.00	
	SUB-TOTALS	\$348,730.00	\$348,730.00	\$0.00	\$0.00	\$348,730.00	100%	\$0.00	

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PROJECT: 728
728 Bacot Park Improvements

APPLICATION #: 11 Final
DATE OF APPLICATION: 10/21/2022
PERIOD THRU: 10/21/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)		TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
21	So. Parking Lot ADA Pad \$10,000.00 PER LS	1.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
21.3.1	CO3 - Omit S. Parking Lot ADA \$10,000.00 PER LS	-1.00	(\$10,000.00)	(\$10,000.00)	\$0.00	\$0.00	\$0.00	(\$10,000.00)	100%	\$0.00	
21.3.2	CO3 - Provide Striping for 2 ADA \$3,000.00 PER LS	1.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
22	Conc. Driveway Apron \$21.00 PER Sq. Ft.	850.00	\$17,850.00	\$17,850.00	\$0.00	\$0.00	\$0.00	\$17,850.00	100%	\$0.00	
22.3	CO3 - Omit Conc. Driveway Apron \$21.00 PER Sq. Ft.	-850.00	(\$17,850.00)	(\$17,850.00)	\$0.00	\$0.00	\$0.00	(\$17,850.00)	100%	\$0.00	
23	Conc. Sidewalks & Ramps \$70.00 PER Sq. Yd.	1,200.00	\$84,000.00	\$84,000.00	\$0.00	\$0.00	\$0.00	\$84,000.00	100%	\$0.00	
23.3	CO3 - Add 150 SY Conc. \$70.00 PER Sq. Yd.	150.00	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$10,500.00	100%	\$0.00	
23.5	CO5 - Conc Sidewalks & Ramps \$70.00 PER Sq. Yd.	540.00	\$37,800.00	\$37,800.00	\$0.00	\$0.00	\$0.00	\$37,800.00	100%	\$0.00	
23.6	CO6 - Conc Sidewalks & Ramps \$70.00 PER Sq. Yd.	149.79	\$10,485.10	\$0.00	\$10,485.10	\$0.00	\$0.00	\$10,485.10	100%	\$0.00	
24	Curb & Gutter (All Types) \$23.00 PER L. Ft.	30.00	\$690.00	\$690.00	\$0.00	\$0.00	\$0.00	\$690.00	100%	\$0.00	
24.3	CO3 - Omit Curb & Gutter \$23.00 PER L. Ft.	-30.00	(\$690.00)	(\$690.00)	\$0.00	\$0.00	\$0.00	(\$690.00)	100%	\$0.00	
25	Materials Testing (ALLOWANCE) \$6,000.00 PER ALLOW	1.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	
25.9	BASEBALL FIELD #1 AND #2 \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
26	Baseball Field #1 & #2 - Grading & \$75,000.00 PER LS	1.00	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	100%	\$0.00	
27	Baseball Field #1 & #2 - Fence & \$67,000.00 PER LS	1.00	\$67,000.00	\$67,000.00	\$0.00	\$0.00	\$0.00	\$67,000.00	100%	\$0.00	
28	Baseball Field #1 & #2 - Dugouts \$35,000.00 PER LS	1.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	
	SUB-TOTALS		\$677,515.10	\$667,030.00	\$10,485.10	\$0.00	\$0.00	\$677,515.10	99%	\$0.00	

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PROJECT:

728

APPLICATION #:

11 Final

728 Bacot Park Improvements

DATE OF APPLICATION:

10/21/2022

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PERIOD THRU:

10/21/2022

PROJECT #s:

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		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
29	Baseball Field #1 & #2 - Water \$7,500.00 PER LS	1.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
30	Baseball Field #1 & #2 - Equipment \$7,500.00 PER LS	1.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
31	Baseball Field Marking Equip. \$2,500.00 PER Each	1.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00	100%	\$0.00	
31.1	OMIT-Baseball Field Marking (\$2,500.00) PER Each	1.00	(\$2,500.00)	(\$2,500.00)	\$0.00	\$0.00	\$0.00	(\$2,500.00)	100%	\$0.00	
32	Baseball Field #1 - Relamp/Repair \$6,250.00 PER LS	1.00	\$6,250.00	\$6,250.00	\$0.00	\$0.00	\$0.00	\$6,250.00	100%	\$0.00	
32.2	CO2 - BB Field #1 - Replace elec. \$1,985.00 PER LS	1.00	\$1,985.00	\$1,985.00	\$0.00	\$0.00	\$0.00	\$1,985.00	100%	\$0.00	
33	Baseball Field #2 - Relamp/Repair \$6,250.00 PER LS	1.00	\$6,250.00	\$6,250.00	\$0.00	\$0.00	\$0.00	\$6,250.00	100%	\$0.00	
34	Baseball Field #2 - Elec Feed \$6,250.00 PER LS	1.00	\$6,250.00	\$6,250.00	\$0.00	\$0.00	\$0.00	\$6,250.00	100%	\$0.00	
34.9	BASKETBALL PAVILION \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
35	Reinforced Conc. Foundation \$130,000.00 PER LS	1.00	\$130,000.00	\$130,000.00	\$0.00	\$0.00	\$0.00	\$130,000.00	100%	\$0.00	
35.2	CO2 - Additional Reinforcing Steel \$3,125.00 PER LS	1.00	\$3,125.00	\$3,125.00	\$0.00	\$0.00	\$0.00	\$3,125.00	100%	\$0.00	
36	Basketball Pavilion Structure \$180,000.00 PER LS	1.00	\$180,000.00	\$180,000.00	\$0.00	\$0.00	\$0.00	\$180,000.00	100%	\$0.00	
36.4	CO4 -Increase size of Basketball \$6,000.00 PER LS	1.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	
37	Post Tension Conc. Slab \$65,000.00 PER LS	1.00	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	
38	Court Surfacing \$12,750.00 PER LS	1.00	\$12,750.00	\$12,750.00	\$0.00	\$0.00	\$0.00	\$12,750.00	100%	\$0.00	
39	Basketball Goal System \$10,000.00 PER Each	2.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
	SUB-TOTALS		\$1,130,125.10	\$1,119,640.00	\$10,485.10	\$0.00	\$0.00	\$1,130,125.10	99%	\$0.00	

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PROJECT: 728
728 Bacot Park Improvements

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		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
40	Volleyball System \$4,000.00 PER LS	1.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
41	Elec. Feed, Panel, Distribution, \$7,500.00 PER LS	1.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
41.9	FOOTBALL FIELD \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
42	Clean, Prep & Paint Goal Posts \$4,000.00 PER LS	1.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
42.1	OMIT-Clean, Prep & Paint Goal (\$4,000.00) PER LS	1.00	(\$4,000.00)	(\$4,000.00)	\$0.00	\$0.00	\$0.00	(\$4,000.00)	100%	\$0.00	
43	Field Striping Machine \$5,000.00 PER LS	1.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
43.1	OMIT-Field Striping Machine (\$5,000.00) PER LS	1.00	(\$5,000.00)	(\$5,000.00)	\$0.00	\$0.00	\$0.00	(\$5,000.00)	100%	\$0.00	
44	Football Field-Relamp/Repair All \$10,000.00 PER LS	1.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
44.9	COMMON SPACE, SITE \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
45	6' Decorative Fence & Gates \$52.00 PER L. Ft.	880.00	\$45,760.00	\$45,760.00	\$0.00	\$0.00	\$0.00	\$45,760.00	100%	\$0.00	
46	Decorative Fence Pilaster \$1,500.00 PER Each	32.00	\$48,000.00	\$46,500.00	\$1,500.00	\$0.00	\$0.00	\$48,000.00	100%	\$0.00	
46-CO5	CO5 - Decorative Fence Pilaster \$1,500.00 PER Each	-1.00	(\$1,500.00)	\$0.00	(\$1,500.00)	\$0.00	\$0.00	(\$1,500.00)	100%	\$0.00	
47	6' Black Vinyl, Chainlink Perimeter \$30.00 PER L. Ft.	1,975.00	\$59,250.00	\$59,250.00	\$0.00	\$0.00	\$0.00	\$59,250.00	100%	\$0.00	
47.3	CO3 - Perimeter Fence-Omit 24' \$5,500.00 PER LS	-1.00	(\$5,500.00)	(\$5,500.00)	\$0.00	\$0.00	\$0.00	(\$5,500.00)	100%	\$0.00	
48	Playground Equipment \$70,000.00 PER LS	1.00	\$70,000.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$70,000.00	100%	\$0.00	
48.1	OMIT-Playground Equipment (\$70,000.00) PER LS	1.00	(\$70,000.00)	(\$70,000.00)	\$0.00	\$0.00	\$0.00	(\$70,000.00)	100%	\$0.00	
	SUB-TOTALS		\$1,297,635.10	\$1,287,150.00	\$10,485.10	\$0.00	\$0.00	\$1,297,635.10	99%	\$0.00	

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PROJECT: 728

728 Bacot Park Improvements

APPLICATION #: 11 Final

DATE OF APPLICATION: 10/21/2022

PERIOD THRU: 10/21/2022

PROJECT #s:

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		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
48.2	Playground Equip, w/3-Bay Swing, \$35,000.00 PER LS	1.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	
49	Splash Pad Expansion \$100,000.00 PER LS	1.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	100%	\$0.00	
49A	CO4 - Increase size of hot tap for \$500.00 PER LS	1.00	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
49B	CO4 - Paint existing enclosure in \$1,000.00 PER LS	-1.00	(\$1,000.00)	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)	100%	\$0.00	
50	Decorative Screen Wall w/Lighting \$20,000.00 PER LS	1.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
51	Artwork for Scree Wall \$9,500.00 PER ALLOW	1.00	\$9,500.00	\$0.00	\$9,500.00	\$0.00	\$9,500.00	100%	\$0.00	
51-CO5	CO5 - Artwork for Scree Wall \$9,500.00 PER ALLOW	-1.00	(\$9,500.00)	\$0.00	(\$9,500.00)	\$0.00	(\$9,500.00)	100%	\$0.00	
52	Brick Knee Wall at Concession \$12,500.00 PER LS	1.00	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	
52A-CO5	CO5 - Press Box Pad - Brick Knee \$6,000.00 PER LS	1.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	
53	Picnic Tables \$1,700.00 PER Each	4.00	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	100%	\$0.00	
54	Site Bench w/ Conc. Pad \$1,000.00 PER Each	7.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
55	Trash Receptacles \$800.00 PER Each	8.00	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	100%	\$0.00	
56	Park Signage \$5,000.00 PER ALLOW	1.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
56.2	CO2 - Reduce Park Signage (\$625.00) PER ALLOW	1.00	(\$625.00)	(\$625.00)	\$0.00	\$0.00	(\$625.00)	100%	\$0.00	
56.3	CO3 - Add to Park Signage \$515.95 PER ALLOW	1.00	\$515.95	\$515.95	\$0.00	\$0.00	\$515.95	100%	\$0.00	
56.4	CO4 - Add to Park Signage \$60.00 PER ALLOW	1.00	\$60.00	\$60.00	\$0.00	\$0.00	\$60.00	100%	\$0.00	
	SUB-TOTALS		\$1,495,786.05	\$1,485,300.95	\$10,485.10	\$0.00	\$1,495,786.05	99%	\$0.00	

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Quantum Software Solutions, Inc. Document

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PROJECT: 728
728 Bacot Park Improvements

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		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
56.5	CO5 - Add to Park Signage \$2,287.00 PER ALLOW	1.00	\$2,287.00	\$2,287.00	\$0.00	\$0.00	\$2,287.00	100%	\$0.00	
57	Aluminum Player Benches, 15' \$1,000.00 PER Each	2.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
58	Aluminum Player Benches, 21' \$1,250.00 PER Each	4.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	
59	Aluminum Player Benches, 27' \$1,500.00 PER Each	2.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
60	Alum. Bleacher, 4-Row, 7'-6", Tip \$2,335.00 PER Each	6.00	\$14,010.00	\$14,010.00	\$0.00	\$0.00	\$14,010.00	100%	\$0.00	
60.9	EXISTING BUILDING \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
61	Police Substation - Renovation & \$15,000.00 PER LS	1.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
62	Police Substation -Metal Roof \$30,000.00 PER LS	1.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	
62.1	OMIT-Police Substation-Metal Roof (\$30,000.00) PER LS	1.00	(\$30,000.00)	(\$30,000.00)	\$0.00	\$0.00	(\$30,000.00)	100%	\$0.00	
62.2	Police Substation-Corrugated Roof \$20,000.00 PER LS	1.00	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
63	Police Substation-Remove/Replace \$6.00 PER Sq. Ft.	625.00	\$3,750.00	\$3,750.00	\$0.00	\$0.00	\$3,750.00	100%	\$0.00	
64	Police Substation-Alarm System \$1,500.00 PER LS	1.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100%	\$0.00	
64.6	CO6 - Omit Police Sta. Alarm \$1,500.00 PER LS	-1.00	(\$1,500.00)	\$0.00	(\$1,500.00)	\$0.00	(\$1,500.00)	100%	\$0.00	
65	Press Box-Renovation & \$50,000.00 PER LS	1.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	
65.1	OMIT-Press Box-Renovation & (\$50,000.00) PER LS	1.00	(\$50,000.00)	(\$50,000.00)	\$0.00	\$0.00	(\$50,000.00)	100%	\$0.00	
65.2	Press Box - Demolition \$4,000.00 PER LS	1.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
	SUB-TOTALS		\$1,564,833.05	\$1,554,347.95	\$10,485.10	\$0.00	\$1,564,833.05	99%	\$0.00	

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Quantum Software Solutions, Inc. Document

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PROJECT: 728
728 Bacot Park Improvements

APPLICATION #: 11 Final
DATE OF APPLICATION: 10/21/2022
PERIOD THRU: 10/21/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
66	Press Box - Alarm System \$1,500.00 PER LS	1.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
66.1	OMIT-Press Box - Alarm System (\$1,500.00) PER LS	1.00	(\$1,500.00)	(\$1,500.00)	\$0.00	\$0.00	(\$1,500.00)	100%	\$0.00	
67	Concession Stand - Renovation & \$60,000.00 PER LS	1.00	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100%	\$0.00	
67.2	CO2 - Replace Ext. HM Doors & \$3,950.00 PER LS	1.00	\$3,950.00	\$3,950.00	\$0.00	\$0.00	\$3,950.00	100%	\$0.00	
67.4	CO4 - Add wiring & light @ \$440.00 PER LS	1.00	\$440.00	\$440.00	\$0.00	\$0.00	\$440.00	100%	\$0.00	
68	Concession Stand - Alarm System \$1,500.00 PER LS	1.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100%	\$0.00	
68.6	CO6 - Omit Concession Alarm \$1,500.00 PER LS	-1.00	(\$1,500.00)	\$0.00	(\$1,500.00)	\$0.00	(\$1,500.00)	100%	\$0.00	
69	Existin Maint Bldg - Ext. \$10,000.00 PER LS	1.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
69.9	LANDSCAPE ITEMS \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
70	Natchez Crepe Myrtle \$162.50 PER Each	45.00	\$7,312.50	\$7,312.50	\$0.00	\$0.00	\$7,312.50	100%	\$0.00	
71	Dwarf Pfitzer Juniper \$62.50 PER Each	30.00	\$1,875.00	\$1,875.00	\$0.00	\$0.00	\$1,875.00	100%	\$0.00	
72	Big Blue Liriope \$22.50 PER Each	112.00	\$2,520.00	\$2,520.00	\$0.00	\$0.00	\$2,520.00	100%	\$0.00	
73	Pine Bark Mulch \$2.00 PER Sq. Ft.	1,100.00	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100%	\$0.00	
74	Seed, Fertilizer, Mulch \$4,375.00 PER Acre	11.00	\$48,125.00	\$48,125.00	\$0.00	\$0.00	\$48,125.00	100%	\$0.00	
74.5	CO5 - Seed, Fertilizer, Mulch \$4,375.00 PER Acre	-9.00	(\$39,375.00)	(\$39,375.00)	\$0.00	\$0.00	(\$39,375.00)	100%	\$0.00	
75	Solid Sod, Bermuda \$6.50 PER Sq. Yd.	3,000.00	\$19,500.00	\$19,500.00	\$0.00	\$0.00	\$19,500.00	100%	\$0.00	
	SUB-TOTALS		\$1,681,380.55	\$1,670,895.45	\$10,485.10	\$0.00	\$1,681,380.55	99%	\$0.00	

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Quantum Software Solutions, Inc. Document

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PROJECT: 728
728 Bacot Park Improvements

APPLICATION #: 11 Final
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PROJECT #s:

Payment Application containing Contractor's signature is attached.

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
75.5	CO5 - Solid Sod, Bermuda \$6.50 PER Sq. Yd.	6,000.00	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$39,000.00	100%	\$0.00	
75.6	CO6 - ADD Solid Sod, Bermuda \$6.50 PER Sq. Yd.	500.00	\$3,250.00	\$0.00	\$3,250.00	\$0.00	\$3,250.00	100%	\$0.00	
75.9	GENERAL ELECTRICAL WORK \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
76	Electrical Demo. \$10,000.00 PER LS	1.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
77	Remove Light Poles/Salvage \$10,000.00 PER LS	1.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	
78	Pullbox Repair \$2,500.00 PER Each	15.00	\$37,500.00	\$37,500.00	\$0.00	\$0.00	\$37,500.00	100%	\$0.00	
79	New Sports Lighting Ballast \$357.00 PER Each	35.00	\$12,495.00	\$2,499.00	\$9,996.00	\$0.00	\$12,495.00	100%	\$0.00	
79.5	CO5 - New Sports Lighting Ballast \$357.00 PER Each	-28.00	(\$9,996.00)	\$0.00	(\$9,996.00)	\$0.00	(\$9,996.00)	100%	\$0.00	
80	New Sports Lighting Lens \$357.00 PER Each	35.00	\$12,495.00	\$2,499.00	\$9,996.00	\$0.00	\$12,495.00	100%	\$0.00	
80.5	CO5 - New Sports Lighting Lens \$357.00 PER Each	-28.00	(\$9,996.00)	\$0.00	(\$9,996.00)	\$0.00	(\$9,996.00)	100%	\$0.00	
81	CCTV System \$100,000.00 PER LS	1.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	100%	\$0.00	
81.1	OMIT - CCTV System (\$100,000.00) PER LS	1.00	(\$100,000.00)	(\$100,000.00)	\$0.00	\$0.00	(\$100,000.00)	100%	\$0.00	
81.2	CCTV System - Revised \$58,000.00 PER LS	1.00	\$58,000.00	\$58,000.00	\$0.00	\$0.00	\$58,000.00	100%	\$0.00	
82.3	CO3 - New Elec. Svc. To Ex. Maint. \$3,000.00 PER LS	1.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
100A1	ADDITIVE ALTERNATE #1 - \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
100A1-1	Undercut Excavation (FM) \$10.50 PER Cu. Yd.	225.00	\$2,362.50	\$2,362.50	\$0.00	\$0.00	\$2,362.50	100%	\$0.00	
	SUB-TOTALS		\$1,849,491.05	\$1,835,755.95	\$13,735.10	\$0.00	\$1,849,491.05	99%	\$0.00	

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Quantum Software Solutions, Inc. Document

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PROJECT:

728

APPLICATION #:

11 Final

728 Bacot Park Improvements

DATE OF APPLICATION:

10/21/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

10/21/2022

PROJECT #s:

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
100A1-1.1	OMIT-Undercut Excavation (FM) \$10.50 PER Cu. Yd.		(\$2,362.50)	(\$2,362.50)	\$0.00	\$0.00	(\$2,362.50)	100%	\$0.00	
		-225.00		-225.00	0.00	0.00	-225.00		0.00	
100A1-1.2	Undercut Excavation w/o Fabric \$7.35 PER Cu. Yd.		\$1,653.75	\$1,653.75	\$0.00	\$0.00	\$1,653.75	100%	\$0.00	
		225.00		225.00	0.00	0.00	225.00		0.00	
100A1-1.23	CO3 - Add 43 CY to Undercut \$7.35 PER Cu. Yd.		\$316.05	\$316.05	\$0.00	\$0.00	\$316.05	100%	\$0.00	
		43.00		43.00	0.00	0.00	43.00		0.00	
100A1-1.3	Woven Geotextile Fabric \$3.15 PER Sq. Yd.		\$708.75	\$708.75	\$0.00	\$0.00	\$708.75	100%	\$0.00	
		225.00		225.00	0.00	0.00	225.00		0.00	
100A1-1.33	CO3 - Add 20 SY to Woven \$3.15 PER Sq. Yd.		\$63.00	\$63.00	\$0.00	\$0.00	\$63.00	100%	\$0.00	
		20.00		20.00	0.00	0.00	20.00		0.00	
100A-2	Select Fill, Borrow, Contractor \$15.00 PER Cu. Yd.		\$3,375.00	\$3,375.00	\$0.00	\$0.00	\$3,375.00	100%	\$0.00	
		225.00		225.00	0.00	0.00	225.00		0.00	
100A-2.3	CO3 - Add 43 CY to Select Fill, \$15.00 PER Cu. Yd.		\$645.00	\$645.00	\$0.00	\$0.00	\$645.00	100%	\$0.00	
		43.00		43.00	0.00	0.00	43.00		0.00	
100A-3	Pavilion Structure w/Slab \$92,500.00 PER LS		\$92,500.00	\$92,500.00	\$0.00	\$0.00	\$92,500.00	100%	\$0.00	
		1.00		1.00	0.00	0.00	1.00		0.00	
100A-3.2	CO2 - Additional Reinforcing Steel \$1,565.00 PER LS		\$1,565.00	\$1,565.00	\$0.00	\$0.00	\$1,565.00	100%	\$0.00	
		1.00		1.00	0.00	0.00	1.00		0.00	
100A-4	Picnic Tables \$1,700.00 PER Each		\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	100%	\$0.00	
		4.00		4.00	0.00	0.00	4.00		0.00	
100A-5	Electrical Distribution, Lighting, Etc \$20,000.00 PER LS		\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100%	\$0.00	
		1.00		1.00	0.00	0.00	1.00		0.00	
100A-6	Materials Testing \$1,500.00 PER ALLOW		\$1,500.00	\$1,236.50	\$263.50	\$0.00	\$1,500.00	100%	\$0.00	
		1.00		0.82	0.18	0.00	1.00		0.00	
100A-6.6	CO6 - Zero-Out Mtl Testing \$263.50 PER LS		(\$263.50)	\$0.00	(\$263.50)	\$0.00	(\$263.50)	100%	\$0.00	
		-1.00		0.00	-1.00	0.00	-1.00		0.00	
200A11	ADDITIVE ALTERNATE #11 - \$0.00 PER		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
		0.00		0.00	0.00	0.00	0.00		0.00	
200A11-C	Wood Bollard \$250.00 PER Each		\$37,500.00	\$37,500.00	\$0.00	\$0.00	\$37,500.00	100%	\$0.00	
		150.00		150.00	0.00	0.00	150.00		0.00	
200A11-C4	CO4 - Omit 30 Bollards \$250.00 PER Each		(\$7,500.00)	(\$7,500.00)	\$0.00	\$0.00	(\$7,500.00)	100%	\$0.00	
		-30.00		-30.00	0.00	0.00	-30.00		0.00	
	SUB-TOTALS		\$2,005,991.60	\$1,992,256.50	\$13,735.10	\$0.00	\$2,005,991.60	99%	\$0.00	

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Quantum Software Solutions, Inc. Document

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PROJECT:

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APPLICATION #:

11 Final

728 Bacot Park Improvements

DATE OF APPLICATION:

10/21/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU:

10/21/2022

PROJECT #s:

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
200A11-C5	CO5 - Omit 53 Bollards \$250.00 PER Each	-53.00	(\$13,250.00)	(\$13,250.00)	\$0.00	\$0.00	(\$13,250.00)	100%	\$0.00	
300A12	ADDITIVE ALTERNATE #12 - \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
300A12-A	Basketball Scoreboard, Complete \$8,750.00 PER Each	2.00	\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00	100%	\$0.00	
300A12-A4	CO4 - Add Bracing @ Scoreboard \$1,500.00 PER LS	1.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
400A2-00-5	ADDITIVE ALTERNATE #2 - Open- \$0.00 PER	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
400A2-01-5	CO5 - Undercut Excavation (FM) \$10.71 PER Cu. Yd.	700.00	\$7,497.00	\$3,277.26	\$4,219.74	\$0.00	\$7,497.00	100%	\$0.00	
400A2-01-6	CO6 - Omit Undercut Excavation \$10.71 PER Cu. Yd.	-394.00	(\$4,219.74)	\$0.00	(\$4,219.74)	\$0.00	(\$4,219.74)	100%	\$0.00	
400A2-02-5	CO5 - Select Fill, Borrow, \$21.43 PER Cu. Yd.	700.00	\$15,001.00	\$10,136.39	\$4,864.61	\$0.00	\$15,001.00	100%	\$0.00	
400A2-02-6	CO6 - Omit Select Fill \$21.43 PER Cu. Yd.	-227.00	(\$4,864.61)	\$0.00	(\$4,864.61)	\$0.00	(\$4,864.61)	100%	\$0.00	
400A2-03-5	CO5 - Site Grading & Storm \$15,000.00 PER LS	1.00	\$15,000.00	\$11,250.00	\$3,750.00	\$0.00	\$15,000.00	100%	\$0.00	
400A2-04-5	CO5 - Post Tension Conc Slab \$80,000.00 PER LS	1.00	\$80,000.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	100%	\$0.00	
400A2-05-5	CO5 - Court Surfacing \$16,750.00 PER LS	1.00	\$16,750.00	\$0.00	\$16,750.00	\$0.00	\$16,750.00	100%	\$0.00	
400A2-06-5	CO5 - Electrical Distribution, Etc. \$0.00 PER LS	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
400A2-07-5	CO5 - Alum Bleacher, 4-Row, 7'-6" \$3,625.00 PER Each	2.00	\$7,250.00	\$7,250.00	\$0.00	\$0.00	\$7,250.00	100%	\$0.00	
400A2-08-5	CO5 - Alum Player Benches \$0.00 PER Each	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
400A2-09-5	CO5 - Basketball Goal System \$8,750.00 PER Each	2.00	\$17,500.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00	100%	\$0.00	
	SUB-TOTALS		\$2,161,655.25	\$2,127,420.15	\$34,235.10	\$0.00	\$2,161,655.25	99%	\$0.00	

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Quantum Software Solutions, Inc. Document

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PROJECT: 728

APPLICATION #: 11 Final

728 Bacot Park Improvements

DATE OF APPLICATION: 10/21/2022

Payment Application containing Contractor's signature is attached.

PERIOD THRU: 10/21/2022

PROJECT #s:

A	B	C		D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)	
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD						
		QTY	\$ AMT							
400A2-10-5	CO5 - Volleyball System		\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
	\$2,000.00 PER Each	1.00		1.00	0.00	0.00	1.00		0.00	
400A2-11-5	CO5 - Natchez Crepe Myrtle		\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
	\$187.50 PER Each	8.00		8.00	0.00	0.00	8.00		0.00	
400A2-12-5	CO5 - Materials Testing		\$2,800.00	\$1,412.75	\$1,387.25	\$0.00	\$2,800.00	100%	\$0.00	
	\$2,800.00 PER ALLOW	1.00		0.50	0.50	0.00	1.00		0.00	
400A2-12-6	CO6 - Zero-Out Mtl Testing		(\$1,387.25)	\$0.00	(\$1,387.25)	\$0.00	(\$1,387.25)	100%	\$0.00	
	\$1,387.25 PER LS	-1.00		0.00	-1.00	0.00	-1.00		0.00	

**AIA**[®]**Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*

728

728 Bacot Park Improvements

2000 Lark Dr, Gautier, MS 39553

ARCHITECT'S PROJECT NUMBER:**CONTRACT FOR:**OWNER ☐ARCHITECT ☐CONTRACTOR ☐**TO OWNER:** *(Name and address)*

Gautier, City of

3330 Highway 90

Gautier, MS 39553-5124

Attn: Paula Yancey

CONTRACT DATED: 11/19/2020SURETY ☐OTHER ☐**STATE OF:** Mississippi
Harrison**COUNTY OF:**

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

EXCEPTIONS:

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*

Starks Contracting Company, Inc.

1538 Popps Ferry Rd (39532-2203) P. O. Box 7
Biloxi, MS 39540-7101**BY:***(Signature of authorized representative)*

Robert M. Starks, President

(Printed name and title)

Subscribed and sworn to before me on this _____

Notary Public:

Tiffany A. Guttierrez

My Commission Expires:

January 9, 2026



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA®

Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 107312440

PROJECT: *(Name and address)*
Bacot Park Improvements

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*
City of Gautier
3330 Hwy 90
Gautier, MS 39553

CONTRACT DATED: 11/19/2020

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY,

on bond of

(Insert name and address of Contractor)

Starks Contracting Company, Inc.
P. O. Box 7149
Biloxi, MS 39540

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Gautier
3330 Hwy 90
Gautier, MS 39553

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 27th, 2022

(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

Kathleen B. Scarborough
(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact
(Printed name and title)

Attest:

(Seal):

Dee Jean



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

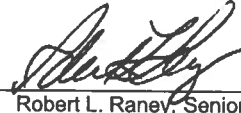
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KATHLEEN B SCARBOROUGH** of **GULFPORT** , **Mississippi** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

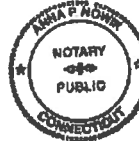
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

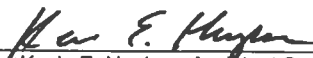
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **May**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)

728
728 Bacot Park Improvements
2000 Lark Dr, Gautier, MS 39553

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

Gautier, City of
3330 Highway 90
Gautier, MS 39553-5124
Attn: Paula Yancey

CONTRACT DATED:

11/19/2020

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Harrison

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

EXCEPTIONS:

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

Starks Contracting Company, Inc.
1538 Popp's Ferry Rd (39532-2203) P. O. Box 714
Biloxi, MS 39540-7101

BY:


(Signature of authorized representative)

(Printed name and title) Starks, President

Subscribed and sworn to before me on this day:

Notary Public:

Tiffany A. Gutierrez

My Commission Expires:

January 9, 2026



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assurance changes will not be obscured.



STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7101
PHONE (228) 392-4584 FAX (228) 392-4565

November 2, 2022

PROJECT: City of Gautier
Bacot Park Improvements

SUBSTANTIAL COMPLETION DATE: September 26, 2022

LABOR AND MATERIAL WARRANTY

Starks Contracting Company, Inc. hereby certifies that the Basketball Pavilion Court Surfacing, the Open-Air Basketball Court, and baseball backstop concrete slabs on the above referenced project has been completed in accordance with the Contract Documents and is not defective. If any work is found to be defective within one year of the Substantial Completion Date, we will correct it as per the Contract Documents.

Starks Contracting Company, Inc.

Robert Starks, President



CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Gautier	Owner's Contract No.:	
Contractor: Starks Contracting Company, Inc.	Contractor's Project No.:	
Engineer: Heflin Engineering	Engineer's Project No.:	
Project: Bacot Park Improvements	Contract Name: Bacot Park Improvements	

This ~~preliminary~~ [final] Certificate of Substantial Completion applies to:

☐ All Work ☒ The following specified portions of the Work:

Basketball Pavilion Court Surfacing, Open-Air Basketball Court, Baseball Backstop Concrete Slabs

September 26, 2022

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.*

Amendments to Owner's responsibilities:

☒ None
☐ As follows

Amendments to

Contractor's responsibilities: ☒ None Until final acceptance and payment of all work.

☐ As follows:

The following documents are attached to and made a part of this Certificate: None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: <u><i>Austin Moore</i></u> (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)	
Title: <u>President</u>	Title: _____	Title: <u>PRESIDENT</u>	
Date: <u>October 31, 2022</u>	Date: _____	Date: <u>11/2/22</u>	

CONTRACT CHANGE ORDER NO. 6 & FINAL

CHANGE ORDER NO. 6 & FINAL

STATE: Mississippi

DATE: October 31, 2022

COUNTY: Jackson

CONTRACT FOR: Bacot Park Improvements

OWNER: City of Gautier

CONTRACTOR: Starks Contracting Co., Inc.

CONTRACT TIME:

627 Calendar Days

CONTRACT START DATE:

1/11/2021

ORIGINAL COMPLETION DATE:

9/30/2022

CONTRACT TIME (INCREASE/DECREASE):

-4 Calendar Days

REVISED COMPLETION DATE:

9/26/2022

<u>ITEM NO.</u>	<u>QUANTITY CHANGE</u>	<u>ITEM</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
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See Attachment

Original Contract Amount: \$ 2,147,270.00
Revised Amount by Previous Change Order(s): \$ 19,298.00
Previous Revised Contract Amount: \$ 2,166,568.00
Total This Change - Increase/(Decrease): \$ 0.00
Total Revised Contract Amount: \$ 2,166,568.00

Justification: Changes required to reflect final field conditions.

This document will become a supplement to the Contract and all provisions will apply hereto.

Executed:

OWNER:

(City of Gautier)

DATE: _____

ENGINEER:

(Heflin Engineering, Inc.)

DATE: 11/3/2022

CONTRACTOR:

(Starks Contracting Co., Inc.)

DATE: 11/2/22

ATTACHMENT TO CONTRACT CHANGE ORDER NO. 6 & FINAL

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
<i>General Work Items</i>									
1	1	LS	Mobilization, Demobilization	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	0	\$ -
2	1	LS	Erosion & Pollution Control (Silt Fence, Wattles, and Related Items)	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
3	1	LS	Clearing & Grubbing	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	0	\$ -
4	2800	SY	Remove Asphalt Pavement, All Depths	\$ 4.50	\$ 12,600.00	2800	\$ 12,600.00	0	\$ -
5	360	SY	Remove Concrete Pavement, All Depths	\$ 12.00	\$ 4,320.00	360	\$ 4,320.00	0	\$ -
6	1750	SY	Remove Gravel Parking	\$ 1.60	\$ 2,800.00	1750	\$ 2,800.00	0	\$ -
7	1	LS	Remove Fencing, All Types & Sizes	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
8	1	LS	Remove Northeast Concession Stand	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -
9	1	LS	Remove Northeast Restroom Building	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
10	1	LS	Removal of Structures and Obstructions	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
10-CO3	1	LS	Remove Shed & Fencing at Existing Maintenance Building	\$ 1,080.00	\$ 1,080.00	1	\$ 1,080.00	0	\$ -
11	2	EA	Cap and Abandon Water Well	\$ 3,750.00	\$ 7,500.00	2	\$ 7,500.00	0	\$ -
12	0	CY	Undercut Excavation (FM)	\$ 10.50	\$ -	0	\$ -	0	\$ -
12A	1600	CY	Undercut Excavation (FM) w/o Fabric	\$ 7.35	\$ 11,760.00	1600	\$ 11,760.00	0	\$ -
12B	1800	SY	Woven Geotextile Fabric	\$ 3.15	\$ 5,670.00	1800	\$ 5,670.00	0	\$ -
13	1800	CY	Select Fill, Borrow, Contractor Furnished (FM)	\$ 15.00	\$ 27,000.00	1800	\$ 27,000.00	0	\$ -
13-CO3	1	LS	6" Thick Crushed Limestone Construction Access Road, 8' Wide	\$ 9,000.00	\$ 9,000.00	1	\$ 9,000.00	0	\$ -
14	1	LS	General Site Grading	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	0	\$ -
15	1	LS	Inlets, Catch Basins, and Drainage Structures (All Types)	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	0	\$ -
16	1	EA	Inlet Removal and New Junction Box at 52" Pipe	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	0	\$ -
17	0	EA	Inlet Removal and 52" Pipe Splice	\$ 10,000.00	\$ -	0	\$ -	0	\$ -
18	1	LS	Drainage Pipe and Flared End Sections per Plans	\$ 37,500.00	\$ 37,500.00	1	\$ 37,500.00	0	\$ -
18-CO3	1	LS	Replace Failed Drainage Pipe & Inlet (150 LF - 15" RCP & Inlet)	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
19	2	EA	Repair Existing Inlet	\$ 1,250.00	\$ 2,500.00	2	\$ 2,500.00	0	\$ -
20	0	CY	South Parking Lot Gravel Overlay	\$ 125.00	\$ -	0	\$ -	0	\$ -
20-CO3	1	LS	South Parking Lot - Remove Existing Gravel, Grade to Drain, Dress w/ Topsoil, Seed/Mulch	\$ 17,000.00	\$ 17,000.00	1	\$ 17,000.00	0	\$ -
21	0	LS	South Parking Lot ADA Parking Pad	\$ 10,000.00	\$ -	0	\$ -	0	\$ -
21-CO3	1	LS	Provide ADA Striping for (2) ADA Spaces at Boys & Girls Club	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	0	\$ -
22	0	SF	Concrete Driveway Apron	\$ 21.00	\$ -	0	\$ -	0	\$ -
23	1890	SY	Concrete Sidewalks & Ramps	\$ 70.00	\$ 132,300.00	2039.79	\$ 142,785.10	149.79	\$ 10,485.10
24	0	LF	Curb & Gutter (All Types)	\$ 23.00	\$ -	0	\$ -	0	\$ -
25	1	ALLOW	Materials Testing	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	0	\$ -

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
Baseball Field #1 and #2									
26	1	LS	Baseball Field #1 & #2 - Grading & Preparation	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00	0	\$ -
27	1	LS	Baseball Field #1 & #2 - Fencing & Gates	\$ 67,000.00	\$ 67,000.00	1	\$ 67,000.00	0	\$ -
28	1	LS	Baseball Field #1 & #2 - Dugouts	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	0	\$ -
29	1	LS	Baseball Field #1 & #2 - Water Supply	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
30	1	LS	Baseball Field #1 & #2 - Baseball Field Equipment	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
31	0	EA	Baseball Field Marking Equipment	\$ 2,500.00	\$ -	0	\$ -	0	\$ -
32	1	LS	Baseball Field #1 - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
32-CO2	1	LS	Baseball Field #1 - Replace Electrical Panelboard	\$ 1,985.00	\$ 1,985.00	1	\$ 1,985.00	0	\$ -
33	1	LS	Baseball Field #2 - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
34	1	LS	Baseball Field #2 - Electrical Feeder, Panel, Distribution & All Related Items	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
Basketball Pavilion									
35	1	LS	Reinforced Concrete Foundation	\$ 130,000.00	\$ 130,000.00	1	\$ 130,000.00	0	\$ -
35-CO2	1	LS	Reinforced Concrete Foundation - Additional Reinforcing Steel Cages	\$ 3,125.00	\$ 3,125.00	1	\$ 3,125.00	0	\$ -
36	1	LS	Basketball Pavilion Structure	\$ 180,000.00	\$ 180,000.00	1	\$ 180,000.00	0	\$ -
36-CO4	1	LS	Increase Basketball Pavilion's Ten (10) Brick Columns from 24"x24" to 32"x32"	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	0	\$ -
37	1	LS	Post Tension Concrete Slab	\$ 65,000.00	\$ 65,000.00	1	\$ 65,000.00	0	\$ -
38	1	LS	Court Surfacing	\$ 12,750.00	\$ 12,750.00	1	\$ 12,750.00	0	\$ -
39	2	EA	Basketball Goal System	\$ 10,000.00	\$ 20,000.00	2	\$ 20,000.00	0	\$ -
40	1	LS	Volleyball System	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
41	1	LS	Electrical Feeder, Panel, Distribution, Lighting & All Related Items	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
Football Field									
42	0	LS	Clean, Prep, and Paint Goal Posts	\$ 4,000.00	\$ -	0	\$ -	0	\$ -
43	0	EA	Field Striping Machine	\$ 5,000.00	\$ -	0	\$ -	0	\$ -
44	1	LS	Football Field - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
Common Space, Site Furnishings & Miscellaneous Items									
45	880	LF	6' Decorative Fencing & Gates	\$ 52.00	\$ 45,760.00	880	\$ 45,760.00	0	\$ -
46	31	EA	Decorative Fence Pilaster	\$ 1,500.00	\$ 46,500.00	31	\$ 46,500.00	0	\$ -
47	1975	LF	6' Black Vinyl, Chainlink Perimeter Fencing & Gates	\$ 30.00	\$ 59,250.00	1975	\$ 59,250.00	0	\$ -
47-CO3	1	LS	Perimeter Fencing - Deduct (1) 24' Swing Gate, (2) 30' Slide Gates; Add (1) 8'w Pedestrian Gate	\$ (5,500.00)	\$ (5,500.00)	1	\$ (5,500.00)	0	\$ -
48	0	LS	Playground Equipment	\$ 70,000.00	\$ -	0	\$ -	0	\$ -
48A	1	LS	Playground Equipment, w/ 3-bay Swing, w/o Oodle Swing & Geoplex Navigator	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	0	\$ -
49	1	LS	Splash Pad Expansion	\$ 100,000.00	\$ 100,000.00	1	\$ 100,000.00	0	\$ -
49A-CO4	1	LS	Increase Hot Tap from 10"x4" to 12"x4" for Splash Pad	\$ 500.00	\$ 500.00	1	\$ 500.00	0	\$ -
49B-CO4	1	LS	Paint Existing Splash Pad Enclosure in lieu of Providing New Metal Wall Panels	\$ (1,000.00)	\$ (1,000.00)	1	\$ (1,000.00)	0	\$ -

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
50	1	LS	Decorative Screen Wall w/ Lighting	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
51	0	ALLOW	Artwork for Screen Wall	\$ 9,500.00	\$ -	0	\$ -	0	\$ -
52	1	LS	Brick Knee Wall at Concession Stand	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	0	\$ -
52A-CO5	1	LS	Press Box Pad - Brick Knee Wall (64 LF)	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	0	\$ -
53	4	EA	Picnic Tables	\$ 1,700.00	\$ 6,800.00	4	\$ 6,800.00	0	\$ -
54	7	EA	Site Bench w/ Concrete Pad	\$ 1,000.00	\$ 7,000.00	7	\$ 7,000.00	0	\$ -
55	8	EA	Trash Receptacles	\$ 800.00	\$ 6,400.00	8	\$ 6,400.00	0	\$ -
56	1	ALLOW	Park Signage	\$ 7,237.95	\$ 7,237.95	1	\$ 7,237.95	0	\$ -
57	2	EA	Aluminum Player Benches, 15'	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00	0	\$ -
58	4	EA	Aluminum Player Benches, 21'	\$ 1,250.00	\$ 5,000.00	4	\$ 5,000.00	0	\$ -
59	2	EA	Aluminum Player Benches, 27'	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0	\$ -
60	6	EA	Aluminum Bleacher, 4-Row, 7'-6", Tip & Roll	\$ 2,335.00	\$ 14,010.00	6	\$ 14,010.00	0	\$ -
<i>Existing Building Renovation & Improvements</i>									
61	1	LS	Police Substation - Renovation & Improvements	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
62	0	LS	Police Substation - Metal Roof System	\$ 30,000.00	\$ -	0	\$ -	0	\$ -
62A	1	LS	Police Substation - Metal Roof System, Corrugated Metal	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
63	625	SF	Police Substation - Remove and Replace Roof Sheathing	\$ 6.00	\$ 3,750.00	625	\$ 3,750.00	0	\$ -
64	1	LS	Police Substation - Alarm System	\$ 1,500.00	\$ 1,500.00	0	\$ -	-1	\$ (1,500.00)
65	0	LS	Press Box - Renovation & Improvements	\$ 50,000.00	\$ -	0	\$ -	0	\$ -
65A	1	LS	Press Box - Demolition	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
66	0	LS	Press Box - Alarm System	\$ 1,500.00	\$ -	0	\$ -	0	\$ -
67	1	LS	Concession Stand - Renovation & Improvements	\$ 60,000.00	\$ 60,000.00	1	\$ 60,000.00	0	\$ -
67-CO2	1	LS	Concession Stand - Replace Exterior Hollow Metal Frames and Door	\$ 3,950.00	\$ 3,950.00	1	\$ 3,950.00	0	\$ -
67-CO4	1	LS	Concession Stand - Add Wiring and Light for Mechanical Room	\$ 440.00	\$ 440.00	1	\$ 440.00	0	\$ -
68	1	LS	Concession Stand - Alarm System	\$ 1,500.00	\$ 1,500.00	0	\$ -	-1	\$ (1,500.00)
69	1	LS	Existing Maintenance Building - Exterior Improvements	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
<i>Landscape Items</i>									
70	45	EA	Natchez Crepe Myrtle	\$ 162.50	\$ 7,312.50	45	\$ 7,312.50	0	\$ -
71	30	EA	Dwarf Pfizer Juniper	\$ 62.50	\$ 1,875.00	30	\$ 1,875.00	0	\$ -
72	112	EA	Big Blue Liriope	\$ 22.50	\$ 2,520.00	112	\$ 2,520.00	0	\$ -
73	1100	SF	Pine Bark Mulch	\$ 2.00	\$ 2,200.00	1100	\$ 2,200.00	0	\$ -
74	2	ACRE	Seed, Fertilize, Mulch	\$ 4,375.00	\$ 8,750.00	2	\$ 8,750.00	0	\$ -
75	9000	SY	Solid Sod, Bermuda	\$ 6.50	\$ 58,500.00	9500	\$ 61,750.00	500	\$ 3,250.00
<i>General Electrical Work Items</i>									
76	1	LS	Electrical Demolition	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
77	1	LS	Remove Sports Lighting Poles & Salvage Fixtures	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
78	15	EA	Pullbox Repair	\$ 2,500.00	\$ 37,500.00	15	\$ 37,500.00	0	\$ -
79	7	EA	New Sports Lighting Ballast	\$ 357.00	\$ 2,499.00	7	\$ 2,499.00	0	\$ -
80	7	EA	New Sports Lighting Lens	\$ 357.00	\$ 2,499.00	7	\$ 2,499.00	0	\$ -
81	0	LS	CCTV System	\$ 100,000.00	\$ -	0	\$ -	0	\$ -
81A	1	LS	CCTV System - Revised	\$ 58,000.00	\$ 58,000.00	1	\$ 58,000.00	0	\$ -
82-CO3	1	LS	New Electrical Service to Ex. Maintenance Bldg	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00	0	\$ -
<i>Additive Alternate #11 - Picnic Pavilion</i>									
A1-1	0	CY	Undercut Excavation (FM)	\$ 10.50	\$ -	0	\$ -	0	\$ -
A1-1A	268	CY	Undercut Excavation (FM) w/o Fabric	\$ 7.35	\$ 1,969.80	268	\$ 1,969.80	0	\$ -
A1-1B	245	SY	Woven Geotextile Fabric	\$ 3.15	\$ 771.75	245	\$ 771.75	0	\$ -
A1-2	268	CY	Select Fill, Borrow, Contractor Furnished (FM)	\$ 15.00	\$ 4,020.00	268	\$ 4,020.00	0	\$ -
A1-3	1	LS	Picnic Pavilion Structure with Slab	\$ 92,500.00	\$ 92,500.00	1	\$ 92,500.00	0	\$ -
A1-3-CO2	1	LS	Picnic Pavilion Structure with Slab - Additional Reinforcing Steel Cages	\$ 1,565.00	\$ 1,565.00	1	\$ 1,565.00	0	\$ -
A1-4	4	EA	Picnic Tables	\$ 1,700.00	\$ 6,800.00	4	\$ 6,800.00	0	\$ -
A1-5	1	LS	Electrical Distribution, Lighting & All Related Items	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
A1-6	1	ALLOW	Materials Testing	\$ 1,500.00	\$ 1,500.00	1	\$ 1,236.50	0	\$ (263.50)
<i>Additive Alternate #11 - Miscellaneous Items</i>									
A11-C	67	EA	Wood Bollard	\$ 250.00	\$ 16,750.00	67	\$ 16,750.00	0	\$ -
<i>Additive Alternate #12 - Scoreboards</i>									
A12-A	2	EA	Basketball Scoreboard, Complete	\$ 8,750.00	\$ 17,500.00	2	\$ 17,500.00	0	\$ -
A12-A-CO4	1	LS	Additional Bracing for Basketball Scoreboard	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
<i>Additive Alternate #2 - Open-Air Basketball Court</i>									
A2-1-CO5	700	CY	Undercut Excavation (FM)	\$ 10.71	\$ 7,497.00	306	\$ 3,277.26	-394	\$ (4,219.74)
A2-2-CO5	700	CY	Select Fill, Borrow, Contractor Furnished (FM)	\$ 21.43	\$ 15,001.00	473	\$ 10,136.39	-227	\$ (4,864.61)
A2-3-CO5	1	LS	Site Grading & Storm Drainage Improvements	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
A2-4-CO5	1	LS	Post Tension Concrete Slab	\$ 80,000.00	\$ 80,000.00	1	\$ 80,000.00	0	\$ -
A2-5-CO5	1	LS	Court Surfacing	\$ 16,750.00	\$ 16,750.00	1	\$ 16,750.00	0	\$ -
A2-6-CO5	0	LS	Electrical Distribution, Lighting & All Related Items	\$ 49,202.00	\$ -	0	\$ -	0	\$ -
A2-7-CO5	2	EA	Aluminum Bleacher, 4-Row, 7'-6" with Concrete Slabs	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -
A2-8-CO5	0	EA	Aluminum Player Benches, 15'	\$ 2,750.00	\$ -	0	\$ -	0	\$ -
A2-9-CO5	2	EA	Basketball Goal System	\$ 8,750.00	\$ 17,500.00	2	\$ 17,500.00	0	\$ -
A2-10-CO5	1	LS	Volleyball System	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	0	\$ -
A2-11-CO5	8	EA	Natchez Crepe Myrtle	\$ 187.50	\$ 1,500.00	8	\$ 1,500.00	0	\$ -
A2-12-CO5	1	ALLOW	Materials Testing	\$ 2,800.00	\$ 2,800.00	1	\$ 1,412.75	0	\$ (1,387.25)
				\$ 2,166,568.00		\$ 2,166,568.00		\$ 0.00	

Note:

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:
Title:

November 15, 2022
Consideration of a Conditional Use-Major Permit
that would allow a tattoo parlor in a C-3 Highway
Commercial Zoning District at 810 Highway 90,
Suite B, Gautier, MS (GPC #22-42-CU)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District at 810 Highway 90, Suite B, Gautier, MS (GPC #22-42-CU) (PID #87010048.100)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 22-42-CU
810 HIGHWAY 90, SUITE B – C3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: #87010048.100**

WHEREAS, an application for a Conditional Use-Major Permit to allow a tattoo parlor in a C-3 Highway Commercial Zoning District was submitted by Jeffrey Martin; and

WHEREAS, the parcel subject to this Permit is located at 810 Highway 90, Suite B, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its November 3, 2022 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of the Conditional Use-Major Permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met to (approve or deny) a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a tattoo parlor, is permitted as a Conditional Use-Major in a C-3 Highway Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the above Conditional Use-Major Permit for a tattoo parlor in a C-3 Highway Commercial Zoning District.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/09/2022
Subject: Consider a request for a Conditional Use-Major that would allow a Tattoo Parlor in a C-3 Highway Commercial Zoning District. 810 Highway 90, Suite B, PID #87010048.100, (GPC #22-42-CU)

REQUEST:

The Planning Department has received a request from Jeffrey Martin dba Highly Recommended Tattoo for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. 810 Highway 90, Suite B, PID #87010048.100). The application fee of \$250 was paid on October 3, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.
Location: 810 Highway 90, Suite B, PID #87010048.100 (See Exhibit A)
General features of the proposed project: Total Area: Approximately 0.48 Acres
Existing Multi-Occupancy Building
Existing Zoning – C-3 Highway Commercial (See Exhibit B)
Existing Land Use – Commercial Retail (See Exhibit C)
Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: Parking wouldn't be an issue because we go by appointment only. This keeps down on traffic.

Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, we would not negatively affect the neighbors. My business is ran professionally.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, it won't because we run the business by appointment only.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial. Staff feels that an establishment of this size could be described as Low Impact.

Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No, we don't use any hazardous materials or anything that would affect anyone around us.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes

Staff Finding: The proposed use will conform to all district regulations.

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Conditional Use-Major as presented because it meets all the criteria for approval required by the UDO.

The City Council may:

Approve the Conditional Use-Major;

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 11.3.22 (#22-42-CU)
2. Complete Packet 22-42-CU

Excerpt from November 3, 2022, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Tattoo Parlor in a C-3 Highway Commercial Zoning District at 810 Highway 90, Suite B. PID #87010048.100, (GPC #22-42-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded Commissioners that a Conditional Use runs with the land.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 810 Highway 90, Suite B, PID #87010048.100 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.48 Acres
Existing Multi-Occupancy Building
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Commercial Retail (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: Parking wouldn't be an issue because we go by appointment only. This keeps down on traffic.

Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, we would not negatively affect the neighbors. My business is ran professionally.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, it won't because we run the business by appointment only.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial. Staff feels that an establishment of this size could be described as Low Impact.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No, we don't use any hazardous materials or anything that would affect anyone around us.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to all district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff recommends approval of the Conditional-Use Major for the proposed use (Tattoo Parlor) based on the relevant "Criteria for Approval" from the UDO as listed above being met.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

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.

Jeffrey Martin, the applicant, said that he is currently trying to relocate from Moss Point because he isn't getting enough business there and some of his employee's clients are not comfortable coming to the business at its current location.

Commissioner McManus asked what type of businesses were in the building he was wanting to locate in and what his hours of operation would be.

Mr. Martin said there was a nutrition shop, a dog grooming shop, a Kratom shop and a dentist at that location. He said his hours were currently 1:00 pm to 6:00 pm on weekdays and 1:00 pm to 8:00 or 9:00 pm on weekends.

Chairman Jamison stated that those were very reasonable hours for a tattoo parlor.

Sharon Seymour, owner of the building, said Mr. Martin seems to be a good family man with a good reputation. She said other people have told her that he runs a good clean business and when she went over all the rules, such as not having people hanging around outside of the business, he was very respectful of the rules. The background check she did on him was good and she felt he would be a good fit for the building.

Chairman Jamison asked Ms. Seymour if the other businesses had a problem with a tattoo parlor going in there.

Ms. Seymour said no one had a problem with it.

Commissioner McManus said that her main concern was that the Conditional Use went with the land and if Mr. Martin decided to leave another tattoo parlor could go there.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the Conditional Use-Major as presented because it meets all the criteria for approval required by the UDO.

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

AYES: **Ricky Decoteau**
 Kay C. Jamison
 DeAnna McManus
 Chris Hoover
 Paul Gainer

ABSENT: **William Davis**
 Josh Ward

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

November 3, 2022

GPC #22-42-CU

Jeffrey Martin

810 Highway 90, Suite B

VII. NEW BUSINESS

1. Consider a request by for a Conditional Use-Major that would allow a Tattoo Parlor in a C-3 Highway Commercial Zoning District. 810 Highway 90, Suite B, PID #87010048.100, (GPC #22-42-CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 19, 2022

Subject: Consider a request for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. (GPC #22-42-CU)

REQUEST:

The Planning Department has received a request from Jeffrey Martin dba Highly Recommended Tattoo for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. 810 Highway 90, Suite B, PID #87010048.100). The application fee of \$250 was paid on October 3, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 810 Highway 90, Suite B, PID #87010048.100 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.48 Acres
Existing Multi-Occupancy Building
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Commercial Retail (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: Parking wouldn't be an issue because we go by appointment only. This keeps down on traffic.

Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No, we would not negatively affect the neighbors. My business is ran professionally.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, it won't because we run the business by appointment only.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes.

Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial. Staff feels that an establishment of this size could be described as Low Impact.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No, we don't use any hazardous materials or anything that would affect anyone around us.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to all district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

Staff recommends approval of the Conditional-Use Major for the proposed use (Tattoo Parlor) based on the relevant "Criteria for Approval" from the UDO as listed above being met.

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

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
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

22-42-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Conditional Use - Major	<u>X</u>	\$250.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		FEE:
Conditional Use - Minor	_____	\$250.00

Name of

Applicant: Jeffrey Martin

Name of Business: Highly Recommended Tattoo Phone: (662) 266-7327

Property Address: 810 Hwy 90 Suite B Mailing Address (if Different): 2015 Ridgeland Dr. Gautier

E-Mail Address: _____

Proposed Use Requiring Conditional Use: Tattoo Parlor (Refer to Article V, UDO)

Proposed Location is: ☐ New Build ☒ Existing (with no modifications) ☐ Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Answers to the Criteria for Approval (see attached).
- ☒ 2. Project Narrative (see attached).
- _____ 4. Diagram of intended use (see attached).
- _____ 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 Economic Development/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(s): [Signature] Date of Application: 10-3-2022

FOR OFFICE USE ONLY	
Date Received <u>10-3-22</u>	Verify as Complete <u>B &</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>B &</u>

+1.00 filing fee

250.00 C-3

I, Sharon Seymour, the fee simple owner(s) of the following described property:

Address:
<u>810 Hwy 90, Suite B</u>
<u>Gautier, MS 39553</u>
Parcel ID No.:

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* Tattoo Studio (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Jeffrey Martin and Sharon Seymour (name of agent) 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.

Sharon Seymour
(Owner's Signature)

[Signature]
(Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 3rd day of October, 20 by Sharon Seymour, who is personally known to me or has produced MS Drivers License 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



CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Yes
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans. *parking wouldn't be a issue because we go by appointment only. This keeps down on traffic.*
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. *No, we would not negatively affect the neighbors. My business is ran professionally.*
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain. *No, it won't because we run the business by appointment only.*
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? *Yes*
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
Yes
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. *No, we dont use any hazardous materials or anything that would affect anyone around us.*
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. *Yes*

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

To whom it may concern:

I, Jeffrey Martin am the owner of Highly Recommended Tattoo in Moss Point Ms. I have been in business for 2 years and I'm looking toward growing my business. I'm looking to move into a better community. I am married with children and I live in Gautier, Ms. Area. I would love to have my shop closer to my home and in a nice community. I run my shop professionally and I go by appointments only so there is not a lot of people at one time at my place of business. We have a waiting area in the shop and no one will be hanging out at my shop. We keep it very professional. I also managed a tattoo shop before I opened my own shop. My shop is smoke free and alcohol free. I would really appreciate the opportunity to relocate to the Gautier area.



To whom it may concern:

Jeffrey Martin worked at our place of employment as a cook part time in the year of 2021. He was very professional while working in my establishment and very dependable. His children attends my facility and have been attending for 2 years and he is very active in their daily learning. He volunteers for field trips and different events that we have at the center. He always shows up for Father's day events, he also volunteers for our yearly trunk or treating at the center, etc. He is a very involved father in our childcare facility. If you have any questions please give me a call at 228-205-3720.

Jessica Badie

Director

**PRONTO INC.
4106 MAIN STREET
MOSS POINT, MS 39563
(228) 475-6882**

October 3rd 2022

To whom it may concern:

Highly Recommended Tattoo Shop has been wonderful neighbors in Moss Point Plaza, has very friendly atmosphere and nice employee's.

Thank you
Pawn Mart I
Asst Manager
Nick Smith

A handwritten signature in black ink, appearing to read "Nick Smith", written over the printed name.

**PRONTO INC.
4114 MAIN STREET
SUITE B
MOSS POINT, MS 39563
(228) 475-4080
FAX (228) 475-4042**

October 3rd 2022

To whom it may concern:

Highly Recommended Tattoo Shop is wonderful tenants mange his business as such no riff raff. Pays his rent on time and sometimes before it is due.

Thank you
Connie Malone
manger

A handwritten signature in cursive script that reads "Connie Malone". The signature is written in dark ink and is positioned below the typed name and title.

Mississippi State Board of Health

Certificate of Registration

This is to certify that

JEFFREY M MARTIN

is properly registered as a **Tattoo Artist** under the provisions of Sections 73-61-3 et seq. of Mississippi Code of 1972, annotated, and the Regulations adopted by the Mississippi State Board of Health, at the following described premises:

HIGHLY RECOMMENDED TATTOO

4114 MAIN STREET, SUITE F

MOSS POINT, MS 39563

This registration is Valid only for the person at the premises defined above.

06/01/2022

Date Issued

05/31/2023

Expiration Date

TA - 1587

Registration Number

This certificate is not transferable

State Health Officer

Festus E. Simkins

Licensing Program Director

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

Highly Recommended Tattoo LLC



Given this the 6th day of November, Two Thousand
and Twenty-One, in the Capital City of Jackson,
Mississippi under my Hand and Seal,

Michael Watson

Certificate

OF COMPLETION

IN RECOGNITION OF SUCCESSFUL COMPLETION IN:

Bloodborne Pathogens
Infectious Disease Control
Best Practices / Precautions

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

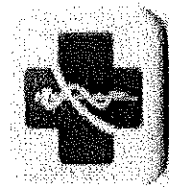
Jeffrey Martin

The above mentioned Student is now certified in the above mentioned course by demonstrating proficiency in the subject by passing the examination in accordance with the Terms & Conditions of National CPR Foundation - Valid for 1 year. Course administered in accordance with the **2015** ECC/ILCOR and AHA® guidelines. ID#:9FAC44A

Completion: **May 31, 2022**

Instructor: **Paul J. Scruton**

Signature:



COURSE PROVIDED BY:

National CPR Foundation



Moss Point Fire Department

1204 Bellview Ave.

Moss Point, MS 39563

Office: 228-475-8848

Fax: 228-475-4759

Moss Point Fire Department

4204 Bellview Ave.

Moss Point, Ms. 39563

Date 2/16/2022

Status: Inspection – **Complete/Passed**

Highly Recommended
4114 Main Suite F

Moss Point, Ms. 39563

To Whom It May Concern:

This letter is in reference to our recent visit to your location. We really appreciate your hospitality and cooperation in our Fire and Safety inspection. The Status of Fire & Safety Inspection is **Passed/ Complete**. For any questions or concerns please feel free to call us at 228-475-8848.

Sincerely,

Received by,



Lt. Roland Mims, Fire Inspector

Moss Point Fire Department

City of Moss Point

4320 McInnis Ave

Moss Point, MS 39563

Phone: (228) 475-8488

Fax: (228) 474 4790

Change Light bulb in Emergency light

"Rejuvenate Moss Point Together"

87010048.100 SEYMOUR SHARON K TRUSTEE

PIDN: 87010048.100

GISP: 769.32-03-0125.00M

Owner Information

Percent of Ownership: 100

Name: SEYMOUR SHARON K TRUSTEE

Name 2: REVOCABLE LIVING TRUST

Mailing Address: 11 DELA ROSE PL
OCEAN SPRINGS MS
39564

Site Address: 810 HWY 90 GAUTIER

Land Information

Section: 32 Acreage: 0.48

Township: 7

Range: 6

Street Name HWY 90

Value and Tax Information

Total Assessed Value: 55803

Total Appraised Value: 372017

Improvement Value: 310337

Land Value: 61680

Tax Amount: 8023

SQ FT: 3519

Year Built: 2000

Legal Description

Description: COM INTERS OF E/M GUILLOTTE RD &
N/M HWY 90 SELY ALG HWY 365' FO
R POB N 98' E 145' M/L S 157.12'
WLY & ALG N/M HWY 90 164.66' TO
POB BEING PT LOT 5 BLK E RIVER
OAKS S/D & PT LOT 3 MARY WALKER
TR DB 1652-250 DB 1844-598 (125M
MAP769.32-03)

Deed Book / Page: 1844 / 598

87010048.100 SEYMOUR SHARON K TRUSTEE

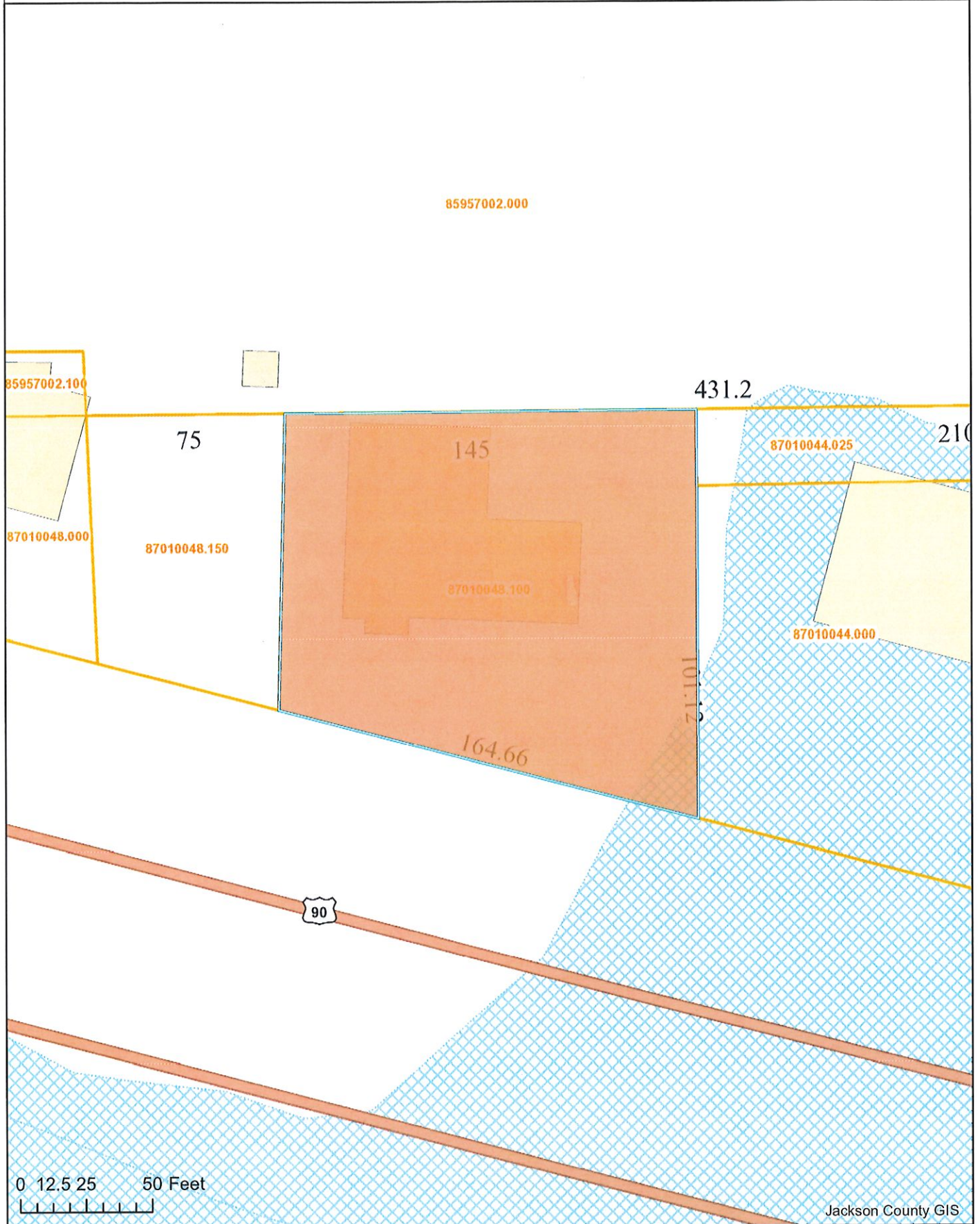


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
 City of Gautier
 Planning Department

Legend

Zoning ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

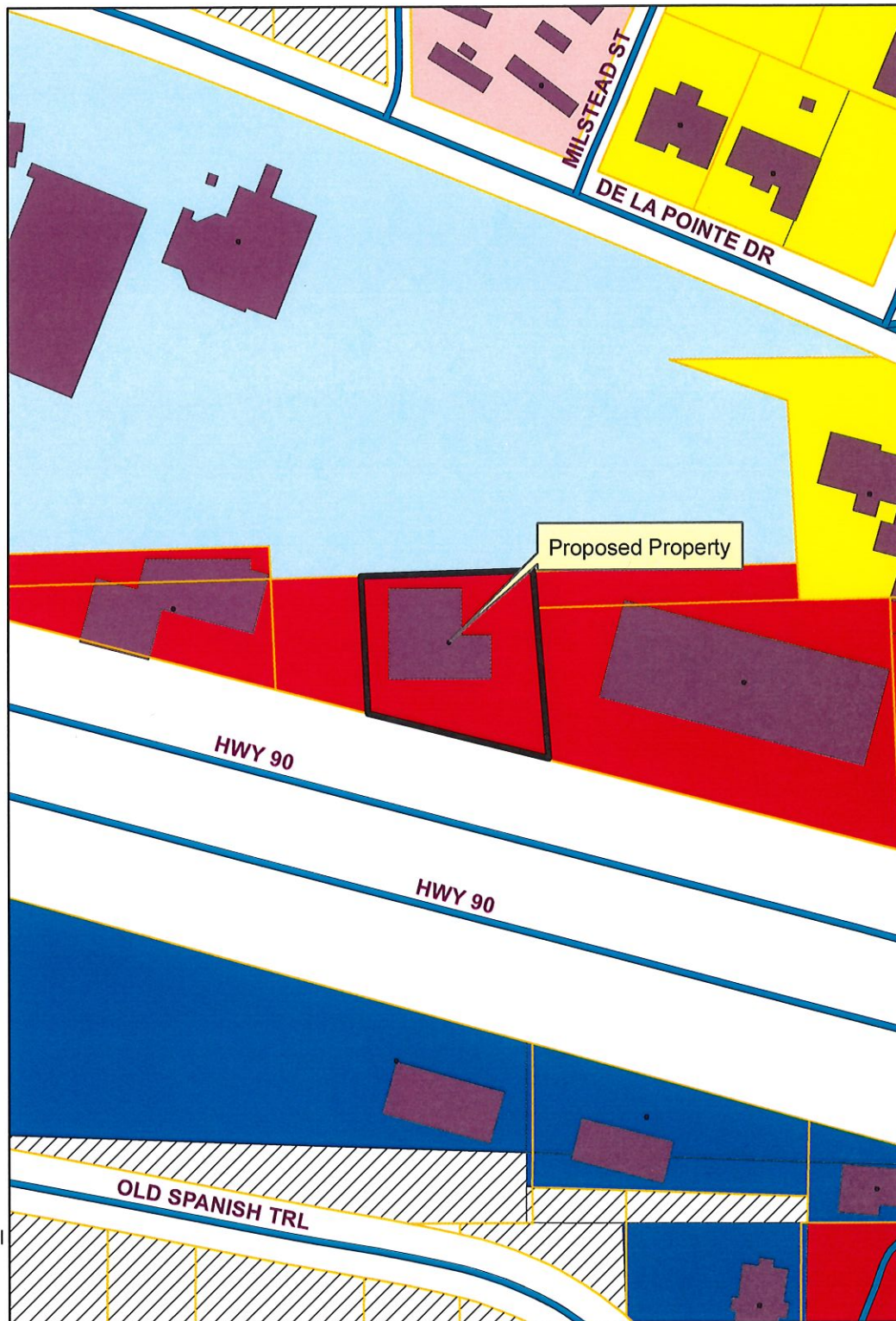


Exhibit D Future Land-Use

Prepared By:

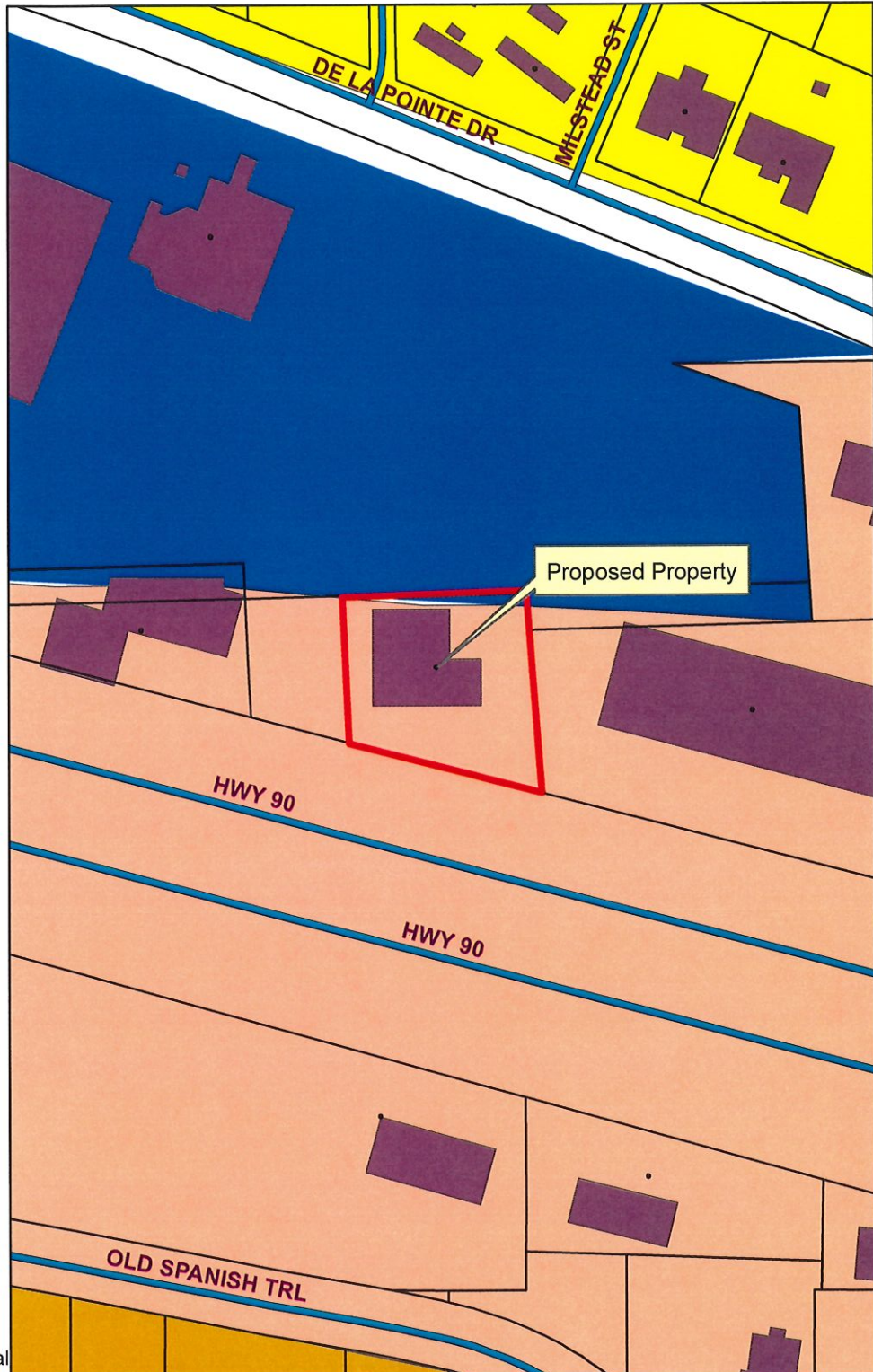
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:
Title:

November 15, 2022
Consideration of a Special Exception that would allow the applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District, located at 4824 Old Spanish Trail, Gautier, MS (GPC Case No. 22-43-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow the applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District, located at 4824 Old Spanish Trail, Gautier, MS (GPC Case No. 22-43-SE) (PID #82433009.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 22-43-SE
4824 OLD SPANISH TRAIL – SPECIAL EXCEPTION FOR
APPLICANT TO REPLACE EXISTING MOBILE HOME WITH A
NEW MANUFACTURED HOME
IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL
ZONING DISTRICT
REGARDING PARCEL ID NO: 82433009.000**

WHEREAS, an application for a Special Exception Permit to allow the applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District was submitted by David Alan Walters and Delores Ledean Walters; 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 R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located on 4824 Old Spanish Trail, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its November 3, 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 or will not) be in harmony with the purpose and intent of the Unified Development Ordinance; and (will or will not) be injurious to the neighborhood or the general welfare; and

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by David Alan Walters and Delores Ledean Walters on November 3, 2022 for a Special Exception Permit.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/09/2022
Subject: Consider a request for a Special Exception that would allow applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District, 4824 Old Spanish Trail. (GPC #22-43-SE)

REQUEST:

Consider a request for a Special Exception that would allow applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District, 4824 Old Spanish Trail. (GPC #22-43-SE)

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.
Location: 4824 Old Spanish Trail, PID #82433009.000 (See Exhibit A)
General features of the proposed project:
Lot Size: Approximately 1.27 acres
Existing mobile home on property
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial, R-1 Low Density Single-Family Residential, and PUD Planned Unit Development
Comprehensive Plan Future Land Use Designation (See Exhibit D): Very Low Density 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:** We, David Alan Walters and Delores Ledean Walters, would like to replace our old mobile home with a new manufactured home. Our old home is becoming a health risk for my wife and me. The old home is a 1975 home that has multiple issues including mold issues, structural deterioration, and energy efficiency problems.*

***Staff Finding:** There are other occupied mobile homes located within the City's R-1 zoning 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:** We would like to replace the home with a new energy efficient and aesthetically pleasing Clayton home. The cost and time of building a new home would be out of our comfort zone. The new home will not affect the area in any way. There are many homes in the area that are manufactured. We will be bringing value to the area by adding a new 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:** We are asking for special exception to expedite our process and get us a new home to live in that will not cause more health issues. We did not cause this to our home. It was due to the code in which our old home was built.*

***Staff Finding:** The City's Unified Development Ordinance states in Article XIII Section 13.2.6 Major Damage to Nonconforming Structures: "Should a nonconforming structure be destroyed or damaged by any means to*

an extent that would be in excess of fifty percent (50%) of the true value as determined by the Jackson County Tax Assessor it shall not be reconstructed or use made of except in conformity with the provisions of these ordinances, however, this provision shall not apply to any nonconforming use which at the time of destruction or damage is owned by the same persons or entity who was the owner at the time of the passage of the Unified Development Ordinance, dated December 7, 2010.”

Because this is an R-1 zoning district, to be in conformance with the provisions of the ordinance, the applicant would be limited to renovating their current mobile home to an extent which is below the required monetary limit, or, be required to build a Single-Family Dwelling in lieu of replacing their current mobile home with a new Mobile Home.

Note The property deed submitted reflects that the applicant took ownership of the property in 2012.*

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 approval of 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 11.3.22 (#22-43-SE)
2. Complete Packet 22-43-SE

Excerpt from November 3, 2022, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow the applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District at 4824 Old Spanish Trail. PID #82433009.000 (GPC #22-43-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded the Commissioners that Special Exceptions do not run with the land they run with the owner and can be revoked by the Planning Department if the Special Exception ceases to be used for what it is approved for. He stated that the Unified Development Ordinance (UDO) would allow the applicant to replace the mobile home by right if the mobile home and property were owned by the same owner at the time of the adoption of the UDO. The applicants were not the owner at the time of the adoption of the UDO therefore the existing mobile home is a legal non-conforming structure.

REQUEST:

The Planning Department has received a request from David Alan Walters and Delores Ledean Walters for a Special Exception that would allow them to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District at 4824 Old Spanish Trail, PID #82433009.000. (GPC #22-43-SE) The application fee of \$250 was paid on October 7, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 4824 Old Spanish Trail, PID #82433009.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: Approximately 1.27 acres
 - Existing mobile home on property
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial, R-1 Low Density Single-Family Residential, and PUD Planned Unit Development
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Very Low Density 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: We, David Alan Walters and Delores Ledean Walters, would like to replace our old mobile home with a new manufactured home. Our old home is becoming a health risk for my wife and me. The old home is a 1975 home that has multiple issues including mold issues, structural deterioration, and energy efficiency problems.

Staff Finding: *There are other occupied mobile homes located within the City's R-1 zoning 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: *We would like to replace the home with a new energy efficient and aesthetically pleasing Clayton home. The cost and time of building a new home would be out of our comfort zone. The new home will not affect the area in any way. There are many homes in the area that are manufactured. We will be bringing value to the area by adding a new 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: *We are asking for special exception to expedite our process and get us a new home to live in that will not cause more health issues. We did not cause this to our home. It was due to the code in which our old home was built.*

Staff Finding: *The City's Unified Development Ordinance states in Article XIII Section 13.2.6 Major Damage to Nonconforming Structures: "Should a nonconforming structure be destroyed or damaged by any means to an extent that would be in excess of fifty percent (50%) of the true value as determined by the Jackson County Tax Assessor it shall not be reconstructed or use made of except*

in conformity with the provisions of these ordinances, however, this provision shall not apply to any nonconforming use which at the time of destruction or damage is owned by the same persons or entity who was the owner at the time of the passage of the Unified Development Ordinance, dated December 7, 2010.”

Because this is an R-1 zoning district, to be in conformance with the provisions of the ordinance, the applicant would be limited to renovating their current mobile home to an extent which is below the required monetary limit, or, be required to build a Single-Family Dwelling in lieu of replacing their current mobile home with a new Mobile Home.

Note The property deed submitted reflects that the applicant took ownership of the property in 2012.*

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.

Delores Walters explained that her husband's parents bought the mobile home in 1975 and it now has mold in it and the floors are starting to sink in. She stated they had recently got an inheritance they were able to use to get a new manufactured home.

David Walters stated that he and his wife wanted to replace the old mobile home because it was becoming a health risk for them. They wanted to replace the existing home with a new energy efficient and aesthetically pleasing Clayton home because the cost and time of building a new home would be out of their comfort zone. He stated that there were other manufactured homes in the area and that replacing their old home with a new one would bring value to the area. He added that they did not cause the problems with their home, but the problems were due to the code in which their old home was manufactured.

Chairman Jamison asked the Walters how long they had lived at the property.

Mr. Walters said they had lived there about twenty years.

Chairman Jamison asked Mr. Ankerson when the UDO was adopted.

Mr. Ankerson stated that the UDO was adopted in 2010 and he had to go by the Jackson County Records for his information regarding ownership.

Commissioner Decoteau asked the Walters if they were going to live in the old mobile home and have the new one put next to it and then move into it.

Mr. Walters said they were going to have the old one hauled away and stay in a motel or something until the new one could be set up on the property.

Commissioner McManus said that she did not see other manufactured homes in the area on the satellite view of the area.

Mr. Walters said there were a few of them up and down the road.

Mr. Ankerson said that he could verify that there are other manufactured/mobile homes on Old Spanish Trail, but he was not sure how close they were to the applicant's property. He also said there were several mobile homes in the city that are located in R-1 Districts.

Chairman Jamison noted that notification had been made to the adjoining property owners, a sign about the meeting had been posted on the property, but there was no one present in opposition of the request.

Commissioner McManus said that an investment in a home that would appreciate would be better than something that was going to depreciate. She said that from a community standpoint she would like to see something that would increase in value long term. She stated that was her main apprehension about it.

Commissioner Gainer asked the applicants if they were currently living in the mobile home they wanted to move out.

Mrs. Walters said although they didn't want to, they had to.

Commissioner Gainer asked Mr. Ankerson how it would work with the old one being grandfathered in and having to move it to bring in the new one.

Mr. Ankerson explained that the old one would have to be removed before the new one could be brought in because you cannot have two residences on one lot per the UDO.

ACTION TAKEN:

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

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

AYES: **Ricky Decoteau**
 Paul Gainer
 Chris Hoover
 Kay C. Jamison

NAYS: **DeAnna McManus**

ABSENT: **William Davis**
 Joshua Ward

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

November 3, 2022

GPC #22-43-SE

David Alan Walters & Delores Ledean Walters

4824 Old Spanish Trail

VII. NEW BUSINESS

2. Consider a request for a Special Exception that would allow applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District, 4824 Old Spanish Trail. (GPC #22-43-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 20, 2022

Subject: Consider a request for a Special Exception that would allow applicant to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District, 4824 Old Spanish Trail. (GPC #22-43-SE)

REQUEST:

The Planning Department has received a request from David Alan Walters and Delores Ledean Walters for a Special Exception that would allow them to replace their existing mobile home with a new manufactured home in a R-1 Low Density Single-Family Residential Zoning District at 4824 Old Spanish Trail, PID #82433009.000. (GPC #22-43-SE) The application fee of \$250 was paid on October 7, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 4824 Old Spanish Trail, PID #82433009.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: Approximately 1.27 acres
 - Existing mobile home on property
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial, R-1 Low Density Single-Family Residential, and PUD Planned Unit Development
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Very Low Density 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: We, David Alan Walters and Delores Ledean Walters, would like to replace our old mobile home with a new manufactured home. Our old home is becoming a health risk for my wife and me. The old home is a 1975 home that has multiple issues including mold issues, structural deterioration, and energy efficiency problems.

Staff Finding: *There are other occupied mobile homes located within the City's R-1 zoning 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: *We would like to replace the home with a new energy efficient and aesthetically pleasing Clayton home. The cost and time of building a new home would be out of our comfort zone. The new home will not affect the area in any way. There are many homes in the area that are manufactured. We will be bringing value to the area by adding a new 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: *We are asking for special exception to expedite our process and get us a new home to live in that will not cause more health issues. We did not cause this to our home. It was due to the code in which our old home was built.*

Staff Finding: *The City's Unified Development Ordinance states in Article XIII Section 13.2.6 Major Damage to Nonconforming Structures: "Should a nonconforming structure be destroyed or damaged by any means to an extent that would be in excess of fifty percent (50%) of the true value as determined by*

the Jackson County Tax Assessor it shall not be reconstructed or use made of except in conformity with the provisions of these ordinances, however, this provision shall not apply to any nonconforming use which at the time of destruction or damage is owned by the same persons or entity who was the owner at the time of the passage of the Unified Development Ordinance, dated December 7, 2010."

Because this is an R-1 zoning district, to be in conformance with the provisions of the ordinance, the applicant would be limited to renovating their current mobile home to an extent which is below the required monetary limit, or, be required to build a Single-Family Dwelling in lieu of replacing their current mobile home with a new Mobile Home.

Note The property deed submitted reflects that the applicant took ownership of the property in 2012.*

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

22-43-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: David Alan Walters + Delores Ledean Walters

Name of Business: Replace old mobile home with new manufactured home

Address: 4824 Old Spanish Trail Gautier, MS 39553

Mailing Address (if different):

Email Address: Fiddleman8034@yahoo.com

Phone: 228-282-4493 Cell Phone:

Reason for request, location and intended use of Property: Current home is degrading + needs to be replaced

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. Legal descriptions and street address.
- ☒ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 6. Any other information requested by the Planning Director and/or members of the Technical Review Committee.
- N/A 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: David A. Walters
Delores Ledean Walters

FOR OFFICE USE ONLY

Date Received 10-7-22 Verify as Complete BL

Fee Amount Received 250.00

(+ \$1.00 filing fee)

Initials of Employee Receiving Application BL

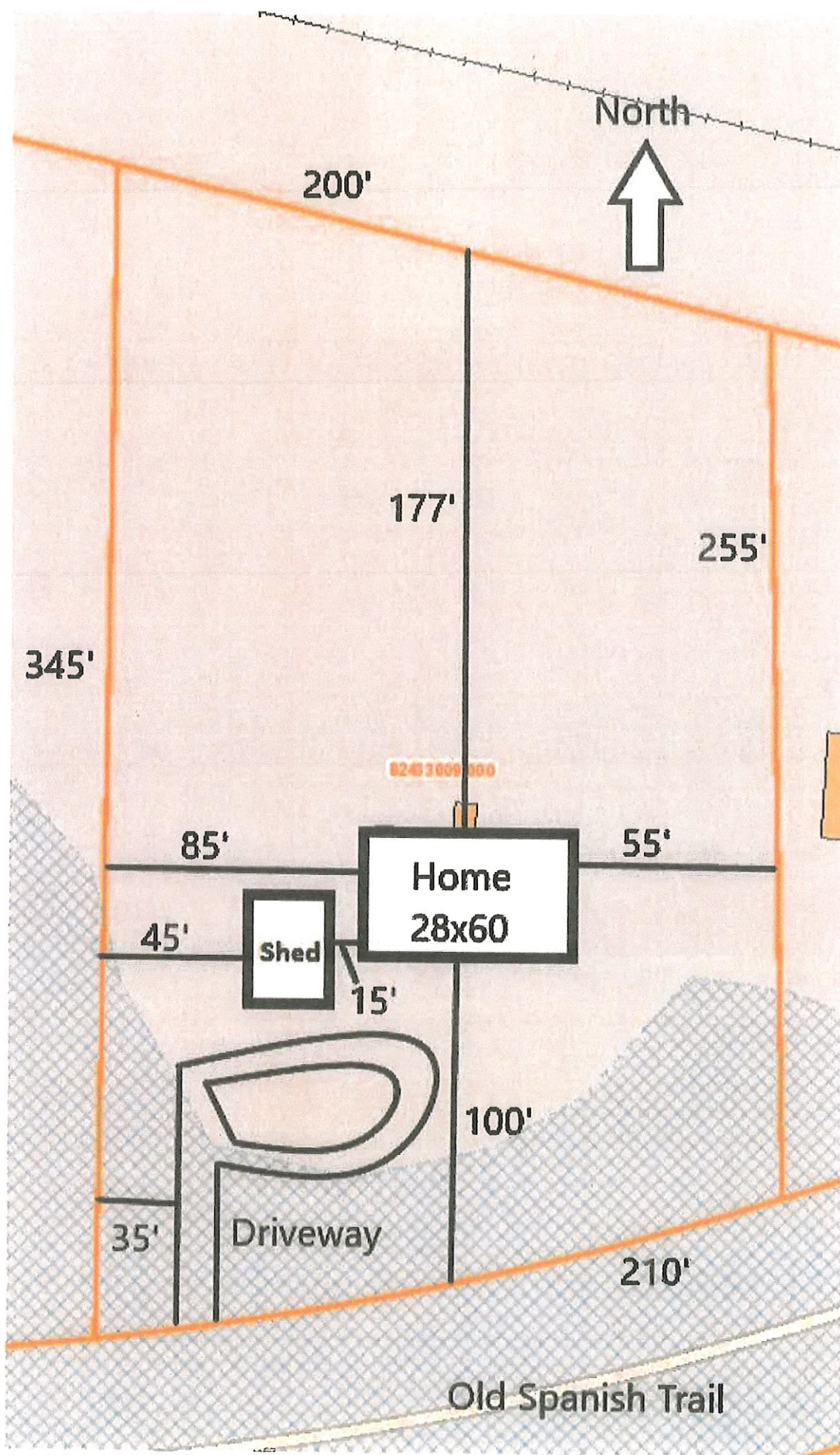
We, David Alan Walters and Delores Ledean Walters, would like to replace our old mobile home with a new manufactured home. Our old home is becoming a health risk for my wife and me. The old home is a 1975 home that has multiple issues including mold issues, structural deterioration, and energy efficiency problems. We would like to replace the home with a new energy efficient and aesthetically pleasing Clayton home. The cost and time of building a new home would be out of our comfort zone. The new home will not affect the area in any way. There are many homes in the area that are manufactured. We will be bringing value to the area by adding a new home. We are asking for special exception to expedite our process and get us a new home to live in that will not cause more health issues.

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?

- A. We, David Alan Walters and Delores Ledean Walters, would like to replace our old mobile home with a new manufactured home. Our old home is becoming a health risk for my wife and me. The old home is a 1975 home that has multiple issues including mold issues, structural deterioration, and energy efficiency problems.
- B. We would like to replace the home with a new energy efficient and aesthetically pleasing Clayton home. The cost and time of building a new home would be out of our comfort zone. The new home will not affect the area in any way. There are many homes in the area that are manufactured. We will be bringing value to the area by adding a new home.
- C. We are asking for special exception to expedite our process and get us a new home to live in that will not cause more health issues. We did not cause this to our home. It was due to the code in which our old home was built.



Prepared by:

L. Arthur Hewitt (MSB No. 02423)
Attorney at Law
2572 Old Bay Road
Biloxi, MS 39531
228.257.1096

Return to:

L. Arthur Hewitt (MSB No. 02423)
Attorney at Law
2572 Old Bay Road
Biloxi, MS 39531
228.257.1096

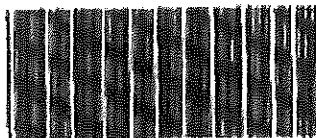
STATE OF MISSISSIPPI

COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash is hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Claude D. Walters and Louise C. Walters, 169 Stony Road, Natrona Heights, Pennsylvania 15065, 724.226.0077, do hereby sell, convey and warrant unto David Alan Walters and Delores Ledean Walters, 4824 Old Spanish Trail, Gautier, Mississippi 39553, 228.282.4493, as joint tenants with full rights of survivorship and not as tenants in common the following described property lying and being situate in Jackson County, Mississippi, and more particularly described as follows, to-wit:

A PARCEL IN CLAIM SECTION 33, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:



201207458 5 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE
\$22.50
#201207458 BK: 1674 PG: 578-582
05/08/2012 02:42 PM 5 PGS
PLITTON, DC Rpt0000250

Commencing at a point where the west line of said Claim Section 33 intersects the South margin of the right of way of the L & N Railroad Company's main line; thence South, 345 feet, to a point on the North margin of Old Highway 90; thence in an easterly direction following the north margin of Old U. S. Highway 90, 182 feet more or less and to a concrete marker on an old fence line; thence North 0 degrees 58 minutes East 262.7 feet and to the South margin of the right of way of the L & N Railroad; thence North 76 degrees, 45 minutes West, 180.7 feet along the south margin of the right of way of the L & N Railroad main line, and to the point of beginning.

Together with all improvements on said land, and appurtenances thereunto belonging.

The above-mentioned warranty and this conveyance are made subject to any and all valid and outstanding oil, gas and other mineral leases, exceptions, reservations and conveyances, and further subject to any and all zoning requirements, restrictions, covenants, and easements, now existing or in use.

Grantees acknowledge and agree that Grantors give no warranty as to the condition, appearance, or environmental quality of the above-described property.

Grantors and Grantees acknowledge and agree further that all municipal taxes and state and county ad valorem taxes for the year 2012 and all subsequent years shall be paid by Grantees.

WITNESS my signature on this, the 26 day of March, 2012.

Claude D. Walters
CLAUDE D. WALTERS

WITNESS my signature on this, the 26 day of March, 2012.

Louise C. Walters
LOUISE C. WALTERS

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Louise C. Walters, who acknowledged to me that she signed and delivered the above and foregoing Warranty Deed on the day and in the year therein set forth as her own free and voluntary act and deed.

Louise C. Walters
LOUISE C. WALTERS

GIVEN under my hand and official seal of office on this, the 26 day of March, 2012.

M. C. Zembrowski
NOTARY PUBLIC

My Commission Expires: FEB 23 2013

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marilyn Zembrowski, Notary Public
Hartoon Twp., Allegheny County
My Commission Expires Feb. 23, 2013
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Allegheny

PERSONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Claude D. Walters**, who acknowledged to me that he signed and delivered the above and foregoing Warranty Deed on the day and in the year therein set forth as his own free and voluntary act and deed.

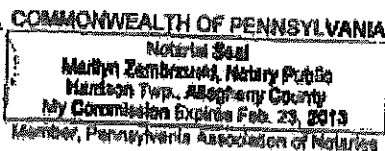
Claude D. Walters
CLAUDE D. WALTERS

GIVEN under my hand and official seal of office on this, the 26 day of March, 2012.

Marilyn Zembrowski
NOTARY PUBLIC
My Commission Expires FEB 23, 2013

Grantors:

Claude D. Walters and Louise C. Walters
169 Stony Road
Natrona Heights, PA 15065
724.226.0077



Grantees:

David Alan Walters and Delores Ladean Walters
4824 Old Spanish Trail
Gautier, MS 39553
228.282.4493

TITLE OPINION OR CERTIFICATE NOT REQUESTED

INDEXING INSTRUCTIONS: A PARCEL IN CLAIM SECT. 33, T7S, R7W, JACKSON COUNTY, MS.

Prepared by:

L. Arthur Hewitt (MSB No. 02423)

Attorney at Law

2572 Old Bay Road

Biloxi, MS 39531

228.257.1096

Exhibit Document

82433009.000 WALTERS DAVID ALAN &

PIDN: 82433009.000

GISP: 778.33-00-0008.00

Owner Information

Percent of Ownership: 100

Name: WALTERS DAVID ALAN &

Name 2: WALTERS DELORES LEDEAN

Mailing Address: 4824 OLD SPANISH TRAIL

GAUTIER MS

39553

Site Address: 4824 OLD SPANISH TRL GAUTIER

Land Information

Section: 33

Acreage: 1.27

Township: 7

Range: 7

Street Name OLD SPANISH
TRL

Value and Tax Information

Total Assessed Value: 2189

Total Appraised Value: 21891

Improvement Value: 10241

Land Value: 11650

Tax Amount: 0

SQ FT: 1440

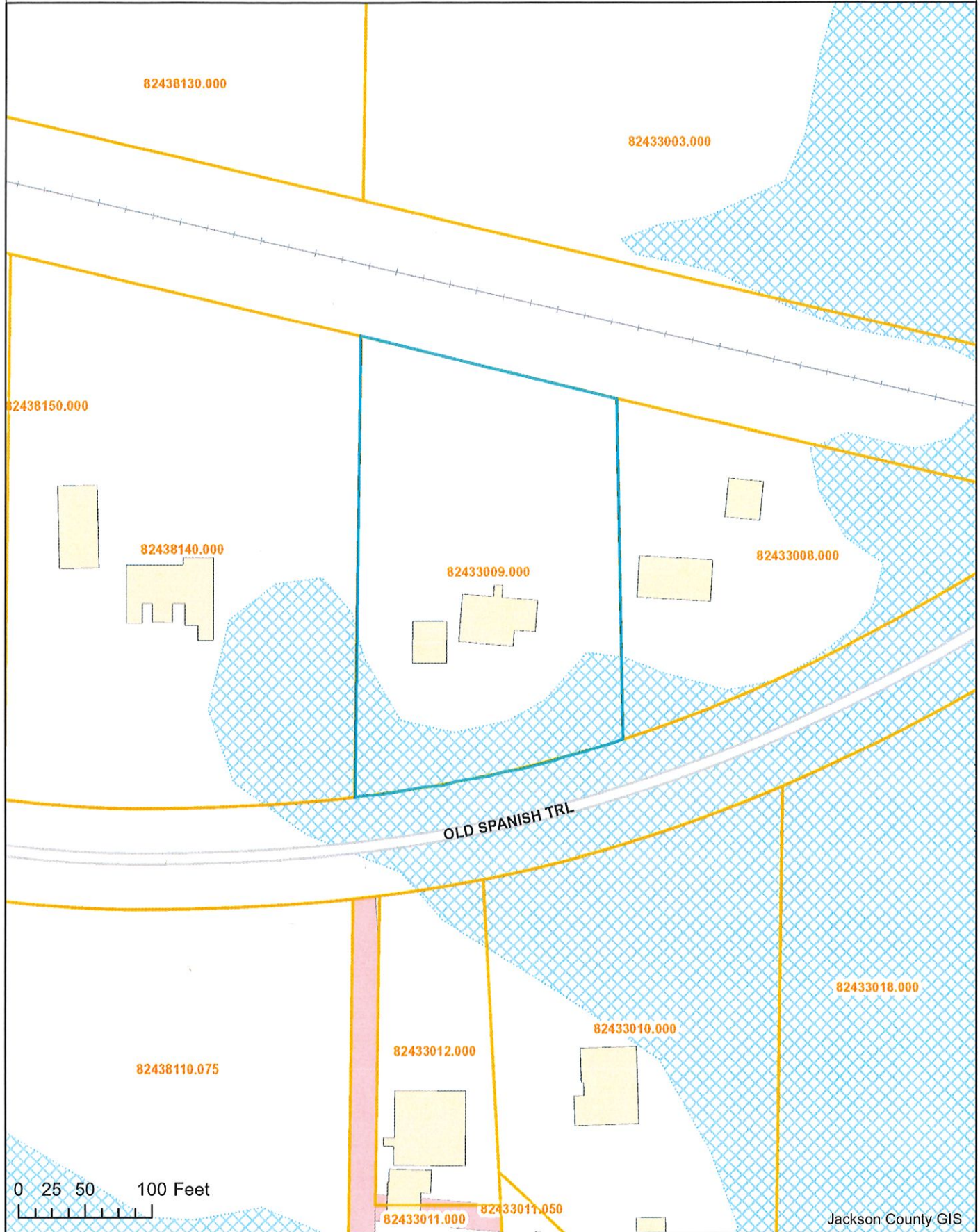
Year Built: 1975

Legal Description

Description: COM W/L CL SEC 33 S 345' TO N/M
OLD HWY 90 NELY ALG HWY 182' N 2
62.7' TO S/M R/R N 76°W 180.07'
TO POB (8 Map778.33) DB 1674-578
TRL# 74167T '75 24X60 SHILOH

Deed Book / Page: 1674 / 578

82433009.000 WALTERS DAVID ALAN &



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

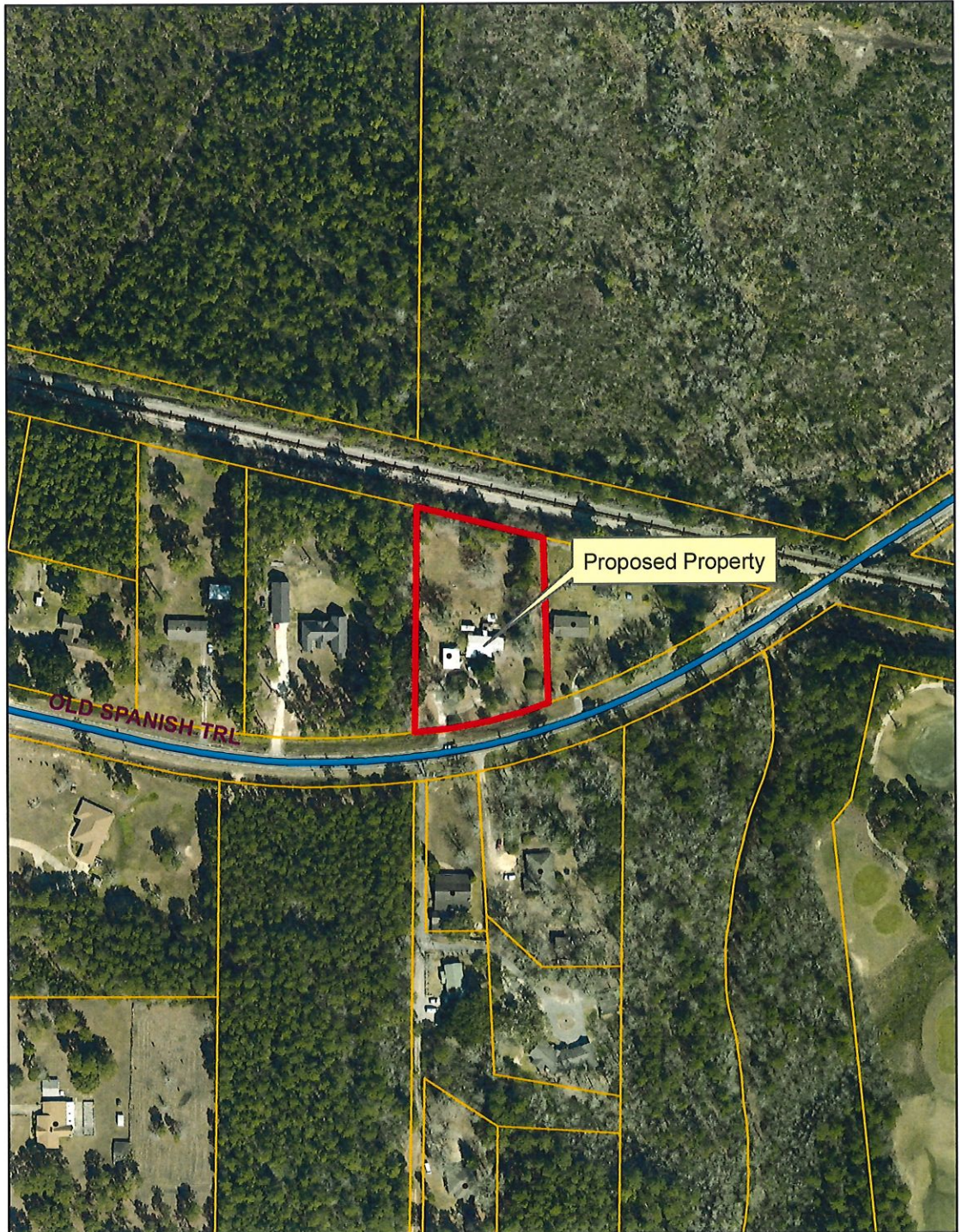


Exhibit B

Existing Zoning

■
 Prepared by:
 City of Gautier
 Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

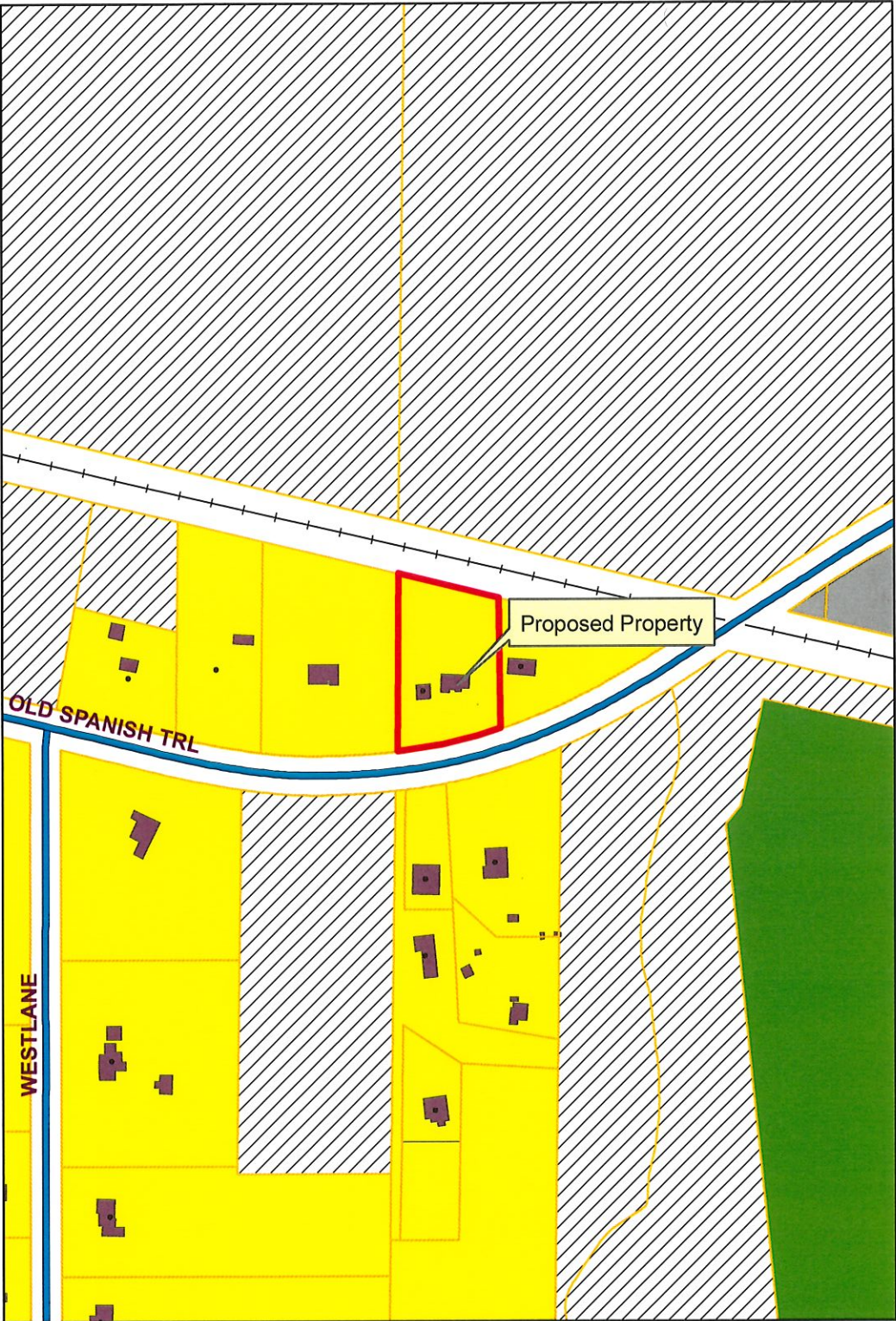


Exhibit D Future Land-Use

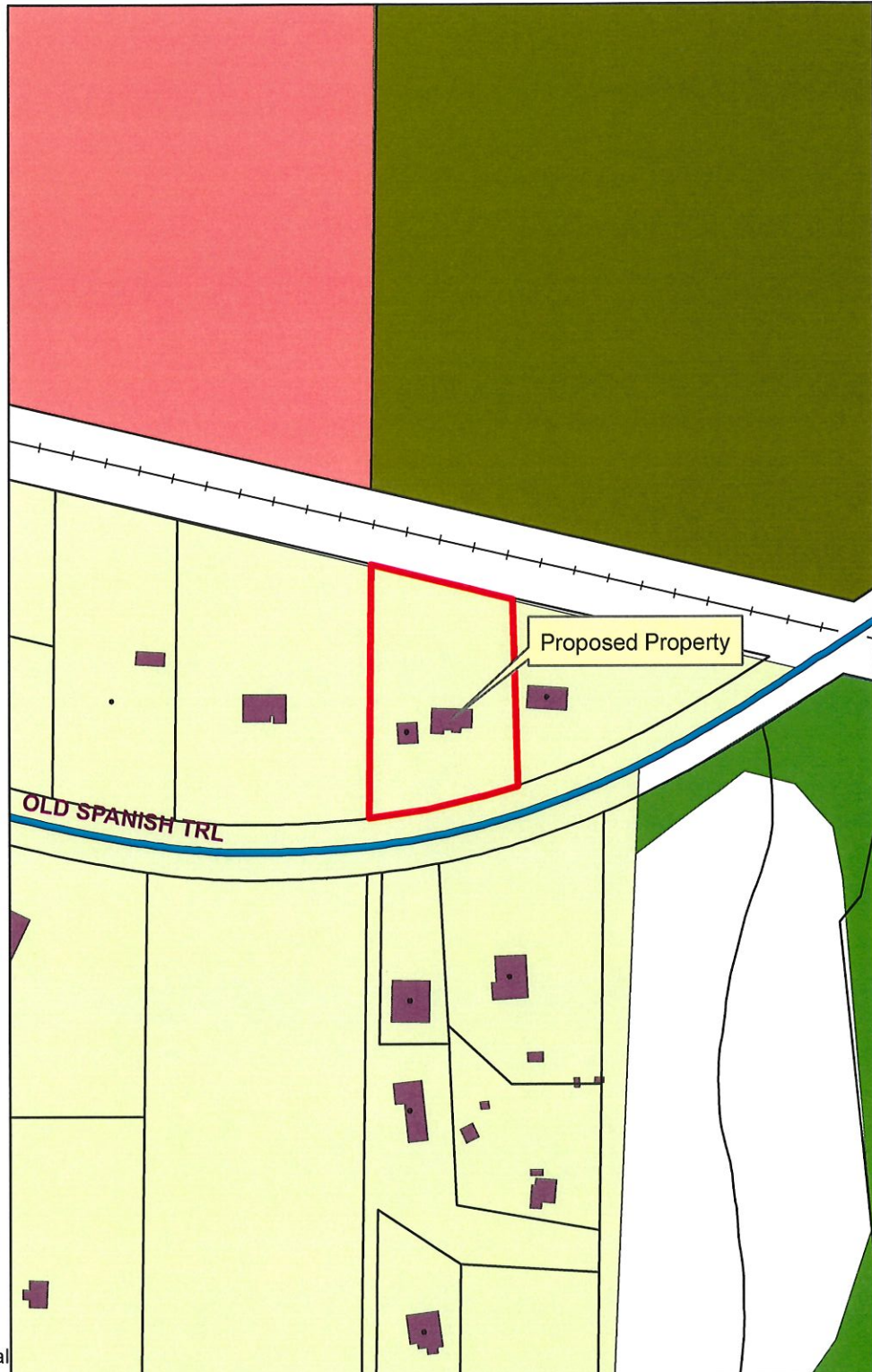
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:

November 15, 2022

Title:

Consideration for the Abatement at 1719 Laurel Glen, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 1719 Laurel Glen, Gautier, MS (Sera Luu) (PID #85700146.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, after proper notice, on or about November 15, 2022, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1719 Laurel Glen, Gautier, MS, PID #85700146.000; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the abandoned property located at 1719 Laurel Glen, Gautier, MS 39553, by bush hogging, mowing, cleaning and maintaining the overgrown property, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/09/2022
Subject: Consider Abatement of 1719 Laurel Glen, Gautier, MS (Sera Luu)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to bush hog and mow this property.

BACKGROUND:

This property is overgrown and has not been mowed since July 2022. There has been no water account associated with this property since August 2022. The grass in the yard is 2ft tall in various places and this yard is the only one in the neighborhood that has not been mowed. The owner, who lives in California, has stated that she has no money to maintain the property because of the damage caused by previous renters. The property is now listed for sale "as is". Half of the windows are broken and need to be boarded up. There is a broken and rusted basketball goal at the curb that needs to be removed. Two neighbors have filed complaints to request the property be mowed and maintained.

DISCUSSION:

All attempts to resolve this case without abatement have been made. The owner was notified via text message and two phone calls that this property would be abated if not mowed and maintained. A previously scheduled abatement in early September was postponed to allow more time to address the "care of premises" violations. The yard of this lot will soon reach the point that it will need to be bush hogged, and it is high enough now that it is difficult to see the "for sale" sign in the front yard. Mowing it now will be a significant enhancement to the safety and appearance of the neighborhood.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property mowed after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Pictures of Property and Postings
2. 2nd abatement sign posted
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter 1st letter
6. Abatement Hearing Notification Letter_2nd letter
7. Parcel information
8. Memorandum Public Hearing Proposal

CODE CASE DETAILED REPORT CODE-003353-2022 FOR CITY OF GAUTIER

Case Type: Code **Project:** **Opened Date:** 09/01/2022
Status: Active **District:** **Closed Date:** NOT CLOSED
Assigned To: Patrick Fagan **Description:** OG, T&D

Address: 1719 Laurel Glen Main

Note	Created By	Date and Time Created
1. pf. opening new case due to property being Overgrown and neighbor complaining about it again. The previous tenants have destroyed the inside of this house. The owner cannot pay to have it repaired. She has put the house up for sale. She gave me permission to go onto the property. I took one step inside the house and walked right back out. The house is a giant cat litter box and there is trash, food, flies, roaches, cat litter, cat urine and feces everywhere. The house has been ransacked and the appliances were destroyed and pulled out. They even pulled the toilet out and threw it into the yard.	Patrick Fagan	8/31/2022 10:23 am
2. pf. sera luu number 408 460 5226	Patrick Fagan	8/31/2022 10:26 am
3. pf. Abatement sign put in yard yesterday. abatement notice sent to owner in California.	Patrick Fagan	8/31/2022 10:26 am
4. pf. trash has been picked up by a volunteer who was tired of looking at it. 3 large cans have been put at street for wastepro to pick up.	Patrick Fagan	9/4/2022 12:17 pm
5. pf. grass never cut. abatement hearing set for Nov 15. notifications mailed to abatement address and homeowner address in CA	Patrick Fagan	10/25/2022 1:35 pm

PARCEL INFO



Parcels: LUU THOAMINH SERA

GISP	771.12-01-0331.00
FIRST_ROUT	0331
FIRST_SUFF	00
FIRST_SHAP	30,564.54
OID_	
ID	83,105.00
PIDN	85700146.000
MAPNO	773.12-12-000.00
GISP_1	771.12-01-0331.00
NAME	LUU THOAMINH SERA
NAME2	
ADDRESS	2445 GLEN FOX
CITY	SAN JOSE CA
ZIP	95148
LOCATION	1719 LAUREL GLEN RD GAUTIER
DESC1	COM NWC LT 5 JAMES MARTIN EST E

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

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



*City Clerk
Teresa L. Montgomery*

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

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on November 15, 2022**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

1719 Laurelglenn Rd

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

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
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Website: www.gautier-ms.gov*

September 25, 2022

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

TO: Sera Luu
2445 Glen Fox
San Jose, CA 95148
cc: 1719 Laurel Glen

Re: Notice of Public Hearing
1719 Laurel Glen

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1719 Laurel Glen, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **November 15, 2022 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
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*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*

October 24, 2022

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

TO: Sera Luu
2445 Glen Fox
San Jose, CA 95148
cc: 1719 Laurel Glen

Re: Notice of Public Hearing
1719 Laurel Glen

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1719 Laurel Glen, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **November 15, 2022 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan



 **CITY OF GAUTIER
CODE ENFORCEMENT
PUBLIC HEARING NOTICE**

PARCEL NO. 857081 AL 000
ADDRESS NO. 1719 LAUREL GLEN
HEARING ON NOVEMBER 15, 2022
AT 6:30 PM, CITY HALL
3330 HIGHWAY 90, GAUTIER, MS
ANY QUESTIONS, PLEASE CALL 228-497-1878

SECTION 15-14-1: THIS NOTICE IS TO ADVISE YOU THAT A HEARING WILL BE HELD FOR THIS PARCEL OF LAND THAT IS A SUBJECT OF AN ENFORCEMENT ACTION. AT THE HEARING, THE CITY OF GAUTIER WILL ADVISE YOU OF THE ACTION AND YOUR RIGHTS. YOU WILL HAVE AN OPPORTUNITY TO PRESENT YOUR CASE AND ANSWER THE CITY'S ALLEGATIONS. IF YOU DO NOT APPEAR AT THE HEARING, THE CITY OF GAUTIER WILL PROCEED WITH THE ACTION. THIS NOTICE IS POSTED ON THE PROPERTY AND AT CITY HALL AT LEAST 10 DAYS BEFORE THE HEARING IS HELD.

PHOTOS







**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director
From: Patrick Fagan, Code Enforcement
Date: October 26, 2022
Subject: Abatement of 1719 Laurelglenn Rd (mow, clean, & secure only)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to bush hog and mow this property.

BACKGROUND:

This property is overgrown and has not been mowed since July 2022. There has been no water account associated with this property since August 2022. The grass in the yard is 2ft tall in various places and this yard is the only one in the neighborhood that has not been mowed. The owner, who lives in California, has stated that she has no money to maintain the property because of the damage caused by previous renters. The property is now listed for sale "as is". Half of the windows are broken and need to be boarded up. There is a broken and rusted basketball goal at the curb that needs to be removed. Two neighbors have filed complaints to request the property be mowed and maintained.

DISCUSSION:

All attempts to resolve this case without abatement have been made. The owner was notified via text message and two phone calls that this property would be abated if not mowed and maintained. A previously scheduled abatement in early September was postponed to allow more time to address the "care of premises" violations. The yard of this lot will soon reach the point that it will need to be bush hogged, and it is high enough now that it is difficult to see the "for

sale” sign in the front yard. Mowing it now will be a significant enhancement to the safety and appearance of the neighborhood.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property mowed after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Second Abatement Sign Posted
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter 1 and 2
6. Parcel Information

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

Council Meeting:

November 15, 2022

Title:

**Consideration for the Abatement at 2417
Robertsdale Road, Gautier, MS**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

**Summary Explanation: Consideration for an Abatement at 2417 Robertsdale Road, Gautier, MS
(Eric Haugland) (PID #82423530.000)**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, after proper notice, on or about November 15, 2022, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2417 Robertsedale Road, Gautier, MS, PID #82423530.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2417 Robertsedale Road, Gautier, MS 39553, by cleaning and maintaining the overgrown property, as recommended by the Planning Department;

IT IS FURTHER ORDERED, that municipal employees or contractors are hereby authorized to remove the inoperable and vermin-infested vehicle, which has been abandoned from its intended use as a mode of transportation, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/09/2022
Subject: Consider Abatement of 2417 Robertsdale, Gautier, MS (Eric Haugland)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to bush hog and mow this property.

BACKGROUND:

Since 2019, this property has had 3 cases with the code enforcement office for litter, debris, overgrown grass, and inoperable vehicle. For each of those cases, it took action from the Gautier Municipal Court to resolve the violations. In early October 2022, the code enforcement office received new complaints from 3 residents on Robertsdale that a van on the property had garbage and food items in it and that flies and roaches could be seen swarming inside and outside the van. One of the complainants stated "the van was being used as garbage bin." A video, that showed the roaches and flies in the van was sent to the CE office anonymously. The CE office verified with the police department that the license plate on the van was invalid. It is believed the property owner put the invalid plate on the van to make the van appear operable and to help him mitigate his court case and to avoid traffic tickets. The owner had a previous ticket from the PD for driving the van with no license plate. Due to the history and continual complaints about this property, the owner was issued a summons to appear in court in October, but he did not appear. A warrant was subsequently issued for his arrest.

Two neighbors have filed complaints with the CE office to request the City mow, clean the yard, remove the inoperable van, and have the property treated for the roach and fly infestation.

DISCUSSION:

All attempts to resolve this case without abatement have been made. The owner was notified of this abatement by a sign posted on the property and by 2 letters mailed to his address. The owner has not contacted the CE office despite our multiple attempts and court action to resolve the multiple code violations that are causing residents on Robertsdale health and safety concerns. Property taxes are two years delinquent. Although he has made an attempt to clean the yard of the garbage, there are still small pieces of litter around the yard and the inoperable van. The yard continues to be overgrown. An invalid license plate still exists on the van. On October 28, 2022, another resident on Robertsdale Rd. called the CE office to complain about the yard, the van, the roaches and flies, and to request the abatement of this property. This complainant also requested the removal of the van be a part of the abatement.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, have the yard mowed, cleaned, and exterminated for pests, and to take the appropriate measures to bring any vehicles on this property into compliance with the UDO after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Code Case History
2. Parcel & Tax Information
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter

5. Pictures of Property & Posting
6. Memorandum Public Hearing Proposal

CODE CASE DETAILED REPORT CODE-000663-2019 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	05/03/2019
Status:	Resolved	District:		Closed Date:	08/22/2019
Assigned To:	CODE ENFORCEMENT	Description:	OVERGROWN		
Parcel:	82423530.000	Main	Address:	2417 Robertsdale Rd Gautier, MS 39553	Main
			Zone:	R-1 (Residential - Single Family)	

Note	Created By	Date and Time Created
1. I sent a notice to the owner about the overgrown property .	CODE ENFORCEMENT	5/3/2019 10:07 am
2. I sent a FINAL NOTICE to the location .	CODE ENFORCEMENT	5/16/2019 11:29 am
3. I signed an affidavit for Mr. Roley	CODE ENFORCEMENT	5/30/2019 3:13 pm
4. Mr Roley pled not guilty and court is 8/12/19 at 3:00	CODE ENFORCEMENT	7/1/2019 4:49 pm
5. The property is still overgrown .	CODE ENFORCEMENT	7/29/2019 2:05 pm
6. The property is still overgrown	CODE ENFORCEMENT	8/1/2019 2:27 pm
7. The property is still overgrown . Mr. Roley's charges were dismissed do to affidavit mistake. I have talked to the realtor in charge of this foreclosure about the issue with the overgrown property and she will get in touch with mortgage company .	CODE ENFORCEMENT	8/21/2019 1:52 pm
8. The property has been mowed .	CODE ENFORCEMENT	8/22/2019 3:12 pm

CODE CASE DETAILED REPORT CODE-001729-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	08/04/2021
Status:	Resolved	District:		Closed Date:	08/18/2021
Assigned To:	Patrick Fagan	Description:	overgrown, clutter, debris		

Address:	2417 Robertsdale	Main
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Note	Created By	Date and Time Created
1. PF. sent letter for overgrown, clutter/debris. Water Dept has this info but no phone number or if it is a rental: Eric Haugland. ss 560 96 4489	Patrick Fagan	8/4/2021 5:05 pm
2. PF. no improvement. and there is a vehicle parked there now with no tag. requesting affidavit.	Patrick Fagan	8/10/2021 2:26 pm
3. PF. Eric Hagueland phone number is 702-945-4215. He got the summons.	Patrick Fagan	8/17/2021 9:34 am
4. PF. Eric got summons and then clean up and cut the grass. requested court case be passed to the files for 6 months. case closed.	Patrick Fagan	8/18/2021 1:58 pm

CODE CASE DETAILED REPORT CODE-003665-2022 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	10/25/2022
Status:	Resolved	District:		Closed Date:	10/25/2022
Assigned To:	Patrick Fagan	Description:	litter/debris/IV improper tag		

Address:	2417 Robertsdale	Main
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Note	Created By	Date and Time Created
1. pf. Hagueland was not in court. The van in his property was gone on court day. The property had been mostly cleaned up. The case is in limbo because a summons was issued to Hagueland.	Patrick Fagan	10/25/2022 10:42 am
2. PF. closing the case because the property is clean up and the van is gone. If the PD ever picks him up, I will get summonsed to court.	Patrick Fagan	10/25/2022 10:43 am

CODE CASE DETAILED REPORT CODE-003718-2022 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	11/02/2022
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	abatement		
		Address:	2417 Robertsdale	Main	
Note			Created By	Date and Time Created	
1. pf. owner did not show up for cout. abating property due to history of violations and constant complaints from residents.			Patrick Fagan	11/2/2022 10:24 am	



PARCEL 82423530.000

ADDRESS 2417 ROBERTSDALE

TAX INFORMATION

YEAR 2021	TAX DUE PAID		BALANCE
COUNTY	633.48	633.48	0.00
CITY	540.90	540.90	0.00
SCHOOL	634.36	634.36	0.00
PENALTY & OTHER	512.30	512.30	0.00
TOTAL	2321.04	2321.04	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 8 / 29 / 2022

MISCELLANEOUS INFORMATION

EXEMPT CODE		LEGAL	COM NE COR NE 1/4 SE 1/4 S 350'
HOMESTEAD CODE	None		TO
TAX DISTRICT	3840		S/M ROBERTSDALE RD & POB W 58
PPIN	065078		.6
SECTION	23		' S 128' TO N BANK OF CANAL E
TOWNSHIP	7		10
RANGE	7		0' N 128' TO S/M RD W 41.4' TO
			P

Book

Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2021	MS TL LLC	10/26/2022 DAVID PALMER
2020	TLGFY LLC	10/26/2022 DAVID PALMER

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

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PUBLIC NOTICE

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2417 ROBERTSDALE

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

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*City of Gautier
Gautier, Mississippi*

*City Manager
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Website: www.gautier-ms.gov*

November 1, 2022

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

TO: Eric Haugland
2417 Robertsdale
Gautier, MS 39553

Re: Notice of Public Hearing
2417 Robertsdale

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **2417 Robertsdale, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **November 15, 2022 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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Sincerely,

Patrick Fagan

Hard to see but the black spots are flies on the glass INSIDE the van.

2417 robertsdale







**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director

From: Patrick Fagan, Code Enforcement

Date: November 2, 2022

Subject: Abatement of 2417 Robertsdale (mow & clean yard, remove or clean van, spray for roaches and flies)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to bush hog and mow this property.

BACKGROUND:

Since 2019, this property has had 3 cases with the code enforcement office for litter, debris, overgrown grass, and inoperable vehicle. For each of those cases, it took action from the Gautier Municipal Court to resolve the violations. In early October 2022, the code enforcement office received new complaints from 3 residents on Robertsdale that a van on the property had garbage and food items in it and that flies and roaches could be seen swarming inside and outside the van. One of the complainants stated "the van was being used as garbage bin." A video, that showed the roaches and flies in the van was sent to the CE office anonymously. The CE office verified with the police department that the license plate on the van was invalid. It is believed the property owner put the invalid plate on the van to make the van appear operable and to help him mitigate his court case and to avoid traffic tickets. The owner had a previous ticket from the PD for driving the van with no license plate. Due to the history and continual complaints about this property, the owner was issued a summons to appear in court in October, but he did not appear. A warrant was subsequently issued for his arrest.

Two neighbors have filed complaints with the CE office to request the City mow, clean the yard, remove the inoperable van, and have the property treated for the roach and fly infestation.

DISCUSSION:

All attempts to resolve this case without abatement have been made. The owner was notified of this abatement by a sign posted on the property and by 2 letters mailed to his address. The owner has not contacted the CE office despite our multiple attempts and court action to resolve the multiple code violations that are causing residents on Robertsdale health and safety concerns. Property taxes are two years delinquent. Although he has made an attempt to clean the yard of the garbage, there are still small pieces of litter around the yard and the inoperable van. The yard continues to be overgrown. An invalid license plate still exists on the van. On October 28, 2022, another resident on Robertsdale Rd. called the CE office to complain about the yard, the van, the roaches and flies, and to request the abatement of this property. This complainant also requested the removal of the van be a part of the abatement.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, have the yard mowed, cleaned, and exterminated for pests, and to take the appropriate measures to bring any vehicles on this property into compliance with the UDO after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

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

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

Council Meeting:

November 15, 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 15, 2022.

Docket of Claims
Release date from 11/15/2022 thru 11/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	230319	11/15/2022	10/31/2022			4,480.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63127842	10/24/2022			96.41
	001-100-525	UNL&DSL FUEL		NP63127842	10/24/2022			3,215.81
	001-161-525	UNL&DSL FUEL		NP63127842	10/24/2022			939.06
	001-170-525	UNL FUEL		NP63127842	10/24/2022			229.40
001	SPARKLIGHT	230321	11/15/2022	10/31/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	NOV 2022:GARAGE	134679919	10202022	10/20/2022			127.95
001	SINGING RIVER ELECTRIC COOPERATIVE	230323	11/15/2022	10/31/2022			287.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	MARTIN BLUFF FD 58380001		10172022	10/25/2022			223.45
	001-201-629	SIGNAL LIGHTS 17546		10172022	10/25/2022			33.28
	001-092-631	CITY LIMIT SIGN 17546		10172022	10/25/2022			30.66
001	BORDIS & DANOS PLLC	230339	11/15/2022	11/02/2022			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	NOV 2022 RETAINER		110	11/01/2022			11,250.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	230340	11/15/2022	11/02/2022			352.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2022 ACCT 6006920		202210-1	11/01/2022			352.80
001	ACE DATA STORAGE INC	230341	11/15/2022	11/02/2022			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2022 SHREDDING SERVICE		87707	11/01/2022			105.00
001	SINGING RIVER ELECTRIC COOPERATIVE	230342	11/15/2022	11/02/2022			157.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		10182022	10/26/2022			104.31
	001-170-631	FITNESS TRAIL 109268001		10182022	10/26/2022			27.82
	001-170-631	ROUNDAABOUT 102311004		10182022	10/26/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	230343	11/15/2022	11/02/2022			812.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		10182022	10/26/2022			33.88
	001-201-633	DOLPHIN ST 94988002		10182022	10/26/2022			52.04
	001-201-633	DOLPHIN ST 94989002		10182022	10/26/2022			67.59
	001-201-633	DOLPHIN ST 94990002		10182022	10/26/2022			595.80
	001-201-633	WM PAYNE 100245001		10182022	10/26/2022			63.45
001	SINGING RIVER ELECTRIC COOPERATIVE	230344	11/15/2022	11/02/2022			1,199.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		10192022	10/27/2022			241.77
	001-170-631	BACOT LIGHTS 10137		10192022	10/27/2022			766.18
	001-201-629	SIGNAL LIGHTS 10138		10192022	10/27/2022			120.54
	001-170-631	BACOT SPLASHPAD 103751001		10192022	10/27/2022			26.32
	001-170-631	BACOT UPGRADES 113730001		10192022	10/27/2022			44.78

Docket of Claims
Release date from 11/15/2022 thru 11/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	230345	11/15/2022	11/02/2022			33.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT 114484001		10192022	10/27/2022			33.08
001	SINGING RIVER ELECTRIC COOPERATIVE	230346	11/15/2022	11/02/2022			2,596.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		10182022	10/26/2022			1,816.27
	001-201-629	SIGNAL LIGHTS 89113001		10182022	10/26/2022			59.61
	001-170-631	CITY PARK RESTRMS 89912001		10182022	10/26/2022			358.34
	001-201-633	STREET LIGHTS 90345002		10182022	10/26/2022			156.59
	001-092-631	RECORDS BLDG 90790001		10182022	10/26/2022			142.26
	001-170-631	FRAZIER RESTRMS 98546001		10182022	10/26/2022			63.24
001	FUELMAN	230351	11/15/2022	11/02/2022			4,226.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63150175	10/31/2022			215.83
	001-100-525	UNL&DSL FUEL		NP63150175	10/31/2022			2,958.52
	001-161-525	UNL&DSL FUEL		NP63150175	10/31/2022			687.55
	001-170-525	UNL&DSL FUEL		NP63150175	10/31/2022			322.56
	001-205-525	UNL FUEL		NP63150175	10/31/2022			42.02
001	RELX INC DBA LEXISNEXIS	230353	11/15/2022	11/03/2022			123.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	OCT 2022 4254VNBSY		3094163121	10/31/2022			123.60
001	C SPIRE WIRELESS	230354	11/15/2022	11/03/2022			540.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-16	10/01/2022			270.00
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-17	11/01/2022			270.00
001	BELL AUTO PARTS INC	230358	11/15/2022	11/04/2022			66.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	BRAKE SWITCH; QD ELECT CLNR		D059463	10/27/2022			22.81
	001-170-639	WD40 (4)		D059463	10/27/2022			43.80
001	CINTAS CORPORATION NO 2	230359	11/15/2022	11/07/2022			787.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	SEP 08 2022 MAINT		4130676744	09/08/2022			90.25
	001-205-535	SEP 14 2022 MAINT		4131310838	09/14/2022			90.25
	001-205-535	SEP 21 2022 MAINT		4131979981	09/21/2022			90.25
	001-205-535	SEP 28 2022 MAINT		4132666466	09/28/2022			90.25
	001-205-535	OCT 05 2022 MAINT		4133360619	10/05/2022			90.25
	001-205-535	OCT 12 2022 MAINT		4134047417	10/12/2022			118.62
	001-205-535	OCT 19 2022 MAINT		4134745803	10/19/2022			108.70
	001-205-535	OCT 26 2022 MAINT		4135436570	10/26/2022			108.70
001	LOWES HOME CENTERS INC	230360	11/15/2022	11/07/2022			1,499.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	4CT ENERGC BATTERY(2): SCBA		901674	09/25/2022			17.06
	001-170-635	50 AMP 125V ST PLUG		902877	09/27/2022			15.44

Docket of Claims
Release date from 11/15/2022 thru 11/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	230360	11/15/2022	11/07/2022			1,499.47	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	N-MB CABLE 32': FRASIER		902080	09/28/2022			189.76
	001-170-635	INST PWR CABLE: FRASIER		902080	09/28/2022			13.60
	001-170-559	SCHLAGE BRASS KEY (2)		902067	09/28/2022			6.22
	001-170-510	4CT CLOROX BOWL CLNR (2)		902067	09/28/2022			25.24
	001-170-512	NK CONTRACTOR 100' HOSE		919390	09/28/2022			75.99
	001-170-559	TINTED 4PK SAFETY GLASSES		901496	09/28/2022			20.41
	001-170-577	RTN CR: 30AMP CIRC BKR		917542	09/29/2022			-13.82
	001-170-512	CAUTION TAPE;ZIPTIES: CRUISIN		902177	09/29/2022			52.20
	001-201-576	QK CEMENT(3): RNDABOUT PAVERS		901892	09/29/2022			51.99
	001-090-559	10' RATCHETX 2CT GREEN		901826	09/29/2022			17.09
	001-170-639	30AMP CIRC BKR: BACOT GRDRPUMP		902204	09/29/2022			16.14
	001-170-639	HARDWARE: BACOT GRINDER PUMP		901880	09/29/2022			63.43
	001-170-639	POWER SUPPLY: BACOT GRDR PUMP		902158	09/29/2022			173.94
	001-170-635	TOILET SEAT(2): GM PARK RRMS		902337	09/30/2022			56.96
	001-201-576	QK CONCRETE(8): RNDABOUT PVRS		901033	09/30/2022			37.84
	001-170-635	STD WAX RING: GM PARK RRMS		901692	10/03/2022			6.64
	001-170-639	PVC PARTS: BACOT GRNDR PUMP		901855	10/03/2022			28.56
	001-205-635	PLYS BOARD INSULATION (4)		901066	10/04/2022			41.72
	001-170-634	TRK LIGHTING TIMER: GM PARK		901885	10/06/2022			146.74
	001-170-634	GE HAL 60W BULBS: GM PARK		901885	10/06/2022			20.88
	001-170-577	REPR PARTS: BACOT SPRINKLERS		902516	10/10/2022			32.13
	001-170-635	APOC 264 ROOF FLSHG: FRASIER		902628	10/11/2022			33.24
	001-170-634	ADA BRAILLE SIGNS(2): BACOT		902655	10/11/2022			22.76
	001-170-634	1G COVER (4);MNTG TAPE: BACOT		902655	10/11/2022			25.56
	001-205-559	DW 10AMP RECIPROCATING SAW		902759	10/12/2022			113.05
	001-170-513	18PK COMMAND MINI UTY HOOKS		901656	10/12/2022			18.96
	001-161-635	KOHLER MAXTON SHOWERHEAD		902900	10/20/2022			30.39
	001-161-635	PAINTING SUPPLIES: STN MAINT		901615	10/21/2022			39.45
	001-161-559	8CT RAYOVAC C BATTERY (3)		901615	10/21/2022			39.84
	001-090-559	RB SWING DOOR GUARD: PLANNING		901675	10/24/2022			7.11
	001-170-634	1G ELEC BOX COVER: BACOT		901488	10/24/2022			10.34
	001-170-577	ORTHENE 12OZ FIRE ANT (4)		901488	10/24/2022			53.12
	001-161-559	3/4" BRASS HOSE BIBB: WFD		901382	10/24/2022			9.49
001	O'REILLY AUTO PARTS	230369	11/15/2022	11/08/2022			2,482.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	SUNSHADE: CEO FAGAN		1978264029	09/29/2022			25.99
	001-100-570	TERM PROT(2),BATT CLNR,PROTECT		1978264030	09/29/2022			21.96
	001-100-570	THERMOSTAT,GASKET: #14402		1978264144	09/30/2022			18.06
	001-100-570	ROTORS,PADS,SILICON: #12405		1978264684	10/04/2022			124.98
	001-100-570	ETHANOL TREATMENT: POLARIS		1978264903	10/05/2022			14.99
	001-100-570	HTR HOSE(2);BRK PAD: #12411		1978265117	10/07/2022			158.42
	001-161-639	WATER PUMP: SFD GENERATOR		1978265118	10/07/2022			156.99
	001-100-570	RTN CR: DOOR LOCK ACT (ACO)		1978265509	10/10/2022			-80.94
	001-100-570	ENG MOUNT(4): #19689,#16223		1978265511	10/10/2022			172.16
	001-100-570	BRK PADS; ROTOR (2): #13408		1978265513	10/10/2022			134.99
	001-100-570	THREMOSTAT: #19689		1978265514	10/10/2022			12.10
	001-170-638	BATTERY: POLARIS		1978265589	10/11/2022			47.74
	001-100-570	AIR FILTER(4);MV BELT: SPARES		1978265615	10/11/2022			104.43
	001-100-570	CABIN FILTER (2): SPARES		1978265615	10/11/2022			35.08
	001-100-570	AIR FILTER (2);SPRK TESTER		1978265649	10/11/2022			36.23

Docket of Claims
Release date from 11/15/2022 thru 11/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	230369	11/15/2022	11/08/2022			2,482.72	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	WIPER BLADES (5): EXPLORERS	1978265723	10/12/2022			89.54	
	001-100-570	OIL DRAIN PLUG: #10185	1978265771	10/12/2022			5.61	
	001-100-570	IDLER PULLEY (2): CHARGERS	1978265820	10/13/2022			48.56	
	001-100-570	PULLEY; OIL DRAIN PLUG	1978265820	10/13/2022			26.76	
	001-100-570	THERMOSTAT;WATER PUMP: #12406	1978265852	10/13/2022			107.34	
	001-161-638	STARTING FLD: #17131	1978265910	10/14/2022			8.49	
	001-100-570	MICRO-V BELT: HILL #62	1978265911	10/14/2022			28.89	
	001-100-570	RTN CR: WATER PUMP #12406	1978265946	10/14/2022			-95.24	
	001-100-570	BATTERY;TERM PROTECT: #14435	1978266236	10/17/2022			159.51	
	001-161-638	FUEL SOLENOID: #17131	1978266256	10/17/2022			135.41	
	001-161-638	AC SEAL KIT; FREON(2): #17131	1978266311	10/18/2022			35.69	
	001-092-635	THREAD KIT: REPR CH BACKDOOR	1978266338	10/18/2022			32.99	
	001-161-638	AC PRESSURE SWITCH: #17131	1978266341	10/18/2022			14.50	
	001-100-570	ABS SENSOR (2): CID JEEP	1978266422	10/19/2022			66.84	
	001-100-570	RADIATOR: #19687	1978266518	10/20/2022			161.94	
	001-100-570	COOLANT HOSE: #19687	1978266534	10/20/2022			10.64	
	001-161-559	DIESEL EXHAUST FLUID	1978266894	10/23/2022			16.99	
	001-161-638	SEALING WSHRS;ANTIFRZ: ENG 4	1978267065	10/25/2022			75.20	
	001-100-570	WIPER BLADES (4): #17120	1978267324	10/27/2022			31.96	
	001-100-570	FREON; LEAK SEAL: #12458	1978267324	10/27/2022			32.98	
	001-100-570	TMG CVR GSK;ENG MNT(2):#16223	1978267324	10/27/2022			129.17	
	001-100-570	ULTRA STAT;RR MAIN ST: #16223	1978267398	10/28/2022			51.54	
	001-100-570	RTN CR: THERMOSTAT	1978267398	10/28/2022			-12.10	
	001-100-570	HEAD GASKET: #16223	1978267398	10/28/2022			149.39	
	001-100-570	HEAD BOLT;TMG CHN KIT: #16223	1978267398	10/28/2022			186.94	
001	AUTO TRUCK AND TRAILER PARTS INC	230370	11/15/2022	11/08/2022			767.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	67060 FILTER (12): CHARGERS	301274	10/07/2022			31.80	
	001-100-570	FL500S FILTER (12): EXPLORERS	301274	10/07/2022			76.44	
	001-170-639	BATTERY ENDS (10): REC	301526	10/19/2022			18.50	
	001-170-639	2' STRAP: REC	301273	10/07/2022			13.95	
	001-161-638	FUEL PUMP: ENG 4	301605	10/21/2022			250.00	
	001-161-638	TURN SIGNAL SWITCH: ENG 1	301652	10/24/2022			322.00	
	001-170-639	TRAILER PART: REC	301658	10/24/2022			55.00	
001	ADRIANNE CRAWFORD RHOADS	230371	11/15/2022	11/08/2022			200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-602	PUBLIC DEFENDER: CASE 213093	10312022	11/04/2022			200.00	
001	BRIAN K ANSEMAN	230372	11/15/2022	11/08/2022			200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM ADV: FIRE INSP	11242022	10/17/2022			200.00	
001	MICAH HANCOCK	230373	11/15/2022	11/08/2022			200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM ADV: HAZMAT TECH I	12052022	10/17/2022			200.00	

Docket of Claims
Release date from 11/15/2022 thru 11/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JAKE A HOLLAND	230374	11/15/2022	11/08/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: HAZMAT TECH I		12052022	10/17/2022			200.00
001	DIRECTV LLC	230375	11/15/2022	11/08/2022			168.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (DEC)		X221114	11/14/2022			168.00
001	CREDIT CARD CENTER	230376	11/15/2022	11/08/2022			936.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	HOTEL-SM TOWN CONF: ANDERSON		10122022	10/14/2022			192.00
	001-001-681	HOTEL-SM TOWN CONF: COLLEDGE		10122022	10/14/2022			192.00
	001-001-681	HOTEL-SM TOWN CONG: GOLLOTT		10122022	10/14/2022			192.00
	001-090-682	2023 ASFPD DUES: FRANKLIN		10252022	10/25/2022			175.00
	001-090-681	US CFM CERTI/EXAM: FRANKLIN		10262022	10/26/2022			185.00
001	CARDMEMBER SERVICES	230377	11/15/2022	11/08/2022			3,560.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	CANINE INS: HANK		10052022	10/06/2022			596.55
	001-094-704	ANNUAL: ADOBE CREATIVE CLOUD		10052022	10/06/2022			599.88
	001-100-681	ACT TEST: HOLLINGSWORTH		10072022	10/11/2022			151.00
	001-040-559	ASSET-INVENTORY STICKER (500)		10072022	10/11/2022			278.90
	001-100-559	CANDY: TRUNK OR TREAT		10172022	10/18/2022			284.92
	001-100-559	SAMSUNG 43" TU690T 4K UHD		10182022	10/19/2022			289.99
	001-100-559	SAMSUNG 55" TU7000F 4K UHD		10182022	10/19/2022			399.99
	001-100-559	SAMSUNG 55" TU7000F 4K UHD		10182022	10/19/2022			399.99
	001-170-513	CANDY: HALLOWEEN-B&G CLUB		10272022	10/28/2022			52.95
	001-205-639	INST TWIST LOCK ON LIFTS (2)		10282022	10/31/2022			396.24
	001-092-698	SAMS MEMBERSHIP FEE		10312022	11/02/2022			110.00
001	SPORTSCONDUCTOR LLC DBA JARVIS	230379	11/15/2022	11/08/2022			387.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2022 FOOTBALL (65)		5586	09/01/2022			256.75
	001-170-502	2022 CHEER (33)		5586	09/01/2022			130.35
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	230384	11/15/2022	11/08/2022			1,666.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	SEP 2022 CLUB SUPPORT		09302022	11/01/2022			833.33
	001-170-642	OCT 2022 CLUB SUPPORT		10312022	11/01/2022			833.33
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	230388	11/15/2022	11/08/2022			550.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	2022 SPONSORSHIP: MENTOR		11152022	11/04/2022			550.00
001	JACKSON COUNTY ADULT DETENTION CENTER	230393	11/15/2022	11/08/2022			14,070.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	OCT 2022 ADC CHGS		10312022	11/04/2022			14,070.00

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001	46 ENTERTAINMENT INC	230395	11/15/2022	11/08/2022			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1560	11/05/2022			6,500.00
001	M & E FEED & SEED	230396	11/15/2022	11/08/2022			209.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		5639	08/12/2022			69.99
	001-100-514	DOG FOOD (2)		5646	09/14/2022			139.98
001	TEC	230397	11/15/2022	11/08/2022			141.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1059295	11/01/2022			141.20
001	CENTERPOINT ENERGY	230398	11/15/2022	11/08/2022			94.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE: 9/26-10/25/22		11000885-1	10/31/2022			47.83
	001-161-630	SOUTH FIRE: 9/26-10/25/22		11000999-0	10/31/2022			46.71
001	SPARKLIGHT	230405	11/15/2022	11/08/2022			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	NOV 2022: #107571481		11012022	10/25/2022			149.20
001	SPARKLIGHT	230406	11/15/2022	11/08/2022			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	NOV 2022: SR BLDG #120793682		11012022	10/25/2022			96.73
001	SUNBELT FIRE INC	230415	11/15/2022	11/09/2022			779.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BCSWT-0257 SWT PRESSURE		130482	10/26/2022			202.00
	001-161-638	BCN02789 O-RING		130482	10/26/2022			5.00
	001-161-638	SERV CALL-LABOR: COMPRESSOR		130482	10/26/2022			572.50
001	SHERRY FARABEE	230416	11/15/2022	11/09/2022			42.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	PER DIEM REIMB: CMC SESSION		10282022	10/31/2022			42.98
001	JOE M FRANKLIN	230417	11/15/2022	11/09/2022			66.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-681	PER DIEM REIM: NFIP TRNG		10272022	11/01/2022			66.86
001	GAUTIER FAMILY CLINIC LLC	230418	11/15/2022	11/09/2022			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: ELROD,J		11042022	11/04/2022			100.00
	001-100-604	PRE-EMP DRUG SCRIN: ELROD,J		11042022	11/04/2022			20.00
001	PIERRE COLLINS	230419	11/15/2022	11/09/2022			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 11/01/2022		11012022	11/08/2022			70.00
	001-170-502	REFEREE 11/08/2022		11082022	11/08/2022			70.00

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001	DAVID WASHINGTON	230420	11/15/2022	11/09/2022			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFeree 11/01/2022		11012022	11/08/2022		70.00	
	001-170-502	REFeree 11/08/2022		11082022	11/08/2022		70.00	
001	COREY CROCKETT	230421	11/15/2022	11/09/2022			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFeree 11/01/2022		11012022	11/08/2022		70.00	
001	KEITH ELIJAH SMITH	230422	11/15/2022	11/09/2022			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFeree 11/01/2022		11012022	11/08/2022		70.00	
	001-170-502	REFeree 11/08/2022		11082022	11/08/2022		70.00	
001	FUELMAN	230423	11/15/2022	11/09/2022			4,119.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP63229834	11/07/2022		2,973.78	
	001-161-525	UNL & DSL FUEL		NP63229834	11/07/2022		751.09	
	001-170-525	UNL FUEL		NP63229834	11/07/2022		208.39	
	001-205-525	UNL & DSL FUEL		NP63229834	11/07/2022		186.33	
001	SOUTHERN TIRE MART LLC DEPT 143	230425	11/15/2022	11/09/2022			526.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	225/70R19.5/14 M729: COMMAND		2500113589	11/09/2022		369.05	
	001-161-638	SVC CALL/FEES/LABOR: COMMAND		2500113589	11/09/2022		157.00	
001	PASCAGOULA TIRE & SERVICE INC	230427	11/15/2022	11/09/2022			139.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	TIRE SENSOR: 2010 CRWN VIC		107402	10/31/2022		139.98	
001	ADVANCE AUTO PARTS	230428	11/15/2022	11/09/2022			37.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	CAR WASH N WAX (3); MAX WASH		228744665	10/14/2022		30.78	
	001-161-559	TOGGLE SWITCH		229761458	10/24/2022		6.55	
001	SINGING RIVER PAINT & BODY	230429	11/15/2022	11/09/2022			9,406.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR 2017 CHARGER V# 29685		629685	11/01/2022		9,406.88	
001	MS DEPT OF FINANCE & ADMIN	230433	11/15/2022	11/09/2022			21,505.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2022 COURT ASSESSMENTS		10312022	11/01/2022		21,505.00	
001	MS DEPT OF PUBLIC SAFETY	230434	11/15/2022	11/09/2022			1,419.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2022 SPECIAL ASSESSMENTS		10312022	11/01/2022		1,419.00	

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001	MS DEPT OF PUBLIC SAFETY	230435	11/15/2022	11/09/2022			82.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2022 INTERLOCK FEES		10312022	11/01/2022			82.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	230436	11/15/2022	11/09/2022			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	OCT 2022 STATE ASSESSMENT		10312022	10/31/2022			50.00
001	GALLS LLC	230437	11/15/2022	11/09/2022			306.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	HG B270 BADGE: DEPUTY CHIEF		022532277	10/28/2022	221261		126.72
	001-100-559	MISSISSIPPI SEAL (2)		022532277	10/28/2022	221261		10.22
	001-100-559	HG B879 SHIELD W/EAGLE BADGE		022532277	10/28/2022	221261		146.96
	001-100-559	SHIPPING		022532277	10/28/2022	221261		22.99
001	REYNOLDS WHOLESAL CO	230438	11/15/2022	11/09/2022			2,674.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	TISSUE 96/CS (4)		73214	10/31/2022	230121		187.00
	001-092-510	BROWN MF TOWEL CS (6)		73214	10/31/2022	230121		149.70
	001-092-510	VB PAPER TOWEL 30/CS (4)		73214	10/31/2022	230121		131.80
	001-092-510	NABC CLEANER 4/1 GAL		73214	10/31/2022	230121		55.80
	001-092-510	PINE SOL 144-OZ (3)		73214	10/31/2022	230121		35.85
	001-092-510	BROOM #22-C		73214	10/31/2022	230121		9.95
	001-092-510	DAMP MOP FLOOR CLNR GAL (2)		73214	10/31/2022	230121		23.90
	001-092-510	WINDEX SPRAY CLEANER		73214	10/31/2022	230121		12.95
	001-092-510	LATEX GLOVE PF 100CT BX (10)		73214	10/31/2022	230121		109.50
	001-092-510	WAVE URINAL SCREENS 10/CS		73214	10/31/2022	230121		23.75
	001-092-510	URINAL MAT 6/CS #1525		73214	10/31/2022	230121		59.50
	001-092-510	DIAL ANTIBAC SOAP GAL (4)		73214	10/31/2022	230121		63.80
	001-092-510	30X36 WHT CAN LINER 200 CT(2)		73214	10/31/2022	230121		57.00
	001-092-510	24X33 WHT CAN LINER 500 CT(2)		73214	10/31/2022	230121		65.90
	001-092-510	BETCO UNTOUCHABLES WAX GAL(2)		73214	10/31/2022	230121		59.90
	001-092-510	LYSOL SPRAY 19OZ CAN (12)		73214	10/31/2022	230121		83.88
	001-092-510	CARPET DEODORIZER 12OZ(6)		73214	10/31/2022	230121		23.70
	001-092-510	BLEACH GAL (6)		73214	10/31/2022	230121		20.95
	001-092-510	ODO-BAN GAL (2)		73214	10/31/2022	230121		25.98
	001-092-510	TISSUE 96/CS (4)		73194	10/31/2022	230111		187.00
	001-092-510	BROWN MF TOWEL (4)		73194	10/31/2022	230111		99.80
	001-092-510	VB PAPER TOWEL 30/CS (4)		73194	10/31/2022	230111		131.80
	001-092-510	ODO-BAN GAL (4)		73194	10/31/2022	230111		51.96
	001-092-510	NABC CLEANER GAL (4)		73194	10/31/2022	230111		55.80
	001-092-510	PINE SOL 144OZ (3)		73194	10/31/2022	230111		35.85
	001-092-510	BROOM #22-C		73194	10/31/2022	230111		9.95
	001-092-510	WINDEX SPRAY GAL (2)		73194	10/31/2022	230111		25.90
	001-092-510	LATEX GLOVE PF 100CT BX (10)		73194	10/31/2022	230111		109.50
	001-092-510	DIAL ANTIBAC SOAP GAL (4)		73194	10/31/2022	230111		63.80
	001-092-510	30X36 WHT CAN LINER 200CT (2)		73194	10/31/2022	230111		57.00
	001-092-510	24X33 WHT CAN LINER 500CT (2)		73194	10/31/2022	230111		65.90
	001-092-510	MIST SPRAY "FUSION" TIME (6)		73194	10/31/2022	230111		35.70
	001-092-510	LYSOL SPRAY 19OZ (12)		73194	10/31/2022	230111		83.88

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001	REYNOLDS WHOLESALE CO	230438	11/15/2022	11/09/2022			2,674.85	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	TRIGGER SPRAYER (6)	73194	10/31/2022	230111		5.70	
	001-092-510	BETCO UNTOUCHABLES WAX GAL (2)	73194	10/31/2022	230111		59.90	
	001-092-510	URINAL MAT (6)	73194	10/31/2022	230111		59.50	
	001-092-510	CS WAX PAPER LINER #KL260	73194	10/31/2022	230111		24.95	
	001-092-510	COLOR MOPHEAD MEDIUM (2)	73194	10/31/2022	230111		13.90	
	001-161-510	MF BROWN TOWEL CS (6)	83238	11/03/2022	230151		149.70	
	001-161-510	COMET POWDER 21OZ (12)	83238	11/03/2022	230151		20.28	
	001-161-510	SCOURING PAD (21)	83238	11/03/2022	230151		16.59	
	001-161-510	DAWN DISH DETERGENT 38OZ (8)	83238	11/03/2022	230151		50.32	
	001-161-510	409 CLEANER 32OZ (12)	83238	11/03/2022	230151		59.36	
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	230439	11/15/2022	11/09/2022			401.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	FF-EL101 TEST/SCORE PKG (10)	72136B0B7B	11/02/2022	230150		140.00	
	001-022-660	ADMIN FEE	72136B0B7B	11/02/2022	230150		220.00	
	001-022-660	UPS NEXT DAY AIR	72136B0B7B	11/02/2022	230150		41.00	
001	MID SOUTH UNIFORM & SUPPLY INC	230440	11/15/2022	11/09/2022			204.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SENTRY PANT NVY (3)	633501	10/26/2022	230088		164.13	
	001-100-535	BRAID OLD GOLD (3)	633501	10/26/2022	230088		14.25	
	001-100-535	NAVY 1" BRAID (3)	633501	10/26/2022	230088		13.50	
	001-100-535	FREIGHT	633501	10/26/2022	230088		12.99	
001	BELL AUTO PARTS INC	230442	11/15/2022	11/09/2022			569.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	PULLEY COVER 116-8190 (3)	44723	10/11/2022	230036		101.73	
	001-170-639	SPINDLE 116-3344	44723	10/11/2022	230036		127.19	
	001-170-639	SPINDLE SHAFT 116-3341	44723	10/11/2022	230036		67.83	
	001-170-639	PULLEY COVER 109-6938	44723	10/11/2022	230036		73.13	
	001-170-639	PULLEY 109-8076 (2)	44723	10/11/2022	230036		103.86	
	001-170-639	40" REACHER (4)	44723	10/11/2022	230036		96.00	
001	MURRAY'S NURSERY	230443	11/15/2022	11/09/2022			240.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-520	3-GAL MUHLY PLANT (30)	5132	10/28/2022	230105		240.00	
001	LAWRENCE PRINTING COMPANY INC	230444	11/15/2022	11/09/2022			246.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	LINEN LEDGER PAPER (2)	69950	11/03/2022	230065		231.78	
	001-040-500	SHIPPING	69950	11/03/2022	230065		14.26	
001	PASCAGOULA TIRE & SERVICE INC	230448	11/15/2022	11/09/2022			4,870.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	24X12X12 ADVANCE TYRE TURF (4)	107331	10/27/2022	230099		479.96	
	001-170-639	TIRE DISP FEE (4) U#17333	107331	10/27/2022	230099		18.00	
	001-100-570	FS DEST LE3 (4): U #19655	106744	10/10/2022	221403		674.95	
	001-100-570	FS DEST A/T2 (4): U #10186	106924	10/06/2022	221403		919.51	
	001-100-570	FS DEST A/T2 (4): U #10185	107033	10/12/2022	221403		919.51	
	001-100-570	FS DEST AT2 (4): U #19414	106898	10/06/2022	221403		595.07	
	001-100-638	FS FH PURSUIT(4): 2010 CR VIC	107390	10/31/2022	230093		446.80	

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001	PASCAGOULA TIRE & SERVICE INC	230448	11/15/2022	11/09/2022			4,870.82	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	TIRE INSTALL		107390	10/31/2022	230093		20.00
	001-100-638	WHEEL BALANCE WEIGHTS		107390	10/31/2022	230093		12.00
	001-100-638	WHEEL BALANCE LABOR		107390	10/31/2022	230093		34.00
	001-100-638	VALVE STEM		107390	10/31/2022	230093		6.00
	001-100-638	TIRE DISPOSAL		107390	10/31/2022	230093		18.00
	001-100-638	SHOP SUPPLIES		107390	10/31/2022	230093		8.00
	001-100-638	THRUST ANGLE ALIGN		107390	10/31/2022	230093		79.99
	001-100-638	FS FH PURSUIT (4): U #30		107412	11/02/2022	230092		472.04
	001-100-638	TIRE INSTALL		107412	11/02/2022	230092		20.00
	001-100-638	WHEEL BALANCE LABOR		107412	11/02/2022	230092		34.00
	001-100-638	VALVE STEM		107412	11/02/2022	230092		6.00
	001-100-638	TIRE DISPOSAL		107412	11/02/2022	230092		18.00
	001-100-638	SHOP SUPPLIES		107412	11/02/2022	230092		7.00
	001-100-638	ALIGNMENT		107412	11/02/2022	230092		69.99
	001-100-638	WHEEL BALANCE WEIGHTS		107412	11/02/2022	230092		12.00
001	CROWN DODGE CHRYSLER JEEP	230449	11/15/2022	11/09/2022			1,847.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	TAPPET HY (4): U #16223		90962	10/19/2022	230071		892.80
	001-100-570	CAMSHAFT: U #16223		90962	10/19/2022	230071		360.00
	001-100-570	PUMP ENGINE: U #16223		90962	10/19/2022	230071		184.00
	001-100-570	SEAL OIL: U #16223		90962	10/19/2022	230071		5.92
	001-100-570	AA FAN COOLING (4)		90907	10/12/2022	221408		228.00
	001-100-570	SUPPORT VISOR CLIPS (4)		90907	10/12/2022	221408		110.60
	001-100-570	AB WRENCH WH		90906	10/12/2022	230035		66.20
001	SOUTHERN REGIONAL SAFETY INST	230452	11/15/2022	11/09/2022			4,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC LEO CLASS: HOLLINGSWORTH		408	10/25/2022	221337		4,000.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	230454	11/15/2022	11/09/2022			88.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	CS 8.5X11 COPY PAPER (2)		3520784025	10/19/2022	230066		88.98
001	TRI-STAR WASTE MGT AND DEMOLITION LLC	230457	11/15/2022	11/09/2022			3,680.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-601	DEMO-ABATE: 3625 BONITA		3625	10/24/2022	230085		3,280.00
	001-090-601	C/O DEMO GARAGE: 3625 BONITA		3625	10/24/2022			400.00
001	MS GULF COAST COMMUNITY COLLEGE	230458	11/15/2022	11/09/2022			8,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC LEO CLASS: BONILLA, N		22-078	09/12/2022	221336		4,000.00
	001-100-681	BASIC LEO CLASS: ZELAYA, A		22-078	09/12/2022	221336		4,000.00
001	SOLAR CONTROL INC	230459	11/15/2022	11/09/2022			170.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WINDOW TINT: U #12559		11022022	11/02/2022	230154		170.00

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001	INSITE SOLUTIONS LLC	230461	11/15/2022	11/09/2022			4,558.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	4" X 96' RUMBLE STRIPS (4)	0163371-IN	10/27/2022	230072		4,394.55	
	001-201-576	SHIPPING	0163371-IN	10/27/2022	230072		164.20	
001	HUTTO AFFORDABLE AUTO GLASS	230462	11/15/2022	11/09/2022			795.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	WINDSHIELD REPL: U #12416	076593	10/25/2022	230064		265.00	
	001-100-570	WINDSHIELD REPL: U #12411	076594	10/25/2022	230064		265.00	
	001-100-570	WINDSHIELD REPL: U #16223	076598	10/27/2022	230064		265.00	
001	AMAZON CAPITAL SERVICE	230463	11/15/2022	11/09/2022			746.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	LOGITECH MK345 KEYBRD COMBO	163H7QJP61	10/28/2022	230116		44.84	
	001-170-639	POLARIS CHOKE CABLE OEM7081299	1V6V9HLF3V	10/24/2022	230096		98.99	
	001-170-513	7PC ADULT GRINCH COSTUME	1YRRMV7LVK	10/27/2022	230100		69.99	
	001-040-559	MAGNAVOX MD6949-BL CD BOOMBOX	16Y6FQ119J	10/31/2022	230110		41.49	
	001-100-559	CAR CHGR USB IPHONE13 PRO(4)	1PTLDRPR94	11/05/2022	230122		44.72	
	001-100-559	DIVERBOX IPHONE 11 CASE	1PTLDRPR94	11/05/2022	230122		14.99	
	001-170-513	CHRISTMAS LTS MC 132 FT (6)	1XPLCWL6H	11/05/2022	230149		215.94	
	001-170-513	CHRISTMAS LTS WH 132 FT (6)	1XPLCWL6H	11/05/2022	230149		215.94	
001	AGJ SYSTEMS & NETWORKS INC	230464	11/15/2022	11/09/2022			3,037.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	DELL OPTIPLEX 3000 16G: DISP1	100056	11/02/2022	230104		1,261.79	
	001-100-559	DELL OPTIPLEX 3000 16G: DISP2	100056	11/02/2022	230104		1,261.79	
	001-100-559	ADAPTER (2): DISP 1 & 2	100056	11/02/2022	230104		24.00	
	001-100-559	MS OFFICE 2021 H-B (2): DISP	100056	11/02/2022	230104		490.00	
001	CANNON PAF LLC	230466	11/15/2022	11/09/2022			35.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	ACTUATOR CAM: F250 #58331	244228	10/19/2022	230067		7.54	
	001-170-638	MOTOR ASY 32 (DOOR ACTUATOR)	244228	10/19/2022	230067		27.82	
001	TJ'S CUSTOM APPAREL	230467	11/15/2022	11/09/2022			1,710.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	GILDAN 100% SS TEE NAVY (10)	13862	10/27/2022	221353		70.00	
	001-161-535	GILDAN 100% SS TEE NAVY 2X (5)	13862	10/27/2022	221353		42.50	
	001-161-535	GILDAN 100% SS TEE NAVY 2XT (5)	13862	10/27/2022	221353		47.50	
	001-161-535	GILDAN 50/50 TEE NAVY (150)	13862	10/27/2022	221353		1,050.00	
	001-161-535	GILDAN 50/50 TEE NAVY 2X (10)	13862	10/27/2022	221353		85.00	
	001-161-535	GILDAN 50/50 TEE NAVY 2XT (5)	13862	10/27/2022	221353		47.50	
	001-161-535	ST350 WICKING SS TEE GRY (40)	13862	10/27/2022	221353		320.00	
	001-161-535	ST350 WCKNG SS TEE 2X GRY (3)	13862	10/27/2022	221353		28.50	
	001-161-535	ST350 WICKING SS TEE XLT GRY	13862	10/27/2022	221353		9.00	
	001-161-535	ST350 WICKING SS TEE 2XT GRY	13862	10/27/2022	221353		10.50	

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001	ECONOMY BOOTS SALES & SERVICE	230469	11/15/2022	11/09/2022			249.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	DUTY BOOTS: JOHNSON, K	10963	10/27/2022	221013		100.00	
	001-161-535	TERRA STN DTY BOOTS: EDWARDS	11982	10/27/2022	221245		149.99	
001	AUDIOWAVE INC	230473	11/15/2022	11/09/2022			1,995.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-698	INSTL EQUIPMENT: U #13096	A55682	11/09/2022	230167		1,835.00	
	001-100-698	SHOP SUPPLIES	A55682	11/09/2022	230167		160.00	
FUND TOTAL	1 Claims	to	Checks	75 Total	140,441.30	Manual	Held	Total 140,441.30

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130	GULF BREEZE CONSTRUCTION INC	230432	11/15/2022	11/09/2022			360,003.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 18.50%		8A	11/07/2022		360,003.13	
FUND TOTAL 130 Claims	to	Checks	1 Total	360,003.13	Manual		Held	Total 360,003.13

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156	GULF STATES DISTRIBUTORS	230441	11/15/2022	11/09/2022			395.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	5.11 MULTICAM TDU PANT (5)	1430303-IN	10/26/2022	221384		395.00	
156	OFFBASE INC	230465	11/15/2022	11/09/2022			508.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	DBL PISTOL GAP MAG POUCH (5)	148315	10/06/2022	230027		157.30	
	156-100-799	SNG RIFLE MIDLTH MAG POUCH (5)	148315	10/06/2022	230027		121.30	
	156-100-799	5.56 DBL TALL KYWI POUCH (5)	148315	10/06/2022	230027		229.50	
156	AUDIOWAVE INC	230471	11/15/2022	11/09/2022			1,405.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	LABOR: INSTL EQUIP U #14770	A 55883	10/27/2022	230055		1,330.00	
	156-100-799	SHOP SUPPLIES	A 55883	10/27/2022	230055		75.00	
FUND TOTAL 156 Claims	to	Checks	3 Total	2,308.10	Manual	Held	Total	2,308.10

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160	SUNBELT FIRE INC	230445	11/15/2022	11/09/2022			5,002.08	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	160-161-702	RUTH LEE MANIKIN 165LB	337191	10/31/2022	230081		1,250.00	
	160-161-702	RUTH LEE MANIKIN 100LB	337191	10/31/2022	230081		1,055.00	
	160-161-702	SHIPPING	337191	10/31/2022	230081		260.00	
	160-161-702	ALTAIR 4XR GAS MONITOR	337194	10/31/2022	230080		895.00	
	160-161-702	ALTAIR PUMP PROBE W/ CHRGR	337194	10/31/2022	230080		504.00	
	160-161-702	ALTAIR 4XR 10' SAMPLING LINE	337194	10/31/2022	230080		78.00	
	160-161-702	ALTAIR 4XR LOW FLOW REG CALIB	337194	10/31/2022	230080		521.00	
	160-161-702	MSA10048280 34L CAL GAS	337194	10/31/2022	230080		325.00	
	160-161-702	SHIPPING	337194	10/31/2022	230080		114.08	
FUND TOTAL 160 Claims	to	Checks	1 Total	5,002.08 Manual		Held	Total	5,002.08

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176	SPARKLIGHT	230322	11/15/2022	10/31/2022			256.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	NOV 2022:SSP INET	132698937	10202022	10/20/2022			256.89
176	SINGING RIVER ELECTRIC COOPERATIVE	230347	11/15/2022	11/02/2022			2,304.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES	76854002	10192022	10/27/2022			1,911.17
	176-170-631	HOUSE	76855002	10192022	10/27/2022			49.84
	176-170-631	SSP WELCOME CENTER	108928002	10192022	10/27/2022			317.86
	176-170-631	DUMP STATION	109931001	10192022	10/27/2022			25.20
176	LOWES HOME CENTERS INC	230361	11/15/2022	11/07/2022			303.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	ADA BRAILLE SIGN(2): SSP RRMS		901499	09/28/2022			22.77
	176-170-559	HKLESS SHOWER CURTAIN (2)		901842	10/06/2022			56.96
	176-170-635	REPR WTR LEAK: SSP RRMS		901547	10/12/2022			37.03
	176-170-635	REPR WTR LEAK: SSP RRMS		902708	10/12/2022			45.69
	176-170-635	CREDIT SALES TAX		901525	10/12/2022			-2.99
	176-170-635	5LB DRYWALL: RANGER HOUSE		902930	10/13/2022			23.74
	176-170-635	PATCH;JOINT TAPE & COMPOUND		902095	10/14/2022			27.31
	176-170-559	3/4" HOSE ADPTR; VINYL TUBING		901771	10/18/2022			38.25
	176-170-586	CAT 4 PLYWOOD SHEETING		901205	10/19/2022			26.69
	176-170-559	REBAR SAFETY CAP (6)		902822	10/20/2022			28.38
176	GRAND VIEW SECURITY LLC	230411	11/15/2022	11/09/2022			324.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	ANNUAL ALARM MONITORING		1102089500	11/02/2022			324.00
176	FOSTERS A/C & HEATING INC	230412	11/15/2022	11/09/2022			167.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	R2 ESA CLEANING: LOBBY		P1115570	10/28/2022			167.50
176	BAY ICE COMPANY INC	230426	11/15/2022	11/09/2022			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	OCT 2022 BOX RENTAL FEE		669333	10/31/2022			50.00
	176-170-699	JUN 2022 BOX RENTAL FEE		662601	06/01/2022			50.00
176	OFFICE DEPOT 1104	230447	11/15/2022	11/09/2022			85.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	HP 952 3PK C/M/Y		2748832470	10/25/2022	230098		62.00
	176-170-500	CLEAR BUS CARD HOLDER (4)		2748832470	10/25/2022	230098		9.96
	176-170-500	250/PK PAPER #65 C		2748832470	10/25/2022	230098		13.24
176	AD2 INC	230472	11/15/2022	11/09/2022			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE NOV 2022		3923	11/09/2022			36.50
	176-170-699	SHOPPING CART		3923	11/09/2022			268.50
	176-170-699	WEB SITE MAINT 10/15-11/14/22		3923	11/09/2022			350.00
FUND TOTAL 176 Claims		to	Checks	8 Total	4,196.49 Manual	Held	Total	4,196.49

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307	HEFLIN ENGINEERING INC	230431	11/15/2022	11/09/2022			4,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-763	CONST PH SERV 100%		1034	11/14/2022			4,000.00
FUND TOTAL 307 Claims	to	Checks	1 Total	4,000.00	Manual		Held	Total 4,000.00

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400	FUELMAN	230320	11/15/2022	10/31/2022			170.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63127842	10/24/2022			170.00
400	SINGING RIVER ELECTRIC COOPERATIVE	230324	11/15/2022	10/31/2022			4,600.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		10172022	10/25/2022			63.94
	400-651-631	LIFT STNS 89702001		10172022	10/25/2022			25.00
	400-651-631	LIFT STNS 17881		10172022	10/25/2022			1,957.03
	400-651-631	WATER WELLS 17881		10172022	10/25/2022			2,554.79
400	SINGING RIVER ELECTRIC COOPERATIVE	230325	11/15/2022	10/31/2022			7,992.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		10182022	10/26/2022			45.00
	400-651-631	LIFT STATIONS 17882		10182022	10/26/2022			1,946.78
	400-651-631	WATER WELLS 17882		10182022	10/26/2022			3,701.58
	400-651-631	CITY HALL SOUTH 17882		10182022	10/26/2022			2,299.60
400	SINGING RIVER ELECTRIC COOPERATIVE	230348	11/15/2022	11/02/2022			2,919.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		10192022	10/27/2022			223.49
	400-651-631	LIFT STNS 17883		10192022	10/27/2022			1,820.40
	400-651-631	LIFT STNS 17884		10192022	10/27/2022			875.34
400	SINGING RIVER ELECTRIC COOPERATIVE	230349	11/15/2022	11/02/2022			2,438.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	GAU/VAN LFT STN 3305 114260001		10192022	10/27/2022			406.52
	400-651-631	GAUTR/VANC LFT STN 14046001		10182022	10/26/2022			2,032.35
400	ANSER	230350	11/15/2022	11/02/2022			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:10/26-11/22/22		277-102622	10/26/2022			500.00
400	FUELMAN	230352	11/15/2022	11/02/2022			93.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63150175	10/31/2022			93.44
400	HENZE ENTERPRISES INC	230357	11/15/2022	11/04/2022			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	RAP 4 TNS: LIMA		31544	11/02/2022			160.00
	400-651-683	FILL SAND 8 CYS: HWY 90		31544	11/02/2022			80.00
	400-651-683	FILL SAND 24 CYS: LOUIS ALEXIS		31544	11/02/2022			240.00
	400-651-683	TOP SOIL 48 CYS: LOUIS ALEXIS		31544	11/02/2022			720.00
400	LOWES HOME CENTERS INC	230362	11/15/2022	11/07/2022			374.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	QK 80LB CONCRETE(7): AUBURN		901775	09/29/2022			33.11
	400-651-683	FRAMING, QK 50LB(12): PGEORGE		901122	10/07/2022			150.24
	400-650-559	WD40 SPECIALIST PENETRANT(3)		901216	10/07/2022			25.59
	400-650-510	42 OZ DRANO MAX		901216	10/07/2022			6.64

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400	LOWES HOME CENTERS INC	230362	11/15/2022	11/07/2022			374.96	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	OK 20LB HYD WTR(2): SWR TAP		901737	10/10/2022			37.40
	400-651-581	TRK TIMER: HWY 57 WELL		901092	10/11/2022			56.03
	400-651-581	DRILL BITS(10); 330CT SCREWS		901092	10/11/2022			52.21
	400-650-559	GLASS SCRAPER; 8' EXT CORD		901621	10/21/2022			13.74
400	CLEARWATER SOLUTIONS LLC	230394	11/15/2022	11/08/2022			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	NOV 2022 OPERATION FEE		GAUTIER119	11/01/2022			170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	230399	11/15/2022	11/08/2022			5,451.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	SEP 2022: TIMBERLANE ROFF		8066847688	11/01/2022			2,721.63
	400-651-698	OCT 2022: TIMBERLANE ROFF		8066847688	11/01/2022			2,730.13
400	COGENT STRATEGIES LLC	230413	11/15/2022	11/09/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 11/6-12/5/22		2865	11/09/2022			7,500.00
400	K&R SERVICES INC	230414	11/15/2022	11/09/2022			95.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SERV CALL: M BLUFF LS		44951	11/02/2022			95.00
400	FUELMAN	230424	11/15/2022	11/09/2022			354.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63229834	11/07/2022			354.05
400	SEYMOUR ENGINEERING PLLC	230430	11/15/2022	11/09/2022			1,002.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	BOUNDARY SURVEY: PIKE COVE		8584	10/24/2022			747.50
	400-650-603	ANALYZE PLAT-PROP LINES		8584	10/24/2022			255.00
400	SOUTHERN PIPE & SUPPLY CO INC	230446	11/15/2022	11/09/2022			539.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	2" MANUAL METER		7273167-00	10/20/2022	230075		539.11
400	COAST CHLORINATOR & PUMP CO INC	230450	11/15/2022	11/09/2022			1,788.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2HP BOOSTER PUMP: HWY57 WELL		75039	10/31/2022	230155		1,788.00
400	BAY MOTOR WINDING INC	230451	11/15/2022	11/09/2022			2,365.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REBUILD 5HP PUMP: ENARC LS		0122895	10/31/2022	230050		2,365.00
400	SOUTHERN WATERWORKS SUPPLY INC	230453	11/15/2022	11/09/2022			233.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	5 GAL HYDRAULIC CEMENT (6)		92476	10/28/2022	230091		233.46
400	STAPLES BUSINESS ADVANTAGE DEPT	230455	11/15/2022	11/09/2022			230.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	2023 MTHLY PLANNER 8.5X11		3520784026	10/19/2022	230074		19.49
	400-650-500	CS 8.5X11 COPY PAPER (4)		3520784026	10/19/2022	230074		177.96

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	230455	11/15/2022	11/09/2022			230.99	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	COUNTER PEN REPLACEMENT (10)		3520784026	10/19/2022	230074		27.30
	400-650-500	ANCHOR COUNTER TOP PEN (2)		3520784026	10/19/2022	230074		6.24
400	G & O SUPPLY CO, INC	230456	11/15/2022	11/09/2022			3,392.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	30" SMOOTHWALL ADAPTER (2)		G15278	10/28/2022	230060		3,047.00
	400-651-683	30" SPLIT COUPLING (2)		G15278	10/28/2022	230060		345.70
400	MUSCO-GULFPORT 1227	230460	11/15/2022	11/09/2022			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	STRAW MAT 8X112.5(600):L ALEX		0764322	10/28/2022	230107		180.00
400	GRAYSTONE PLUMBING AND	230468	11/15/2022	11/09/2022			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	REPR WTR LINE: ION PLANT		1331	09/26/2022	221389		1,500.00
400	LYMAN WELL COMPANY	230470	11/15/2022	11/09/2022			1,120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-712	PULL WELL MOTOR: BEASLEY		22-340	11/03/2022	230113		600.00
	400-651-712	PHASE MONITOR		22-340	11/03/2022	230113		320.00
	400-651-712	TROUBLESHOOT PHASE MONITOR		22-340	11/03/2022	230113		200.00
FUND TOTAL 400 Claims	to	Checks	24 Total	216,733.54	Manual		Held	Total 216,733.54

Docket of Claims
Release date from 11/15/2022 thru 11/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	230356	11/15/2022	11/03/2022			107,678.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	OCT 2022 RES GARBAGE (6398)		0001264469	10/31/2022		107,678.34	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,678.34	Manual		Held	Total 107,678.34

Docket of Claims
Release date from 11/15/2022 thru 11/15/2022

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	75 Total	140,441.30 Manual	Held	Total	140,441.30
FUND 130 Claims	to	Checks	1 Total	360,003.13 Manual	Held	Total	360,003.13
FUND 156 Claims	to	Checks	3 Total	2,308.10 Manual	Held	Total	2,308.10
FUND 160 Claims	to	Checks	1 Total	5,002.08 Manual	Held	Total	5,002.08
FUND 176 Claims	to	Checks	8 Total	4,196.49 Manual	Held	Total	4,196.49
FUND 307 Claims	to	Checks	1 Total	4,000.00 Manual	Held	Total	4,000.00
FUND 400 Claims	to	Checks	24 Total	216,733.54 Manual	Held	Total	216,733.54
FUND 404 Claims	to	Checks	1 Total	107,678.34 Manual	Held	Total	107,678.34
Total for all Funds		Checks	114 Total	840,362.98 Manual	Held	Total	840,362.98

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: November 15, 2022
Title: Approval of Minutes from the Regular Council Meeting held November 1, 2022

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held November 1, 2022.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held November 1, 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 15, 2022.

Tuesday
November 1, 2022
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 1, 2022 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**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

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

Councilman Gollott made the motion to approve the agenda order, with the following revision:

1. Add to Announcements – Veterans Day, Laying of the Wreath Ceremony will be November 11th beginning at 11am at the Veterans Tribute Tower.

Councilman Colledge seconded the motion. The vote was carried unanimously.

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.
4. The American Legion Post 1992 Family and the City of Gautier will host the Veterans Day, Laying of the Wreath Ceremony on November 11th beginning at 11am at the Veterans Tribute Tower, located at Gautier City Hall.

Presentation

None

GAUTIER SENIOR CENTER



THANKS GIVING

Luncheon & Membership Drive

WEDNESDAY
NOV, 16TH, 2022

11AM
TO
1PM

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)

Veterans Day

Laying of the Wreath Ceremony



**Please join us to honor our veterans
and those men and women
currently serving in the military.
Hosted by**

American Legion Post 1992 Family & The City of Gautier

November 11, 2022 ~ 11:00 A.M.

Veterans Tribute Tower

3330 Hwy 90 Gautier, Mississippi

For more information contact
American Legion Post 1992 Family
228-497-6422

*In the event of inclement weather , event will be held at the American Legion
3824 Old Spanish Trail*

Councilman Colledge made the motion to approve the amendment to the Golf Cart and Low Speed Vehicle Ordinance, as presented. 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:

ORDINANCE NUMBER 267-2022

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 Colledge**, seconded by **Councilman Anderson** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **None**

Thereupon, the Mayor declared said Amended Ordinance approved, passed and adopted on this the 1st day of November, 2022.

Casey Vaughan, Mayor

Attest: _____
Teresa Montgomery
City Clerk

Councilman Gollott made the motion to enter into the Standard Form Agreement with Allred Stolarski Architects, PA, as presented, for design services associated with the Mississippi Songwriters Performing Arts Center. 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 233-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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 <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 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,

- .2 complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; 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



(Signature)

City of Gautier
(Printed name and title)

ARCHITECT

(Signature)

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.

Councilman Colledge made the motion to approve the Master Services Agreement and State of Work through CivicPlus, LLC, as presented, for codification/recodification services. 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 234-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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 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.



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 Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 235-2022

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 Elbin**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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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

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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

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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

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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		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

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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

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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

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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

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	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

Councilman Colledge made the motion to approve Consent Agenda Items 1-4, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 236-2022

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 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 George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 1, 2022.

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

ORDER NUMBER 237-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 238-2022

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

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

NAYS:	None
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MAYOR

ATTEST:

CITY CLERK

Passed and Adopted 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: 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

**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

62716280.v1

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.
65819347.v1

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
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	2,021.00	\$	5,230.00
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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
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	1,964,590.90	\$	1,446,885.25
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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
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	2,654,565.00
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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
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YEAR END BALANCE	\$	1,711,579.00	\$	2,108,328.00
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BALANCE	\$	12,080,000.00	\$	11,745,000.00
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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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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 239-2022

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by 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

Councilman Gollott made the motion to recess until November 15, 2022 at 6:00pm.
Councilman Colledge seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

November 15, 2022
Receive October 2022 Privilege License Report

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive October 2022 Privilege License Report

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Report for October 2022 is hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

New Business October 2022	Business Address	Business Phone	Business Description
Family RV Sales, LLC	3708 Hwy 90 Suite C	228-313- 6170	RV/Camper Sales
Ramey's #23	2525 Hwy 90	228-497- 4884	Grocery Store
El Patron Mexican Restaurant & Cantina	7350 Hwy 57 Suite C Vancleave MS 39565	228-334- 8545	Mexican Restaurant/Cantina
Five Star Food Service, Inc.	5713 Gulf Tech Dr Ocean Springs MS 39564	228-244- 0350	Vending Machines
Set It Off Creations, LLC	5204 Allen Rd Vancleave MS 39565	228-238- 7980	Home office for T- Shirts/Novelty's
Singing River Storage	3719 Beasley Rd	585-469- 5778	Self Storage

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

November 15, 2022
Approval of the Project Agreement between the
Gautier Police Department and Hometown
Publishing, Inc.

Introduced by:
Contact Person/Telephone

Chief Bever 497-8000

Summary Explanation: Approval of the Project Agreement between the Gautier Police Department and Hometown Publishing, Inc.

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, Hometown Publishing, Inc. provides a program for police departments to receive funding for departmental promotional materials by receiving a portion of the sponsorships generated through calendar sales; and

WHEREAS, at no cost to the City, Hometown Publishing will send a representative to visit various businesses to purchase advertisement space on the calendar; and

WHEREAS, the police department will receive a 20% rebate if the sales reach over \$2,000 to be used to purchase departmental promotional items; and

WHEREAS, the Mayor and Council Members find that this 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 Project Agreement between the Gautier Police Department and Hometown Publishing, Inc. 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 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: November 9, 2022
Subject: Authorization for Police Department to enter into a Project Agreement with Hometown Publishing, Inc.

REQUEST:

The Police Chief requests the City Council to authorize the Police Department to enter into a project agreement with Hometown Publishing, Inc.

BACKGROUND:

Hometown Publishing, Inc. has a program for police departments to receive rebates through calendar advertisement sales. This will be at no cost to the City. Hometown Publishing, Inc. will send a representative to go around business sell advertisement space on a police department calendar. The police department will receive a 20% rebate if sales reach over \$2,000 to be used to purchase promotional items.

DISCUSSION:

The benefits of this project are positive public exposure of the department and a revenue stream for the department to use for purchasing promotional items for the department.

RECOMMENDATION:

The Police Chief recommends the City Council authorize the Police Department to enter into a project agreement with Hometown Publishing, Inc.

ATTACHMENT(S):

1. Hometown Publishing, Inc. Project Agreement



Hometown Publishing, Inc.
185 Old Depot Road
Monroe, LA 71203
Phone: 318-509-9113
hometownpublishinginc.com

NEW PROJECT AGREEMENT FOR:

(Agency Name)

Mailing Address City State Zip Code

Physical Address (if different from mailing) City State Zip Code

Phone Number Fax Number

Head of Agency Title/Name Cell Number Email Address

Contact Name Cell Number E-mail Address

☐ Prefer to receive rebate as credit toward promotional items

Make Rebate Check Payable to (if applicable)

Hometown Publishing, Inc. agrees:

1. To provide a representative to contact local businesses and give them an opportunity to advertise on the calendar.
2. To handle all billings and collections and send the organization a 20 % rebate* on total collected sales.
3. (Rebate check will be mailed after all invoices are paid and instructions are submitted for the calendar design.)
4. To design calendar using photos and/or instructions provided by the agency.
5. To print and ship 250 full color 19"x27" poster calendars* to the agency. Calendar delivery is guaranteed December 31 if all artwork and approval deadlines are met.
6. To furnish a list of sponsoring businesses so that the agency can deliver a calendar to each one.
7. To provide full disclosure of every dollar collected.

Organization agrees:

1. To provide Hometown Publishing with photos and information for designing the calendar by the agreed-upon deadline. (If no date is set, the deadline will be 60 days from the close of ad sales.)
2. To provide an officer or other member of the agency to assist HTP representative with sales and provide a letter of authorization, desk, and phone for representative to use for contacting local businesses.
3. To deliver a calendar to each sponsor.
4. To distribute calendars to organizations and citizens within the community.

*Sales must exceed \$2,000 in order to receive rebate. If ad sales are under \$3,000, a 14"x24" calendar will be printed.

Notes / Special Requests:

IMPORTANT: If header photos and instructions are not received by the deadline, Hometown Publishing is authorized to use one of our pre-designed headers to insure timely delivery.

Agency Representative

Hometown Publishing Representative

Print Name

Print Name

Today's Date

Project Start Date

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

November 15, 2022
Authorization for the Gautier Police Department to enter into an agreement with NIC Mississippi

Introduced by:
Contact Person/Telephone

Chief Bever 497-8000

Summary Explanation: Authorization for the Gautier Police Department to enter into an agreement with NIC Mississippi

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Gautier Police Department desires to enter into an agreement with NIC Mississippi in order to make state crash reports available online and to receive payments online for the reports; and

WHEREAS, NIC Mississippi is the vendor that the Department of Public Safety (DPS) uses for the eCrash online portal; and

WHEREAS, this will allow the public access to state crash reports online and for government entities to collect fees electronically at no cost for the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between the Gautier Police Department and NIC Mississippi is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: November 9, 2022
Subject: Authorization for Online Payments for DPS eCrash Reporting System

REQUEST:

The Police Chief requests the City Council to authorize the City to enter into an agreement with NIC Mississippi to make state crash reports available online and to receive payments online for the reports.

BACKGROUND:

NIC Mississippi is the vendor the Department of Public Safety (DPS) uses for the eCrash online portal. This allows the public access to state crash reports online and for government entities to collect fees electronically at no cost for the City.

DISCUSSION:

The benefit of this is the public and businesses will have greater access to crash reports and reduce administrative costs to the City. Currently, crash reports are only available during Monday – Friday during normal business hours. This will allow access to crash reports any day of the week at any time. Also, we receive a lot of crash report requests from insurance companies, and they pay by check. NIC MS will deposit fees electronically to a City account.

RECOMMENDATION:

The Police Chief recommends the City Council authorize the City to enter into an agreement with NIC Mississippi to make state crash reports available online and to receive payments online for the reports.

ATTACHMENT(S):

1. NIC MS Project Request



MISSISSIPPI

Project Request

Exhibit A Project Request

Agency: Gautier Police Department

Agency Contact: Johnathan Allmand

Agency Email: jallmand@gautier-ms.gov

Agency Address: 3329 Highway 90
Gautier, MS 39553

Agency Phone: 228-497-2486

NIC Mississippi PM: Jamey Elkin

NIC Mississippi PM Email: Jamey.elkin@msegov.com

NIC Mississippi PM Phone: 601-540-5838

Application Name: DPS eCrash Reporting System and Payment Processing

Anticipated Launch Date: August 2022

Application Development and Hosting Environment:

Application is hosted within NIC Mississippi's infrastructure, located in the Mississippi State Data Center.

Scope of Work to be Performed:

NIC MS will add the Gautier Police Department to the existing eCrash Reporting System as well as provide online payment processing for the department.

Compensation:

Regulatory Fees collected online for the Agency are deposited into a bank account owned and managed by the Agency. E-Government Transactions Fees are deposited to the Contractor's Portal Bank Account.

The Department of Public Safety eCrash Reporting System and Payment Processing will be hosted and maintained at no cost to DPS. The application will be developed under the self-funded



Project Request

eGovernment model and reasonable maintenance efforts will be provided throughout the life of the application.

- Each credit card transaction will have the following fees: total purchase amount + \$5.00 flat eGov transaction fee
- Each ACH/eCheck transaction will have the following fees: total purchase amount + \$5.00 flat eGovernment transaction fee

The following payment methods will be accepted:

- VISA
- MasterCard
- American Express
- Discover
- ACH/eCheck

Equipment Cost (Optional Cost):

Optional equipment may be purchased by counties to accept point-of-sale payments using NIC Mississippi's contract equipment rates below:

Name	Cost
EMV Compatible Signature Capture Pin Pad Device	Not to exceed \$635/device
5 Year Standard Warranty Buyer Protection on EMB Compatible Signature Capture Pin Pad Device	\$85/device
5 Year Expedited Replacement Warranty Buyer Protection on EMV Compatible Signature Capture Pin Pad Device	\$87/device
Tablet Kiosk	Not to exceed \$2,200 per unit
Mobile Credit Card Swipe Device	Not to exceed \$150
Basic Magnetic Card Reader	\$85.00
Signature Capture Pin Pad Device	\$250.00
Check Reader/Imager	\$350.00
Verifone Credit/Debit Card Terminal	\$350.00

Customer Services or Support (Personnel Requirements):

NIC Mississippi will provide:

- Technical and payment support
- Secure transfer of data
- Maintenance, hosting and support as defined within the existing Project Specification

NIC Mississippi



Project Request

- Agreement
- Ongoing project management support

DPS will provide:

- Policy/procedural support
- Additional data or resources needed by NIC Mississippi to implement any needed updates for application features

Project Special Considerations:

Launch date is based on anticipated timeline and subject to agency availability, testing, and acceptance. Should the launch date for a service be adjusted, a new launch date, agreed to by both the customer and NIC MS, will be documented via an updated functional spec or confirmation email.

Partner Acceptance:

By:

Authorized Signature

Printed:

Title:

Date:

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
November 15, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
