

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 6, 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 Cajun Christmas Party will be Wednesday, December 14th from 11am until 1pm.**
- 2. Pajama Movie Night, featuring National Lampoon's Christmas Vacation, will be hosted by the City of Gautier and Gautier Mayor's Youth Council will be Friday, December 16, 2022, from 7pm until 9pm.**
- 3. City offices will be closed December 26th in observance of the Christmas holiday.**

IV. Presentation Agenda

- 1. Proclamation Recognizing the Legacy of Mr. Larry Norwood**

V. Business Agenda

- 1. Approval of an Ordinance adopting the Redistricting of Ward Boundaries within the City of Gautier, Mississippi**

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to acknowledge bids and award the Shepard State Park Kayak Launches and Boat Launch Restoration Project to Fair Tide Marine & Construction, LLC

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the conceptual design of improvements to city-owned property adjacent to Buddy Davis Park

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Authorization to acknowledge bids and award the contract for the Town Commons Park Amphitheater to Fletcher Construction Company, Inc.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Approval of Task Order 6 for Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Authorization to enter into a Memorandum of Understanding (MOU) with Jackson County for the Jackson County Animal Shelter Water Distribution System

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Authorization to acknowledge bids, reject lowest bid, and award the contract for the Seacliffe Subdivision Roadway Improvement Project to Bottom 2 Top Construction, LLC.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. 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 November 15, 2022.
2. Receive September and October 2022 Finance Reports
3. Approval of the 2022/2023 County Road Paving List

- 4. Authorization to accept access, drainage, and temporary construction easement for the Jackson County Civic Action/Gautier Head Start Drainage Pipe Project**
- 5. Authorization to enter into a Grant Agreement with the Mississippi Department of Marine Resources (MDMR) for the FY2023 Tidelands funding for the Shepard State Park Upgrades Project**
- 6. Authorization to enter into a Grant Agreement with the Mississippi Department of Marine Resources (MDMR) for the FY2023 Tidelands funding for the Mary Walker Bayou Parks Project**
- 7. Authorization to enter into an agreement with Levi Hall regarding the donation of a trained police K9 to the City, while Officer Hall is employed**

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 December 20, 2022 at 6:30pm
www.gautier-ms.gov

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

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Senior Center Cajun Christmas Party will be Wednesday, December 14th from 11am until 1pm.**
2. **Pajama Movie Night, featuring National Lampoon's Christmas Vacation, will be hosted by the City of Gautier and Gautier Mayor's Youth Council will be Friday, December 16, 2022, from 7pm until 9pm.**
3. **City offices will be closed December 26th in observance of the Christmas holiday.**

NOTES:



JOIN US FOR THE

Gautier Senior Center Cajun Christmas Party

WEDNESDAY DEC. 14TH
11am-1pm
914 De La Pointe Dr.

A Cajun Night Before Christmas
Read By Gautier Public Library



Music, gumbo and trimmings, door prizes
and information regarding senior
activities for 2023



JOIN THE GAUTIER MAYOR'S YOUTH COUNCIL AND CITY OF GAUTIER AS WE PRESENT NATIONAL LAMPOON'S CHRISTMAS VACATION! THIS IS A FREE EVENT FOR AGES 13-19. HOT CHOCOLATE AND POPCORN WILL BE PROVIDED.

WHERE: GAUTIER SPORTSPLEX

WHEN: FRIDAY, DECEMBER 16, 2022

TIME: 7PM-9PM



FOR MORE INFORMATION, PLEASE CONTACT
APRIL STENNETT @ (228)-497-8000 EXT. 315

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

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Proclamation Recognizing the Legacy of Mr. Larry Norwood

NOTES:



PROCLAMATION

The City of Gautier, Mississippi

A Proclamation Recognizing the Legacy of Mr. Larry Norwood

WHEREAS, Mr. Larry Norwood was born December 22, 1951, in Prentiss, MS; and

WHEREAS, although Mr. Norwood was a first-class welder, he is best known for being the owner of Norwood's Snowballs, serving the City of Gautier and surrounding communities for over 35 years; and

WHEREAS, Mr. Norwood always supported local events and festivals by selling not only his famous snowballs, but his famous chili cheese dogs and homemade pork skins; and

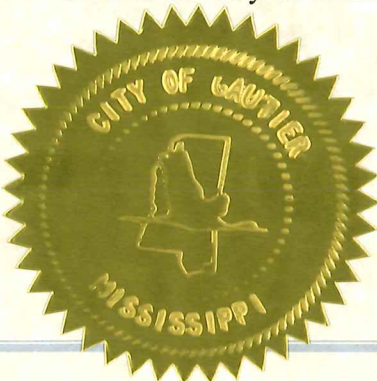
WHEREAS, Norwood's Snowballs gave many people their first job, as he also provided others with a second chance to change their life for the better; and

WHEREAS, Mr. Norwood will forever be remembered as an outstanding businessman, a charitable leader, and a positive mentor for many of our youth; and

NOW, THEREFORE, We, Casey Vaughan, Mayor of the City of Gautier, Mississippi, and Council are honored to present this Proclamation and recognize the legacy of:

MR. LARRY NORWOOD

IN TESTIMONY WHEREOF, I have given under my hand and affix the Seal of the City of Gautier, Mississippi, this the 6th day of December, 2022.



Casey Vaughan, Mayor
City of Gautier, Mississippi

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

Council Meeting:
Title:

December 6, 2022
Approval of an Ordinance adopting the
Redistricting of Ward Boundaries within the City
of Gautier, Mississippi

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of an Ordinance adopting the Redistricting of Ward Boundaries within the City of Gautier, 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:

ORDINANCE NO. __

ORDINANCE ADOPTING REDISTRICTING OF WARD BOUNDARIES FOR THE CITY OF GAUTIER, MISSISSIPPI

WHEREAS, pursuant to Miss. Code Ann. §21-9-15, the City Council (“Council”) of the City of Gautier, Mississippi (“City”) is authorized to designate the geographical boundaries of wards for the City;

WHEREAS, the data from the 2020 Census as provided to the City indicated that the variances among the wards of the City were not within the acceptable norm of the one-person, one-vote doctrine of the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution;

WHEREAS, the Council has utilized the services of counsel and a demographer to assist in the redistricting process;

WHEREAS, the Council has worked to develop a plan for the redistricting of ward boundaries;

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

WHEREAS, on November 15, 2022, the Council held a public hearing to present the proposed plan to members of the public for comment;

WHEREAS, the City received no public comments; and

WHEREAS, the Council determines that the redistricting plan designated “City of Gautier, Mississippi WORKING Ward Plan AUG25_22” as described and depicted in the attached Exhibits “A” and “B” to this Ordinance, satisfies the adopted redistricting criteria and complies with all state and federal laws, and should therefore be immediately adopted and become effective upon publication as set forth in Miss. Code Ann. §§ 21-13-11 and 21-17-19, to allow ample time for the updating of voter information by the appropriate officials, as each described below.

IT IS, THEREFORE, ORDAINED by the Council as follows:

Section 1. The Council of the City is hereby divided into five (5) wards with the new boundaries of the wards set forth in a map which accurately depicts the ward boundaries, attached hereto and incorporated herein by reference as Exhibit "A".

Section 2. The pertinent 2020 Census population variance and population by race statistics of the wards described in the above-referenced map are contained in the table attached hereto as Exhibit "B" and incorporated herein by reference.

Section 3. In the event of a conflict between the legal descriptions which will be on file with the City Clerk's office and the map which is an exhibit to this Ordinance, the map shall control.

Section 4. This Ordinance shall be subject to the following provision: All incumbent councilmen shall continue to serve until their present terms of office have expired and their successors have been duly qualified, elected, and take office.

Section 5. The authorized officials shall proceed to alter precinct boundaries as needed to conform to the ward boundaries set forth herein and to revise the registration books and poll books of the City in such a manner as is necessary to change the registration books of the voting precincts affected thereby to be so changed as to conform to the change of ward boundaries and precincts and to contain only the names of qualified electors in the voting precincts as made by the change of boundaries and to reassign those registered voters whose wards are changed by this Ordinance and to notify such persons by United States Mail, postage pre-paid, of their reassignment as soon as practicable when accomplished.

Section 6. This Ordinance shall take effect and be in force immediately after the publication requirement set forth below is satisfied and shall be in force and supersede any prior ordinances of the Council regulating the same subject matter.

Section 7. Pursuant to Miss. Code Ann. §§ 21-13-11 and 21-17-19, as amended, the City is hereby authorized and directed to publish this Ordinance as provided therein. A copy of this Ordinance, including the full exhibits depicting the ward boundaries are on file for inspection by the public in the City Clerk's office during normal business hours.

Following the reading of the foregoing Ordinance, Councilman _____ made the motion and Councilman _____ seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

Casey Vaughan, Mayor	Voted: _____
Adam Colledge, Alderman at Large	Voted: _____
Cameron George, Ward 1	Voted: _____
Richard Jackson, Ward 2	Voted: _____
Gordon Gollott, Ward 3	Voted: _____
Rusty Anderson, Ward 4	Voted: _____
Dante Elbin, Ward 5	Voted: _____

The motion having received the affirmative vote of the members present, Mayor Casey Vaughan declared the motion carried and the Ordinance adopted, this the 6th day of December, 2022.

CITY OF GAUTIER, MISSISSIPPI

By: _____
Casey Vaughan
Mayor

ATTEST:

Emily C. Dickerson, Clerk of the Council
City of Gautier, Mississippi

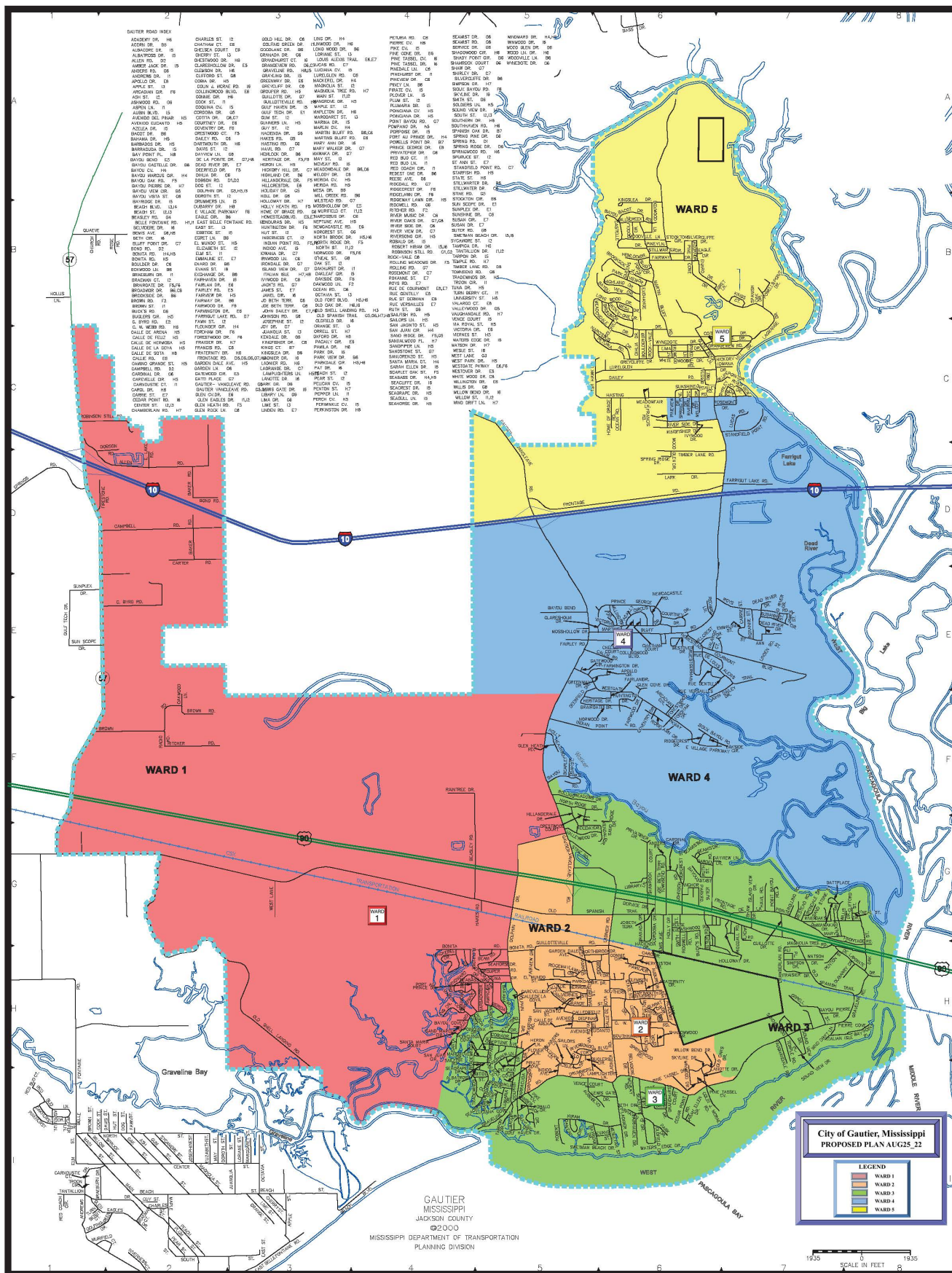


Exhibit A

GAUTIER - PROPOSED PLAN AUG25_22

Entity: CITY of GAUTIER, MS

Plan: PROPOSED PLAN AUG25_22

2020 Census Data

Total: 19,008 Ideal: 3,802

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

Exhibit B

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

Council Meeting:

December 6, 2022

Title:

Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Shepard State Park RV Expansion Project

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for the work associated with the Shepard State Park RV Expansion project in an amount not to exceed \$302,000.00

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Shepard State Park RV Expansion Project; and

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

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites and paving at Shepard State Park; and

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

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

WHEREAS, the cost of the contract is not to exceed \$302,000.00; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Seymour Engineering for work associated with the Shepard State Park RV Expansion Project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/17/2022
Subject: Shepard State Park RV Expansion Project – Professional Services Agreement
with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Shepard State Park RV Expansion Project in an amount not to exceed \$302,000.

BACKGROUND:

Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites and paving at Shepard State Park.

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

DISCUSSION:

Seymour will provide services including topographic survey, engineering design, bidding package, construction administration, and resident project representative.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Shepard State Park RV Expansion Project in an amount not to exceed \$302,000.

The City Council may:

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

ATTACHMENTS:

1. Shepard State Park Agreement 2

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

THIS IS AN AGREEMENT made as of _____, 2022, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to upgrade the existing sewer system, create new RV pads, and pave roadways within Shepard State Park in Gautier, Mississippi (hereinafter called the Project).

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

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design.

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

1.3. Final Design Phase.

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

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

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

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

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

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

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

1.4 Bidding or Negotiating Phase.

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

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

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

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

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

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

1.5. Construction Phase.

During the Construction Phase:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.5.9.2.

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

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.4, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

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

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

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

2.1.4. Topographic Survey to assist with Design Phase.

SECTION 3 - PAYMENTS TO ENGINEER

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

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

3.1.1.1. Payment to Engineer for Basic Services. ENGINEER shall be paid the total amount outlined in “Exhibit C”:

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

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

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

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

3.2 Times of Payments.

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

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

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

4.2. Reuse of Documents.

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

4.3. Insurance.

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

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

4.4. Controlling Law.

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

4.5. Successors and Assigns.

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

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

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

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

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

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

5.2.1 **Exhibit A** - Duties, Responsibilities and Limitations of Authority of the Resident Project Representative, consisting of 3 pages

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

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

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

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

OWNER:

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

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

DATE:

ENGINEER:

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

ADDRESS FOR GIVING NOTICES:

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

DATE:

EXHIBIT A

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

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

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

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

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

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

- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion
- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

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

EXHIBIT B
STANDARD HOURLY RATES

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

REIMBURSABLE:

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

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

EXHIBIT C

TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Dated _____
(for use with No. 1910-1, 1984 Edition)

PAYMENTS TO ENGINEER

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

1. ADDITIONAL SERVICES:

A. Topographic Survey

Conduct a topographic survey of the project area with elevation cross-sections, existing structures, and pertinent drainage data will be collected. Existing sanitary sewer and water distribution lines will be located. A Topographic Survey drawing will be provided depicting existing conditions.

COST: LUMP SUM \$19,200.00

2. BASIC SERVICES:

A. Engineering Design / Bidding

1. Engineering Design

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

2. Bidding

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

COST: LUMP SUM \$164,800.00

B. Construction Administration / Resident Project Representative

1. Construction Administration

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

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

2. Resident Project Representative

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

COST: LUMP SUM \$118,000.00

TOTAL LUMP SUM COST: \$302,000.00

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

Council Meeting: December 6, 2022

Title: Authorization to acknowledge bids and award the Shepard State Park Kayak Launches and Boat Launch Restoration Project to Fair Tide Marine & Construction, LLC

Introduced by:

Contact Person/Telephone: April Stennett 497-8000

Summary Explanation: Authorization to acknowledge bids and award the Shepard State Park Kayak Launches and Boat Launch Restoration Project to Fair Tide Marine & Construction, LLC, in an amount not to exceed \$92,930.61.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier has requested bids for the Shepard State Park Kayak Launches and Boat Launch Restoration Project; and

WHEREAS, on behalf of the City of Gautier, the Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife service for this sport fish grant. The City was awarded \$72,440 in federal funds, which requires a \$25,000 match; and

WHEREAS, on November 4, 2022, two (2) bids were open and received; and

WHEREAS, Heflin Engineering performed a complete review of the bids and recommends awarding the contract to Fair Tide Marine & Construction, LLC in an amount not to exceed \$92,930.61; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve a contract with Fair Tide Marine & Construction, LLC, for the Shepard State Park Kayak Launches and Boat Launch Restoration Project, in an amount not to exceed \$92,930.61; and

WHEREAS, the Mayor and Council Members hereby find that Fair Tide Marine & Construction, LLC, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Fair Tide Marine & Construction, LLC, for the Shepard State Park Kayak Launches and Boat Launch Restoration Project is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/17/2022
Subject: Authorization to Acknowledge Bids and Award Contract for Shepard State Park Kayak Launches and Boat Launch Restoration Project

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of two bids for the Shepard State Park Kayak Launches and Boat Launch Restoration Project and award a contract to the low bidder, Fair Tide Marine & Construction, LLC., in an amount not to exceed \$92,930.61.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019). This project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the new marshwalk.

DISCUSSION:

Two bids for this project were received and opened on November 4, 2022. Heflin Engineering performed a complete review of the bids and recommends awarding the contract to Fair Tide Marine & Construction, LLC., in an amount not to exceed \$92,930.61.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of two bids for the Shepard State Park Kayak Launches and Boat Launch Restoration Project and award a contract to Fair Tide Marine & Construction, LLC, in an amount not to exceed \$92,930.61.

The City Council may:

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

ATTACHMENTS:

1. Recommendation of Award

November 17, 2022

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

RE: **Recommendation of Award**
Shepard State Park – Boat Dock Reconstruction & Kayak Launches

Dear Ms. Stennett:

We are pleased to submit to you our conclusions and recommendations regarding award of the contract for the **Shepard State Park – Boat Dock Reconstruction & Kayak Launches** project. Bids were opened at City Hall on November 4, 2022 at 11:00 AM. A copy of the Certified Tabulation of Bids is attached.

Two bids were submitted ranging in total amounts from \$92,930.61 to \$114,315.00. The low Bidder was Fair Tide Marine & Construction, LLC with a total bid amount of \$92,930.61. The proper proposal documentation, including bid bond, appears to be in order as required by the contract documents.

We recommend that award of the contract be made to Fair Tide Marine & Construction, LLC in the amount of \$92,930.61. Please advise as to how you and your Board would like to proceed, and we will begin preparing contracts for execution.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Austin Moore". The signature is fluid and cursive, with the first name "Austin" and last name "Moore" clearly distinguishable.

Austin Moore, P.E.
President

Attachment

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

Council Meeting:

December 6, 2022

Title:

Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the conceptual design of improvements to city-owned property adjacent to Buddy Davis Park

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Heflin Engineering for work associated with the conceptual design of improvements to city-owned property adjacent to Buddy Davis Park in an amount not to exceed \$20,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Buddy Davis Park is a recreational park owned by Jackson County but operated by the City of Gautier; and

WHEREAS, the City owns certain real property adjacent to Buddy Davis Park (hereinafter, "the Property"); and

WHEREAS, the City desires to develop a conceptual master plan for the Property in order to attract more community and recreational activities to the underutilized park; and

WHEREAS, the master plan amenities are anticipated to include a playground, splash pad, basketball courts, tennis/pickleball courts, fencing, sidewalks and parking improvements; and

WHEREAS, Heflin Engineering will provide the City of Gautier with a conceptual master plan design for the Property in an amount not to exceed \$20,000; and

WHEREAS, pursuant to this agreement, Heflin Engineering will meet with the City representative to determine the program elements, design objectives, limitations, and criteria, as well as prepare supporting conceptual drawings, renderings, sketches, conceptual opinion of probable cost (OPC), and the review of conceptual design deliveries; and

WHEREAS, if the City chooses to proceed with the project beyond conceptual design, compensation for preliminary design, final design, geotechnical investigation, and bidding, contracting and construction phase services shall be determined at a future date and will require additional approval by Council; and

WHEREAS, the cost of the contract is not to exceed \$20,000; and

WHEREAS, the Mayor and Council Members hereby find that entering this Professional Services agreement with Heflin Engineering for work associated with the conceptual design of improvements to the Property is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Heflin Engineering for work associated with the conceptual design of the Property is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/17/2022
Subject: Buddy Davis Park – Professional Services Agreement with Heflin Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Heflin Engineering for work associated with the conceptual design of Buddy Davis Park improvements in an amount not to exceed \$20,000.

BACKGROUND:

The City of Gautier owns a parcel of land (approximately 2.5 acres) along Lark Drive, adjacent to Buddy Davis Park. Buddy Davis Park is owned by Jackson County but operated by the City of Gautier. The city desires to develop a conceptual master plan for the city-owned, 2.5-acre parcel, to attract more community and recreational activities to the underutilized park. The master plan amenities are anticipated to include: playground, splash pad, basketball courts, tennis/pickleball courts, fencing, sidewalks and parking improvements.

DISCUSSION:

Heflin Engineering will provide the City of Gautier with a conceptual master plan design for Buddy Davis Park in an amount not to exceed \$20,000. Heflin Engineering will meet with the city representative to determine the program elements, design objectives, limitations, and criteria, as well as prepare supporting conceptual drawings, renderings, sketches, conceptual opinion of probable cost (OPC), and the review of conceptual design deliverables.

If the City of Gautier chooses to proceed with the project beyond conceptual design, compensation for preliminary design, final design, geotechnical investigation, and bidding, contracting & construction phase services shall be determined at a future date and will require additional approval by City Council.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Heflin Engineering for work associated with the conceptual design of Buddy Davis Park improvements in an amount not to exceed \$20,000.

The City Council may:

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

ATTACHMENTS:

1. Professional Services Agreement_for city signature

AGREEMENT
FOR
PROFESSIONAL SERVICES

* * * * *

THIS IS AN AGREEMENT made between CITY OF GAUTIER, MISSISSIPPI (hereinafter called OWNER) and HEFLIN ENGINEERING, LLC (hereinafter called ENGINEER). OWNER intends to construct various improvements to a city-owned parcel of land adjacent to Buddy Davis Park (hereinafter called the Project) in Gautier, Mississippi; and ENGINEER intends to provide certain professional services related to Design and Construction Phase services for construction of the improvements.

SECTION 1 - SERVICES OF ENGINEER

The City of Gautier owns a parcel of land (approximately 2.5 acres) along Lark Drive, adjacent to Buddy Davis Park. Buddy Davis Park is owned by Jackson County but operated by the City of Gautier. The City of Gautier desires to retain the services of the ENGINEER to develop a conceptual master plan for the city-owned 2.5 acre parcel, and then perform detailed design and construction administration of the project as funding allows. Master plan amenities are anticipated to include:

- Playground
- Splash pad
- Basketball courts
- Tennis/pickleball courts
- Fencing
- Sidewalks
- Parking improvements

The ENGINEER proposes to provide professional services related to the Project as follows:

Conceptual Design Phase

Upon execution of this Agreement, the Conceptual Design Phase shall begin and the ENGINEER will:

1. Meet with the OWNER to determine program elements, including design objectives, limitations, and criteria; site, space, people, and equipment requirements; and condition of existing facilities.
2. Prepare a conceptual master plan.
3. Prepare supporting conceptual drawings, renderings, and sketches.
4. Prepare a conceptual Opinion of Probable Cost (OPC).
5. Review conceptual design deliverables with the OWNER.

Preliminary Design Phase

Upon approval of the Conceptual Design Phase, agreement on Compensation for the Phase, and written authorization to proceed, the Preliminary Design Phase shall begin, and the ENGINEER will:

1. Perform a topographic survey of the project.

2. Prepare design development drawings and details, including site plans and details.
3. Prepare preliminary specifications.
4. Prepare a preliminary Opinion of Probable Cost (OPC).
5. Review Preliminary Design drawings and OPC with the OWNER.

Final Design Phase

Upon approval of the Preliminary Design Phase, agreement on Compensation for the Phase, and written authorization to proceed, the Final Design Phase shall begin and the ENGINEER will:

1. Using the approved Preliminary Design Drawings, perform detailed final design of the project.
2. Prepare final construction drawings and details.
3. Prepare final project specifications.
4. Prepare contract documents for bidding.
5. Prepare an updated Opinion of Probable Cost (OPC).
6. Review final drawings, specifications, contract documents, and OPC with the OWNER.

Bidding, Contracting & Construction Phase

Upon authorization to advertise for bids, agreement on Compensation for the Phase, and written authorization to proceed, the ENGINEER will:

1. Prepare and issue an Advertisement for Bids.
2. Furnish copies of drawings, specifications, and contract documents for use by prospective bidders, material suppliers and other interested parties but may charge them for the reasonable cost of the copies.
3. Maintain a list of planholders.
4. Prepare and issue addenda as necessary to provide clarification or responses to prospective bidders' requests for information.
5. Attend the bid opening, review the bids for completeness and accuracy, tabulate the bid proposals, evaluate the bids with the OWNER, and make recommendations to the OWNER for awarding the contract for construction.
6. Assemble and furnish five (5) sets of specifications and contract documents for execution by the OWNER and the contractor.
7. Conduct a pre-construction meeting with the OWNER and contractor.
8. Prepare a Notice to Proceed.
9. Review and approve, for conformance with the design concept, any necessary shop drawings furnished by the contractor.
10. Provide general engineering review of the work as construction progresses to ascertain that the contractor is conforming with the design concept and specifications. The ENGINEER's undertaking hereunder shall not relieve the contractor of obligations to perform the work, nor make the ENGINEER an insurer of the contractor's performance, nor impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
11. Review the contractor's applications for payment and change orders and make recommendations to the OWNER.
12. Upon completion of the Project, prepare a complete set of Record Drawings conforming to the information furnished to the ENGINEER by the contractor.
13. Upon completion of the Project, assist the OWNER with closeout of the construction contract.

Geotechnical Investigation

The ENGINEER will perform a geotechnical investigation of the subsurface conditions, including the following:

1. Perform soil borings of quantities and depths as follows:
 - a. [To Be Determined]
2. Obtain samples at approximate 3-ft intervals of depth.
3. Perform a field classification of the soil samples.
4. Perform a laboratory analysis of the soils to investigate strengths, classifications, and volume change properties.
5. Prepare a geotechnical report of the findings with recommendations for site preparation, earthwork construction, and foundation design and construction.

SECTION 2 - OWNER'S RESPONSIBILITIES

1. The OWNER will provide all criteria and full information as to his/her requirements for the Project.
2. The OWNER will assist the ENGINEER by providing any and all information which the OWNER has compiled or has available that is pertinent to the Project.
3. The OWNER will arrange for access to and make all provisions for the ENGINEER to enter upon properties as required for the rendering of services under this Agreement.
4. Any grant application/administration will be the responsibility of the OWNER.

SECTION 3 - COMPENSATION TO THE ENGINEER

For rendering the services described in SECTION 1, the OWNER will compensate the ENGINEER in accordance with the following:

1. The ENGINEER agrees that the total amount of compensation for services rendered in accordance with the aforementioned provisions will not exceed the amounts in the following table, provided that the scope of services does not exceed that described in SECTION 1.

TASK	AMOUNT
Conceptual Design Phase	\$20,000
Preliminary Design Phase*	TBD
Final Design Phase*	TBD
Geotechnical Investigation*	TBD
Bidding, Contracting & Construction Phase*	TBD
Total	\$20,000

*If the OWNER chooses to proceed with the Project beyond Conceptual Design, compensation for Preliminary Design, Final Design, Geotechnical Investigation, and Bidding, Contracting & Construction Phase Services shall be determined at a future date, and shall require approval by City Council.

2. The OWNER will make monthly payments to the ENGINEER for services rendered and invoiced in accordance with the aforementioned compensation provisions. The OWNER

- will make payment to the ENGINEER within thirty (30) days of the date of the ENGINEER's invoice.
3. The terms of compensation shall not be altered except by mutual agreement of OWNER and ENGINEER.

SECTION 4 - OTHER CONSIDERATIONS

1. This Agreement may be terminated by either party, at any time, for any reason, upon written notice to the terminated party.
2. This Agreement will be subject to the laws of the State of Mississippi.
3. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives of such other party in respect of the terms of this Agreement.
4. All documents prepared or furnished by the ENGINEER pursuant to this Agreement are instruments of service of the Project and the ENGINEER will retain an ownership and property interest therein whether or not the Project is completed. The OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project; however, such documents are not intended or represented to be suitable for reuse by the OWNER on extensions of the Project or any other project.
5. OWNER and ENGINEER acknowledge that the ENGINEER's scope of services does not include any services related to hazardous materials, including but not limited to asbestos, lead-based materials, or toxic materials. If hazardous materials are encountered at the project site, or should it become known that such materials may be present at the project site, the ENGINEER may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the OWNER retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials in accordance with applicable laws and regulations.
6. The OWNER will furnish to ENGINEER information identifying the type and location of underground utilities.

SECTION 5 - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided for additional compensation UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Boundary surveys, detailed description of sites, maps, drawings, or related estimates; assistance in negotiating for land and easement rights.
2. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.
3. Appearances before courts or boards on matters of litigation, or hearings related to the project.
4. Preparation of environmental assessments or environmental impact statements.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of this the _____ day of _____, 20____.

OWNER:
City of Gautier, Mississippi

ENGINEER:
Heflin Engineering, LLC

Paula Yancey
City Manager



Austin Moore, P.E.
President

Attest:



Josh Broome, P.E.
Vice President

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

Council Meeting:

December 6, 2022

Title:

Authorization to acknowledge bids and award the contract for the Town Commons Park Amphitheater to Fletcher Construction Company, Inc.

Introduced by:

Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to acknowledge receipt of two bids for the Town Commons Park Amphitheater and to award the contract for the base bid only to the lowest and best bidder, Fletcher Construction Company, Inc., in an amount not to exceed \$4,135,000.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier has requested bids for construction of the Town Commons Park Amphitheater; and

WHEREAS, due to the nature of the work, this project will be completed in multiple phases; and

WHEREAS, on October 27 2022, two (2) bids were open and received, both of which are hereby acknowledged; and

WHEREAS, Allred Stolarski Architects performed a complete review of the bids and recommends awarding the base bid contract to Fletcher Construction Company, Inc., in an amount not to exceed \$4,135,000; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve the attached contract with Fletcher Construction Company, Inc., for the construction of the Town Commons Park Amphitheater, in an amount not to exceed \$4,135,000.00; and

WHEREAS, the Mayor and Council Members hereby find that Fletcher Construction Company, Inc, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Fletcher Construction Company, Inc, for the Town Commons Park Amphitheater Project is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/17/2022
Subject: Authorization to Acknowledge Bids and Award Contract for Town Commons Amphitheater

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of two bids for the Town Commons Amphitheater and award a contract for the base bid only to the low bidder, Fletcher Construction Company, Inc., in an amount not to exceed \$4,135,000.

BACKGROUND:

The City of Gautier approved the Town Commons Park design concept, as presented by Seymour Engineering at the May 21, 2019, council meeting, on June 4, 2019. Due to the nature of the work, this project will be completed in multiple phases.

Phase I (completed in June 2022) included site work, water/sewer, drainage, parking, sidewalks, open lawn, etc.

DISCUSSION:

The recommendation is to award the base bid only. The contract award is for the construction of the amphitheater and two restroom facilities. Additive alternates are not recommended at this time. Additive Alternate 1 was for two additional restroom buildings; Additive Alternate 2 was for a concession building; and Additive Alternate 3 was for construction of a concrete wall.

Two bids for this project were received and opened on October 27, 2022. Allred Stolarski Architects performed a complete review of the bids and recommends awarding the contract to Fletcher Construction Company, Inc., in an amount not to exceed \$4,135,000.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of two bids for the Town Commons Amphitheater and award a contract for the base bid only to Fletcher Construction Company, Inc., in an amount not to exceed \$4,135,000.

The City Council may:

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

ATTACHMENTS:

1. Gautier Amphitheater-Letter of Recommendation
2. City of Gautier Amphitheater Bid Tab

October 31, 2022

City of Gautier
3330 Hwy 90
Gautier, MS 39553

Attn: Paula Yancey, City Manager

Re: Gautier Town Commons Amphitheater
Gautier, Mississippi

Dear Ms. Yancey:

Please find enclosed the Certified Bid Tabulation, for the above referenced project for your records.

I have reviewed the bid documents, and everything appears to be in order. We have received no protests, claims of error or requests for withdrawal of quotes.

Based on the bids received, we recommend that the project be awarded to the low bidder, Fletcher Construction Co., Inc., of Pascagoula, Mississippi, for the Base Bid amount of \$4,135,000.00.

Respectfully submitted,



John Stolarski, AIA

:jrp

Enclosure

Cc: April Stennett, Grants and Projects Director

BID TABULATION

CITY OF GAUTIER
GAUTIER TOWN COMMONS AMPHITHEATER

**allred
stolarski
architects**

Bid Date: October 27, 2022 @ 2:00pm, local time

ASA Project Number: 2021-17

City Hall, City of Gautier
3330 Highway 90, Gautier, MS 39533

BIDDER	CERT. OF RESP. NUMBER	BID BOND	BASE BID	Alternate #1 Restroom Buildings	Alternate #2 Concession Stand Building	Alternate #3 Concrete Block Wall	BASE BID Days	ALT#1 Days	ALT#2 Days	ALT#3 Days
Colony Construction, LLC Hattiesburg, MS 39402	22669-MC	5%	\$4,430,000.00	\$440,000.00	\$565,000.00	\$95,000.00	365	60	60	60
Fletcher Construction Co., Inc. Pascagoula, MS	01406-MC	5%	\$4,135,000.00	\$625,000.00	\$635,000.00	\$235,000.00	420	30	30	30

CERTIFIED TO BE A TRUE AND ACCURATE TABULATION OF ALL
BIDS RECEIVED, TO THE BEST OF MY KNOWLEDGE AND BELIEF.


10/28/2022
Date



AIA Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh day of November In the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Gautier

3330 Highway 90

Gautier, MS 39533

and the Contractor:

(Name, legal status, address and other information)

Fletcher Construction Co., Inc.

3331 Shortcut Road

Pascagoula, MS 39581

for the following Project:

(Name, location and detailed description)

City Of Gautier

Gautier Town Commons Amphitheater

The Architect:

(Name, legal status, address and other information)

Allred Stolarski Architects, PA

711 Church Street

Ocean Springs, MS 39564

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	TERMINATION OR SUSPENSION
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Commencement will be fixed in a Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Four Hundred Twenty (420) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work

Substantial Completion Date

Base Bid

420 Calendar Days

, subject adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Contractor shall pay to Owner, as liquidated damages, a sum of One Thousand Dollars and 00/100 Cents (\$1,000.00) per day, for each calendar day of delay for the Project and or until the actual date of Substantial Completion of the Project.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million One Hundred Thirty-Five Thousand and NO/100 (\$4,135,000.00).

subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

N/A

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price (\$0.00)

Contingency Allowance

\$120,000.00

Removal of Unsuitable Soils Allowance:

1. Include the following amount in the Base Bid, for inclusion in the Contract Sum in addition to Work indicated on Drawings and specified herein:

a. Allow for 1,000 CY (plan measure) of over excavation of unsuitable material and backfill with select fill.

Actual quantity of unsuitable material shall be field verified by Architect/Engineer.

b. Over excavation & backfill in this allowance is over and above the amounts of 900 CY (plan measure) called out on the structural drawings to also be included in the Base Bid.

Electrical Service Allowance:

1. In addition to the work shown on the contract documents, include in the Base Bid contract amount the following lump sum contingency allowance amount: Thirty Thousand Dollars (\$30,000) for installation of utility conduits, primary conductors and pad mounted transformers.

2. Contractor shall include the following allowance and be responsible for coordination of the utility work related to the electrical service for the new Amphitheater and support buildings. This allowance shall cover the Work to be directly performed by Singing River Electric Power Association. This allowance does not include transformer pad, secondary

service from the transformer to the building, or any contractor mark-up, overhead, or any indirect costs. Any unused portion of the allowance will be credited back to the contract.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Payments are due and payable in accordance with Mississippi law, and the Owner shall make payments of undisputed amounts following approval by the Owner on the next regular claims docket following receipt of a properly submitted invoice.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™ 207, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Fivepercent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Reduction on any contract described herein, of which the total amount in Two Hundred Fifty Thousand Dollars (\$250,000) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50% of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2-1/2%).

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Payments are due and payable in accordance with Mississippi law, and undisputed amounts shall be paid following approval by the Owner on the next regular claims docket following receipt of a properly submitted invoice.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL RECOMMENDER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Recommender.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Recommender, if other than the Architect.)

§6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:
(Name, address and other information)

City of Gautier
3330 Highway 90
Gautier, MS 39533

§ 8.4 The Contractor's representative:
(Name, address and other information)

Fletcher Construction Co., Inc.
3311 Shortcut Road
Pascagoula, MS 39581

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	See Attachment #1		

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
	See Attachment #1		

§9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
	See Attachment #1	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
	See Attachment #1	

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount

Performance Bond, Payment Bond and Insurance as required under Supplementary conditions, Article 11

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

ATTACHMENT #1

ADDENDA

#1 DATED OCTOBER 10, 2022 – 14 PAGES

#2 DATED OCTOBER 19, 2022 – 19 PAGES

#3 DATED OCTOBER 24, 2022 – 17 PAGES

CLARIFICATION #1 DATED OCTOBER 25, 2022

ADVERTISEMENT FOR BIDS

FORM OF PROPOSAL

1/3

NON-COLLUSION/DEBARMENT AFFIDAVIT

1/2

DIVISION 0 BIDDING REQUIREMENTS

1/6

STANDARD FORM OF AGREEMENT - AIA A101

1/8

GENERAL CONDITIONS OF THE CONTRACT - AIA A201

1/38

PERFORMANCE BOND - AIA A312

1/4

PAYMENT BOND – AIA 312

1/4

BID BOND - AIA A310

1/2

DIVISION 1 GENERAL REQUIREMENTS

1/11

01.402 SPECIAL INSPECTIONS AND TESTING

01.720 CONSTRUCTION LAYOUT

DIVISION 2 SITE WORK

02.010 GEOTECHNICAL INVESTIGATION

02.050 DEMOLITION

02.060 SELECTIVE DEMOLITION

02.110 CLEARING AND GRUBBING

02.123 EXCAVATING, GRADING AND FILL

02.125 TEMPORARY EROSION CONTROL

02.134 GEOTEXTILE FABRIC FOR UNDERSEAL

02.211 GRANULAR BASE COURSE (LIMESTONE)

02.300 EARTHWORK – STRUCTURAL

02.361 TERMITE CONTROL

02.920 LAWNS AND GRASSES

DIVISION 3 CONCRETE

03.100 CONCRETE FORMWORK

03.200 CONCRETE REINFORCEMENT

03.300 CONCRETE CAST-IN-PLACE CONCRETE

03.600 NON-SHRINK GROUTING

DIVISION 4 MASONRY

04.100 MORTAR

04.150 MASONRY ACCESSORIES

04.201 GROUNDFACE UNIT MASONRY

04.220 STRUCTURAL CONCRETE MASONRY

04.810 UNIT MASONRY

DIVISION 5 METALS

05.120 STRUCTURAL STEEL

05.210 STEEL JOISTS

05.310 STEEL DECK

05.500 METAL FABRICATIONS

DIVISION 6 CARPENTRY

06.100 ROUGH CARPENTRY

06.200 INTERIOR FINISH CARPENTRY

06.250 WOOD CLADDING SYSTEM

06.300 PRESERVATIVE TREATMENT

06.402 INTERIOR ARCHITECTURAL WOODWORK

06.650 QUARTZ SOLID SURFACE

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07.100 UNDERSLAB VAPOR BARRIER

07.130 COMPOSITE SHEET WATERPROOFING

07.143 POLYESTER REINFORCED FLASHING & SEALANT

07.175 SEALER FOR EXTERIOR MASONRY

07.180	CLEAR CONCRETE FLOOR SEALER
07.190	ROOF AND WALL UNDERLAYMENT
07.191	THRU-WALL MEMBRANE FLASHING
07.200	BUILDING INSULATION
07.212	RIGID ROOF INSULATION
07.214	FOAMED IN PLACE MASONRY WALL INSULATION
07.270	LIQUID APPLIED MEMBRANE
07.400	PREFORMED METAL WALL PANELS
07.460	FIBER CEMENT SIDING, FASCIA, SOFFIT & TRIM
07.600	FLASHING AND SHEET METAL
07.920	SEALANTS AND CAULKING
07.950	EXPANSION CONTROL
DIVISION 8	DOORS AND WINDOWS
08.100	HOLLOW METAL DOORS AND FRAMES
08.200	WOOD DOORS
08.310	ACCESS DOORS AND PANELS
08.335	OVERHEAD COILING COUNTER DOORS
08.360	OVERHEAD ROLLING DOORS
08.710	DOOR HARDWARE
08.800	GLAZING
DIVISION 9	FINISHES
09.100	METAL SUPPORT ASSEMBLIES
09.206	STUCCO (MASONRY EXT. COATING)
09.255	GYPSON BOARD ASSEMBLIES
09.511	ACOUSTICAL TILE CEILINGS
09.651	RESILIENT FLOORING
09.900	PAINTING
DIVISION 10	SPECIALTIES
10.162	SOLID PLASTIC TOILET PARTITIONS
10.200	LOUVERS
10.280	ELECTRIC HAND DRYERS
10.430	METAL LETTERS AND EXTERIOR LOGO
10.440	INTERIOR SIGNAGE
10.520	FIRE PROTECTION ACCESSORIES
10.800	TOILET ACCESSORIES
DIVISION 11	EQUIPMENT – NOT APPLICABLE
DIVISION 12	FURNISHINGS
12.210	WINDOW BLINDS
DIVISION 13	SPECIAL CONSTRUCTION – NOT APPLICABLE
DIVISION 14	CONVEYING SYSTEM
14.200	WHEELCHAIR LIFTS
DIVISION 15	MECHANICAL
15010	MECHANICAL GENERAL PROVISIONS
15020	MECHANICAL CLOSE-OUT REQUIREMENTS
15030	DEMONSTRATION AND TRAINING FOR MECHANICAL SYSTEMS
15050	BASIC MECHANICAL MATERIALS AND METHODS
15060	HANGERS AND SUPPORTS
15070	MECHANICAL SOUND AND VIBRATION CONTROL, AND WIND RESTRAINT
15075	MECHANICAL IDENTIFICATION
15080	DUCT INSULATION
15081	PIPING AND EQUIPMENT INSULATION
15110	VALVES
15170	REFRIGERANT PIPING
15400	PLUMBING
15450	ELECTRIC, DOMESTIC-WATER HEATERS
15731	SPLIT-SYSTEM AIR-CONDITIONERS
15732	DUCTED AND DUCTLESS SPLIT-SYSTEM VRF HEAT PUMPS

15755	DEHUMIDIFIERS
15810	METAL DUCTS
15820	AIR DUCT ACCESSORIES
15830	HVAC POWER VENTILATORS
15865	AIR PURIFICATION SYSTEM
15900	CONTROLS AND INSTRUMENTATION
15950	TESTING, ADJUSTING AND BALANCING FOR HVAC
DIVISION 16	ELECTRICAL
16010	BASIC ELECTRICAL REQUIREMENTS
16050	BASIC ELECTRICAL MATERIALS AND METHODS
16060	GROUNDING AND BONDING
16120	LOW-VOLTAGE CONDUCTORS (600 VOLT AC)
16130	RACEWAYS, FITTINGS AND SUPPORTS
16140	WIRING DEVICES
16440	DISCONNECTS
16445	PANELBOARDS
16500	LIGHTING
16717	COMMUNICATIONS HORIZONTAL CABLING

DRAWINGS

G101 LIFE SAFETY STIE PLAN, CODE ANALYSIS AND DETAILS
 G102 STAGE, AND RESTROOM BUILDINGS LIFE SAFETY PLAN
 C001 CIVIL SITE PLAN - REMOVAL
 C002 PROPOSED CIVIL SITE PLAN
 C003 PROPOSED CIVIL SITE PLAN
 C004 CIVIL DETAILS
 S100A STRUCTURAL GENERAL NOTES - A
 S100B STRUCTURAL GENERAL NOTES - B
 S101A SCHEDULE OF SPECIAL INSPECTIONS - A
 S101B SCHEDULE OF SPECIAL INSPECTIONS - B
 S102 FOUNDATION FRAMING PLAN - RESTROOMS
 S103 FND FRAMING PLAN- AMPHITHEATER & STAGE BLDG
 S104 ROOF FRAMING PLAN - RESTROOMS
 S105 ROOF FRAMING PLAN - STAGE BUILDING
 S106 ROOF FRAMING PLAN - AMPHITHEATER
 S107 STAGE RIGGING FRAMING PLAN - AMPHITHEATER
 S108 FND & ROOF FRAMING PLAN - CONCESSION BLDG
 S109 CMU DETAILS
 S201 FOUNDATION DETAILS
 S202 FOUNDATION DETAILS
 S203 FOUNDATION DETAILS
 S204 FOUNDATION DETAILS
 S205 FOUNDATION DETAILS
 S206 FOUNDATION DETAILS
 S301 STEEL DETAILS
 S302 STEEL DETAILS
 S303 STEEL DETAILS
 S304 STEEL DETAILS
 S305 STEEL DETAILS
 S306 STEEL DETAILS
 S307 STEEL DETAILS
 S308 STEEL DETAILS
 S309 STEEL DETAILS
 S310 STEEL DETAILS
 S311 STEEL DETAILS
 S401 COLUMN SCHEDULE AND DETAILS
 S402 COLUMN DETAILS
 S501 WOOD DETAILS
 S502 WOOD DETAILS

S503 WOOD DETAILS
 S504 WOOD DETAILS
 S505 WOOD DETAILS
 A001 ARCHITECTURAL SITE PLAN, ALT# 1, 2 & 3
 A100 ENLARGED YARD & ENTRY PORTAL PLANS
 A101A ENLARGED AMPHITHEATER PLAN - BASE BID
 A101B ENLARGED STAGE AND SUPPORT AREA ALT#3
 A102 STAGE BUILDING FLOOR PLANS
 A103 STAGE BUILDING DIMENSION PLAN
 A104 STAGE BUILDING RCP
 A105 ROOF PLANS & DETAILS
 A106 RESTROOM FLOOR PLANS
 A107 RESTROOMS ROOF PLAN AND RCP
 A108 STAGE ELEC. & STORAGE BLDG PLAN, ELEVATIONS, & SECTIONS
 A109 FINISH PLANS, KEY AND SCHEDULE
 A110 CONCESSION STAND FLOOR PLAN AND RCP - ALTERNATE #2
 A201 STAGE BUILDING EXTERIOR ELEVATIONS
 A202 STAGE BUILDING EXTERIOR ELEVATIONS
 A203 RESTROOM EXTERIOR ELEVATIONS
 A204 SENSORY RESTROOM ELEVATIONS
 A205 CONCESSION STAND ELEVATIONS - ALTERNATE #2
 A206 CONCESSION STAND SECTION, DETAILS, AND SCHEDULE - ALTERNATE #2
 A301 STAGE BUILDING SECTIONS
 A302 STAGE BUILDING SECTION
 A303 RESTROOM BLDG SECTIONS
 A304 STAGE BUILDING WALL SECTIONS
 A305 STAGE BUILDING WALL SECTIONS
 A306 RESTROOM WALL SECTIONS
 A307 RESTROOM WALL SECTIONS
 A308 BUILDING DETAILS
 A309 FENCE, GATE, AND ENCLOSURE DETAILS
 A401 ENLARGED PLANS
 A402 INTERIOR ELEVATIONS
 A404 INTERIOR ELEVATIONS
 A405 LOADING DOCK ENLARGED PLAN AND SECTIONS
 A501 SCHEDULES & TYPES
 A502 OPENING DETAILS
 A601 STAGE BUILDING ROOF DETAILS
 A602 STAGE ROOF DETAILS
 A603 STAGE ROOF DETAILS
 A604 WOOD ROOF DETAILS
 M001 MECHANICAL ABBREVIATIONS, LEGEND AND NOTES
 M101 BUILDING MECHANICAL PLANS
 M102 BUILDING MECHANICAL PIPING AND CONTROL PLANS
 M501 MECHANICAL DETAILS
 M601 MECHANICAL SCHEDULES
 P001 PLUMBING ABBREVIATIONS, LEGEND AND NOTES
 P101 STAGE BUILDING WASTE AND VENT PLAN
 P102 RESTROOM BUILDINGS WASTE AND VENT PLANS
 P103 STAGE AND RESTROOM BUILDINGS WATER PLANS
 P501 PLUMBING DETAILS
 P601 PLUMBING SCHEDULES
 E000 ELECTRICAL LEGEND AND LUMINAIRE SCHEDULE
 E001 ELECTRICAL DETAILS
 E101 ELECTRICAL SITE PLAN
 E201 LIGHTING PLAN - AMPHITHEATER
 E202 POWER & COMMUNICATIONS PLAN - AMPHITHEATER
 E203 MECHANICAL SYSTEMS PLAN - AMPHITHEATER
 E301 LIGHTING, POWER & SYSTEMS PLAN - RESTROOM

E302 LIGHTING, POWER & SYSTEMS PLAN - CONCESSION BUILDING
E401 PANEL SCHEDULES

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

Council Meeting:
Title:

December 6, 2022
Approval of Task Order 6 for Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 317

Summary Explanation: Approval of Task Order 6 for Professional Services Agreement with Seymour Engineering for work associated with the Town Commons Park Project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier previously entered into a Professional Services Agreement with Seymour Engineering (Task Order format); and

WHEREAS, proposed Task Order Agreement No. 6 is for a total of \$311,837.72 (which includes a credit from Task Order 3 in the amount of \$81,662.28) for amphitheater architectural/engineering design, bidding, construction administration, and resident project representation; and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order 6 to the agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that Task Order No. 6 is hereby approved and authorized.

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

Motion was made by **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 December 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/28/2022
Subject: Town Commons Park – Professional Services Agreement (Task Order 6 with Seymour Engineering)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project, with work to be administered through individual task orders. The department seeks authorization for Task Order No. 6 not to exceed \$311,837.72.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, a water feature, pickleball courts, etc. Phase 1, which is now complete, included site work, parking, sidewalks, and other infrastructure.

DISCUSSION:

This agreement is formatted in Task Order agreements due to the nature of the work and the need to phase the work. Task Order No. 6 reflects a credit from Task Order No. 3, which was based on an original construction budget of \$3,000,000. Since the Phase I infrastructure contract came in under budget, a credit was issued in the amount of \$81,662.28.

Task Order No. 6 is for a total of \$311,837.72 (which includes the credit) for Town Commons amphitheater architectural/engineering design, bidding, construction administration, and resident project representation.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Town Commons Park Project and approve Task Order Agreement No. 6.

The City Council may:

1. Approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 6, as presented; or
2. Not approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 6, as presented.

ATTACHMENTS:

1. Town Center TO#6



Task Order Agreement No. 6

Town Center Development

• Original Budget - \$3,000,000.00	Design Fee \$289,900.00
• Actual Construction – \$2,047,475.49	Design Fee <u>\$208,237.72</u>
	Design Fee Credit (\$ 81,662.28)

Lump Sum –	\$393,500.00
(-) Credit –	<u>\$ 81,662.28</u>
Total	\$311,837.72

Paula Yancey **Date**
City Manager

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

Council Meeting:
Title:

December 6, 2022
Authorization to enter into a Memorandum of Understanding (MOU) with Jackson County for the Jackson County Animal Shelter Water Distribution System

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to enter into an Memorandum of Understanding (MOU) with Jackson County for the Jackson County Animal Shelter Water Distribution System

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier and Jackson County desire to enter into an agreement in which Jackson County and the City will work together to complete and Jackson County Animal Shelter Water Distribution System; and

WHEREAS, the Jackson County Board of Supervisors is authorized, in its discretion, to provide county equipment, manpower, and other county services and resources to municipalities within the County pursuant to House Bill 35 (2022 Regular Session); and

WHEREAS, this memorandum will provide the framework for any future binding contract regarding the Jackson County Animal Shelter Water Distribution System; and

WHEREAS, a Memorandum of Understanding is required before the project can move forward; and

WHEREAS, the estimated total cost of the project is \$478,238.25, with the cost to be paid by the City in the amount of \$86,938.25; and

WHEREAS, the County will provide funds for the project in an amount up to \$391,300.00 on a reimbursable basis; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Memorandum of Understanding would be in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a Memorandum of Understanding (MOU) with Jackson County for the Jackson County Animal Shelter Water Distribution System is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

MEMORANDUM OF UNDERSTANDING
BETWEEN JACKSON COUNTY, MISSISSIPPI AND
THE CITY OF GAUTIER, MISSISSIPPI
FOR ASSISTANCE WITH AUDUBON LANE WATER MAIN

WHEREAS, the Board of Supervisors of Jackson County, Mississippi (“County”) is authorized, in its discretion, to provide county equipment, manpower and other county services and resources to municipalities within the County pursuant to House Bill 35 (2002 Regular Session); and

WHEREAS, assisting the City of Gautier (“City”) with the installation of a water main down Audubon Lane (the “Project”) is in the best interest of the citizens and taxpayers of Jackson County in that it will provide was service to the Jackson County Animal Shelter and Jackson County Soccer Complex; and

WHEREAS, the County and the City desire to enter into a Memorandum of Understanding regarding assistance with installation of a water main down Audubon Lane within the City, as permitted pursuant to House Bill 35 (Legislative Session 2022), subject to the following terms and conditions:

1. The estimated total Project cost is Four Hundred Seventy-Eight Thousand Two Hundred Thirty-Eight and 25/100 Dollars (\$478,238.25).
2. The City shall employ and pay for the cost of engineering, permitting, and construction administration for said work.
3. The City shall be responsible for obtaining required easements from adjacent landowners.
4. The City shall pay for construction related to the directional bore of the water main under High 90, from the south side to the north side, at the start of Audubon Lane.

5. The cost to be paid by the City is Eighty-Six Thousand Nine Hundred and 00/100 Dollars (\$86,900.00).

6. The County will provide funds for the Project in an amount up to Three Hundred Ninety-One Thousand Three Hundred and 00/100 Dollars (\$391,300.00) to the City for the remaining portions of Project construction on a reimbursement basis.

7. The City shall request payment of funds from for the County share of project costs on a reimbursement basis (“Reimbursement Requests”). The City shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by the County. All Reimbursement Requests for time periods ending September 30 of any year during the term of this MOU shall be submitted no later than October 31 of that same year. The County will pay all properly-documented Reimbursement Requests within forty-five (45) days after County’s receipt of the same, except for any amounts disputed by the County in good faith. Reimbursement Requests shall be sent to County Administrator, Jackson County, Mississippi.

8. The City does hereby certify the funds it receives from the County shall be used exclusively for the Project.

This document constitutes the entire agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing by both parties.

SO AGREED, on the respective dates provided below.

JACKSON COUNTY, MISSISSIPPI

BY: _____
Randy Bosarge, President
Jackson County Board of Supervisors

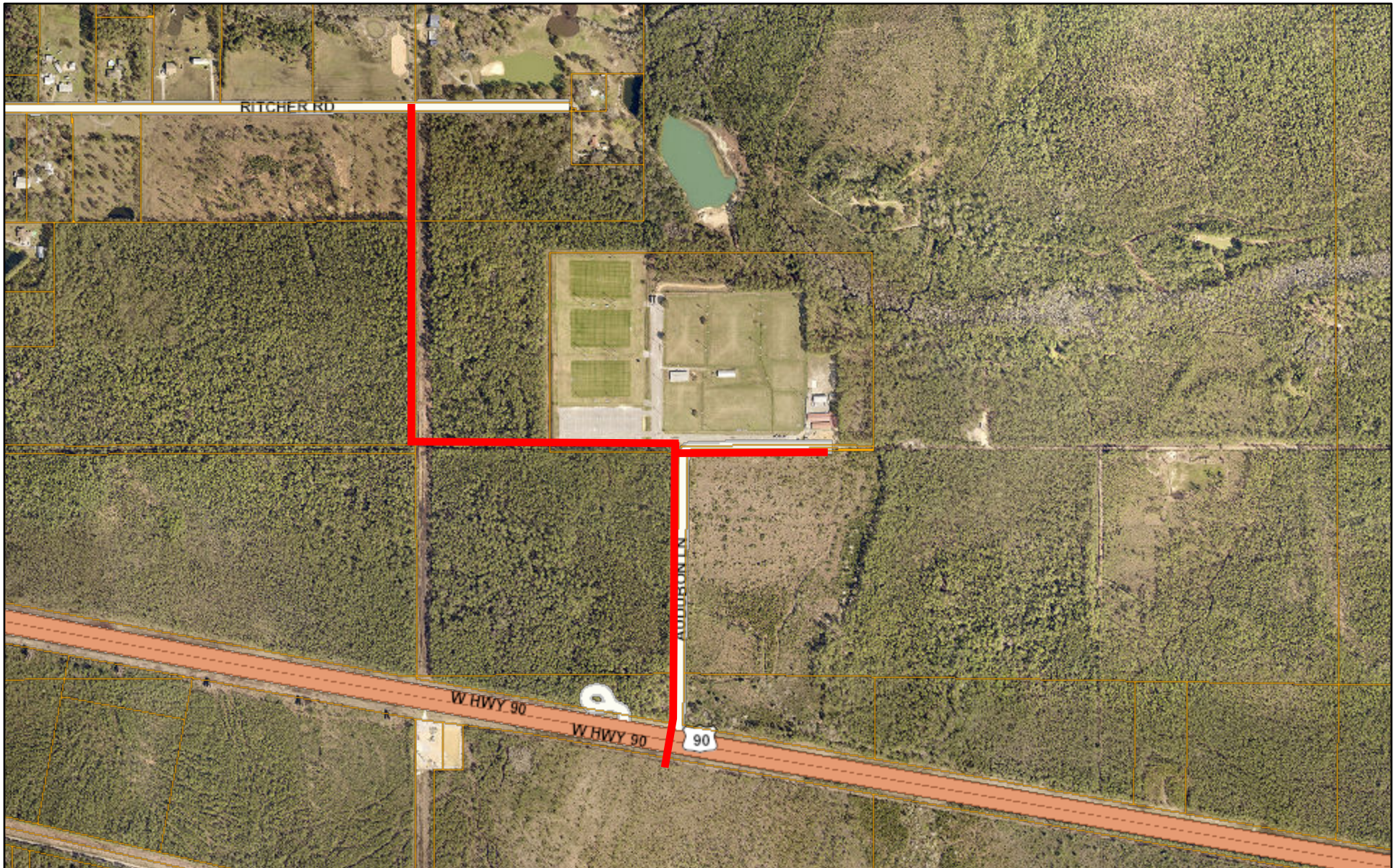
Date: _____

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Casey Vaughan, Mayor
City of Gautier, Mississippi

Date: _____

Audubon Ln Water Main - Final Route

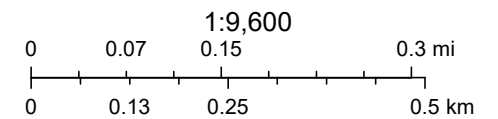


November 15, 2022

- Parcels
- PrimaryRoads
- Major
- CenterLines



Proposed Water Main Route



Jackson County GIS , 1

Project: Jackson County Animal Shelter Water Main				
Date: 10/25/2022				
Preliminary Opinion of Probable Cost				
<u>Pay Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
<u>ORIGINAL QUANTITY</u>				
Mobilization	LS	1	\$25,000.00	\$25,000.00
Erosion Control Measures	LS	1	\$4,000.00	\$4,000.00
6" C900 Open Cut	LF	4321	\$40.00	\$172,840.00
6" C900 Dir. Bore	LF	1517	\$75.00	\$113,775.00
6" Gate Valve (Including Box & Pad)	EA	3	\$1,650.00	\$4,950.00
6" Degree Ductile Iron Fitting (45,22,11....)	EA	16	\$700.00	\$11,200.00
New Fire Hydrant Assembly (Incl. Valve & Pad)	EA	2	\$5,000.00	\$10,000.00
6" Hot Tapping Sleeve and Valve Assembly	EA	1	\$6,000.00	\$6,000.00
Size "610" Limestone	CY	40	\$120.00	\$4,800.00
Select Fill (Class 9)	CY	250	\$20.00	\$5,000.00
Hydroseed and Fertilize	SY	2000	\$2.50	\$5,000.00
Geotextile Fabric	SY	250	\$5.50	\$1,375.00
Class B, Minor Concrete Structures (Thrust Blocks)	CY	5	\$1,750.00	\$8,750.00
<u>Pay Items for Hwy 90 Bore</u>				
Mobilization	LS	1	\$5,000.00	\$5,000.00
10" Gate Valve (Including Box & Pad)	EA	1	\$1,000.00	\$1,000.00
18" Steel Pipe, Jacked or Bored	LF	155	\$325.00	\$50,375.00
12" x 10" Hot Tapping Sleeve & Valve Assembly	EA	1	\$5,000.00	\$5,000.00
10"x10" Ductile Iron Tee	EA	1	\$1,000.00	\$1,000.00
10"x6" Ductile Iron Reducer	EA	1	\$1,000.00	\$1,000.00
10" C900 Pressure Pipe	LF	215	\$60.00	\$12,900.00
Erosion Control Measures	LS	1	\$2,500.00	\$2,500.00
Traffic Control	LS	1	\$4,000.00	\$4,000.00
		Total Hwy. 90 Bore Cost =		\$82,775.00
			SUBTOTAL	\$455,465.00
			5% Contingency	\$22,773.25
			Total Project Cost	\$478,238.25

Rounded Figures (to 100's)

Total Hwy. 90 Bore Cost	= \$82,800
5% Contingency	= \$4,100
City of Gautier Share	= \$86,900
Remaining Items Cost	= \$372,700
5% Contingency	= \$18,600
Jackson Co Share	= 391,300
Total Project Cost	= \$478,200

CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet

Council Meeting:

December 6, 2022

Title:

Authorization to acknowledge bids, reject lowest bid, and award the contract for the Seacliffe Subdivision Roadway Improvement Project to Bottom 2 Top Construction, LLC.

Introduced by:

Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to acknowledge bids, reject lowest bid, and award the contract for the Seacliffe Subdivision Roadway Improvement Project to Bottom 2 Top Construction, LLC.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier has requested bids for the Seacliffe Subdivision Roadway Improvement Project; and

WHEREAS, on or before November 4, 2022, several bids were received by the City, all of which are hereby acknowledged; and

WHEREAS, a review of the lowest bid revealed substantive deficiencies, including the absence of proof of a Mississippi Contractors License, and absence of a Certification Regarding Debarment and Suspension; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the base bid contract with all alternates to Bottom 2 Top Construction, LLC as the lowest and best bidder, regardless of whether the lowest bid was disqualified and rejected; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve the base bid contract with all alternates to Bottom 2 Top Construction, LLC, in an amount not to exceed \$936,112.63; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Bottom 2 Top Construction, LLC, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the low bid is disqualified and rejected for the reasons stated above.

IT IS FURTHER ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the award and execution of a contract with Bottom 2 Top Construction, LLC, for the Seacliffe Subdivision Roadway Improvement Project is hereby authorized and approved as the lowest and best bidder.

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 December 6, 2022.

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 10:00 A.M. on November 4, 2022 for the following:

CITY OF GAUTIER SEACLIFFE SUBDIVISION ROADWAY IMPROVEMENT

These bids are invited to perform concrete road repair, as well as replacing manholes under the street in Gautier, Mississippi.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy. All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Matt Kirkland, P.E. and can be contacted at the listed address or at mkirkland@seymoureng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

CITY OF GAUTIER HEAD START DRAINAGE IMPROVEMENTS

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

CITY OF GAUTIER
SEACLIFFE SUBDIVISION ROADWAY IMPROVEMENTS
CONTRACTOR'S BID TABULATIONBid Opening: Friday, November 4, 2022, at 10:00 A.M. Central Time
Location: Gautier City HallContractor
Address
City, StateBottom 2 Top Construction, LLC
23272 Hwy. 49 Frontage Rd.
Saucier, MS 39574DNA Underground, LLC
16101 S Swan Road
Gulfport, MS 39503JE Talley Construction, Inc.
1711 Prospect Ave.
Pascagoula, MS 39567Graham Construction Company
8103 Barron Rd. PO Box 670
Escatawpa, MSJLB Contractors, LLC
21294 Johnson Road
Long Beach, MS 39560Jay Bearden Construction
P.O. Box 180428
Richland, MS 39218

Item. No.	Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID															
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00	\$ 37,500.00	\$ 37,500.00	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$ 60,000.00	\$ 100,000.00	\$ 100,000.00
2	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,750.00	\$ 18,750.00	\$ 7,000.00	\$ 7,000.00	\$ 70,000.00	\$ 70,000.00	\$ 20,000.00	\$ 20,000.00
3	Removal of Concrete Pavement, All Depths	3,700	SY	\$ 11.50	\$ 42,550.00	\$ 9.00	\$ 33,300.00	\$ 5.00	\$ 18,500.00	\$ 20.00	\$ 74,000.00	\$ 12.00	\$ 44,400.00	\$ 20.00	\$ 74,000.00
4	Geotextile Stabilization, Type IV	3,700	SY	\$ 3.24	\$ 11,988.00	\$ 3.00	\$ 11,100.00	\$ 7.50	\$ 27,750.00	\$ 4.00	\$ 14,800.00	\$ 5.00	\$ 18,500.00	\$ 3.50	\$ 12,950.00
5	Saw Cut Existing Concrete, All Depths	2,615	LF	\$ 11.50	\$ 30,072.50	\$ 3.00	\$ 7,845.00	\$ 10.00	\$ 26,150.00	\$ 13.00	\$ 33,995.00	\$ 10.00	\$ 26,150.00	\$ 12.00	\$ 31,380.00
6	Size "610" Crushed Stone Base	750	CY	\$ 87.45	\$ 65,587.50	\$ 107.00	\$ 80,250.00	\$ 156.25	\$ 117,187.50	\$ 85.00	\$ 63,750.00	\$ 130.00	\$ 97,500.00	\$ 65.00	\$ 48,750.00
7	6" Reinforced Cement Concrete Pavement, Broom Finish	3700	SY	\$ 80.50	\$ 297,850.00	\$ 119.00	\$ 440,300.00	\$ 82.50	\$ 305,250.00	\$ 98.00	\$ 362,600.00	\$ 80.00	\$ 296,000.00	\$ 72.00	\$ 266,400.00
8	Concrete Curb	800	LF	\$ 25.30	\$ 20,240.00	\$ 35.00	\$ 28,000.00	\$ 33.75	\$ 27,000.00	\$ 52.00	\$ 41,600.00	\$ 33.00	\$ 26,400.00	\$ 20.00	\$ 16,000.00
9	Construction Joints, Doweled	2615	LF	\$ 20.13	\$ 52,639.95	\$ 12.00	\$ 31,380.00	\$ 18.75	\$ 49,031.25	\$ 11.00	\$ 28,765.00	\$ 20.00	\$ 52,300.00	\$ 13.00	\$ 33,995.00
10	Expansion Joints, Without Dowels	1100	LF	\$ 13.80	\$ 15,180.00	\$ 8.00	\$ 8,800.00	\$ 12.50	\$ 13,750.00	\$ 11.00	\$ 12,100.00	\$ 14.50	\$ 15,950.00	\$ 5.00	\$ 5,500.00
11	Contraction Joints, Saw-Cut & Sealed	650	LF	\$ 10.35	\$ 6,727.50	\$ 10.00	\$ 6,500.00	\$ 18.75	\$ 12,187.50	\$ 6.00	\$ 3,900.00	\$ 11.00	\$ 7,150.00	\$ 8.00	\$ 5,200.00
12	Precast Manhole, Remove and Replace	2	EA	\$ 3,904.34	\$ 7,808.68	\$ 8,500.00	\$ 17,000.00	\$ 18,750.00	\$ 37,500.00	\$ 20,000.00	\$ 40,000.00	\$ 8,000.00	\$ 16,000.00	\$ 9,000.00	\$ 18,000.00
13	Select Fill (Class 9)	800	CY	\$ 21.10	\$ 16,880.00	\$ 15.00	\$ 12,000.00	\$ 25.00	\$ 20,000.00	\$ 25.00	\$ 20,000.00	\$ 20.00	\$ 16,000.00	\$ 30.00	\$ 24,000.00
14	20" Wattles	250	LF	\$ 11.11	\$ 2,777.50	\$ 8.00	\$ 2,000.00	\$ 31.25	\$ 7,812.50	\$ 4.00	\$ 1,000.00	\$ 6.00	\$ 1,500.00	\$ 6.50	\$ 1,625.00
15	Solid Sod (Centipede)	300	SY	\$ 8.90	\$ 2,670.00	\$ 13.50	\$ 4,050.00	\$ 15.63	\$ 4,689.00	\$ 12.00	\$ 3,600.00	\$ 7.00	\$ 2,100.00	\$ 10.00	\$ 3,000.00
ALT #1															
1	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,250.00	\$ 6,250.00	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00
2	Removal of Concrete Pavement, All Depths	1200	SY	\$ 11.50	\$ 13,800.00	\$ 9.00	\$ 10,800.00	\$ 5.00	\$ 6,000.00	\$ 20.00	\$ 24,000.00	\$ 12.00	\$ 14,400.00	\$ 20.00	\$ 24,000.00
3	Geotextile Stabilization, Type IV	1200	SY	\$ 3.24	\$ 3,888.00	\$ 3.00	\$ 3,600.00	\$ 7.50	\$ 9,000.00	\$ 4.00	\$ 4,800.00	\$ 5.00	\$ 6,000.00	\$ 3.50	\$ 4,200.00
4	Saw Cut Existing Concrete, All Depths	1170	LF	\$ 11.50	\$ 13,455.00	\$ 3.00	\$ 3,510.00	\$ 10.00	\$ 11,700.00	\$ 13.00	\$ 15,210.00	\$ 10.00	\$ 11,700.00	\$ 12.00	\$ 14,040.00
5	Size "610" Crushed Stone Base	200	CY	\$ 87.45	\$ 17,490.00	\$ 107.00	\$ 21,400.00	\$ 156.25	\$ 31,250.00	\$ 85.00	\$ 17,000.00	\$ 130.00	\$ 26,000.00	\$ 65.00	\$ 13,000.00
6	6" Reinforced Cement Concrete Pavement, Broom Finish	1200	SY	\$ 80.50	\$ 96,600.00	\$ 119.00	\$ 142,800.00	\$ 82.50	\$ 99,000.00	\$ 98.00	\$ 117,600.00	\$ 80.00	\$ 96,000.00	\$ 72.00	\$ 86,400.00
7	Construction Joints, Doweled	1170	LF	\$ 20.13	\$ 23,552.10	\$ 12.00	\$ 14,040.00	\$ 18.75	\$ 21,937.50	\$ 11.00	\$ 12,870.00	\$ 20.00	\$ 23,400.00	\$ 13.00	\$ 15,210.00
8	Expansion Joints, Without Dowels	300	LF	\$ 13.80	\$ 4,140.00	\$ 8.00	\$ 2,400.00	\$ 12.50	\$ 3,750.00	\$ 11.00	\$ 3,300.00	\$ 14.50	\$ 4,350.00	\$ 5.00	\$ 1,500.00
9	Contraction Joints, Saw-Cut & Sealed	200	LF	\$ 10.35	\$ 2,070.00	\$ 10.00	\$ 2,000.00	\$ 18.75	\$ 3,750.00	\$ 6.00	\$ 1,200.00	\$ 11.00	\$ 2,200.00	\$ 8.00	\$ 1,600.00
10	Select Fill (Class 9)	250	CY	\$ 21.10	\$ 5,275.00	\$ 15.00	\$ 3,750.00	\$ 31.25	\$ 7,812.50	\$ 25.00	\$ 6,250.00	\$ 20.00	\$ 5,000.00	\$ 30.00	\$ 7,500.00
11	20" Wattles	150	LF	\$ 11.11	\$ 1,666.50	\$ 8.00	\$ 1,200.00	\$ 31.25	\$ 4,687.50	\$ 4.00	\$ 600.00	\$ 6.00	\$ 900.00	\$ 6.50	\$ 975.00
12	Solid Sod (Centipede)	350	SY	\$ 8.90	\$ 3,115.00	\$ 13.50	\$ 4,725.00	\$ 15.63	\$ 5,475.00	\$ 12.00	\$ 4,200.00	\$ 7.00	\$ 2,450.00	\$ 10.00	\$ 3,500.00
ALT #2															
1	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,250.00	\$ 6,250.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
2	Removal of Concrete Pavement, All Depths	560	SY	\$ 11.50	\$ 6,440.00	\$ 9.00	\$ 5,040.00	\$ 5.00	\$ 2,800.00	\$ 20.00	\$ 11,200.00	\$ 12.00	\$ 6,720.00	\$ 20.00	\$ 11,200.00
3	Geotextile Stabilization, Type IV	560	SY	\$ 3.24	\$ 1,814.40	\$ 3.00	\$ 1,680.00	\$ 7.50	\$ 4,200.00	\$ 4.00	\$ 2,240.00	\$ 5.00	\$ 2,800.00	\$ 3.50	\$ 1,960.00
4	Saw Cut Existing Concrete, All Depths	550	LF	\$ 11.50	\$ 6,325.00	\$ 3.00	\$ 1,650.00	\$ 10.00	\$ 5,500.00	\$ 13.00	\$ 7,150.00	\$ 10.00	\$ 5,500.00	\$ 12.00	\$ 6,600.00
5	Size "610" Crushed Stone Base	100	CY	\$ 87.45	\$ 8,745.00	\$ 107.00	\$ 10,700.00	\$ 156.25	\$ 15,625.00	\$ 85.00	\$ 8,500.00	\$ 130.00	\$ 13,000.00	\$ 65.00	\$ 6,500.00
6	6" Reinforced Cement Concrete Pavement, Broom Finish	560	SY	\$ 80.50	\$ 45,080.00	\$ 119.00	\$ 66,640.00	\$ 82.50	\$ 46,200.00	\$ 98.00	\$ 54,880.00	\$ 80.00	\$ 44,800.00	\$ 72.00	\$ 40,320.00
7	Construction Joints, Doweled	550	LF	\$ 20.13	\$ 11,071.50	\$ 12.00	\$ 6,600.00	\$ 18.75	\$ 10,312.50	\$ 11.00	\$ 6,050.00	\$ 20.00	\$ 11,000.00	\$ 13.00	\$ 7,150.00
8	Expansion Joints, Without Dowels	230	LF	\$ 13.80	\$ 3,174.00	\$ 8.00	\$ 1,840.00	\$ 12.50	\$ 2,875.00	\$ 11.00	\$ 2,530.00	\$ 14.50	\$ 3,335.00	\$ 5.00	\$ 1,150.00
9	Contraction Joints, Saw-Cut & Sealed	80	LF	\$ 10.35	\$ 828.00	\$ 10.00	\$ 800.00	\$ 18.75	\$ 1,500.00	\$ 6.00	\$ 480.00	\$ 11.00	\$ 880.00	\$ 8.00	\$ 640.00
10	Select Fill (Class 9)	250	CY	\$ 21.10	\$ 5,275.00	\$ 15.00	\$ 3,750.00	\$ 31.25	\$ 7,812.50	\$ 25.00	\$ 6,250.00	\$ 20.00	\$ 5,000.00	\$ 30.00	\$ 7,500.00
11	20" Wattles	150	LF	\$ 11.11	\$ 1,666.50	\$ 8.00	\$ 1,200.00	\$ 31.25	\$ 4,687.50	\$ 4.00	\$ 600.00	\$ 6.00	\$ 900.00	\$ 6.50	\$ 975.00
12	Solid Sod (Centipede)	300	SY	\$ 8.90	\$ 2,670.00	\$ 13.50	\$ 4,050.00	\$ 15.63	\$ 4,689.00	\$ 12.00	\$ 3,600.00	\$ 7.00	\$ 2,100.00	\$ 10.00	\$ 3,000.00
TOTAL BASE BID					\$ 617,971.63		\$ 752,525.00		\$ 723,057.75		\$ 717,110.00		\$ 749,950.00		\$ 660,800.00
TOTAL ADD ALTERNATE #1					\$ 205,051.60		\$ 215,225.00		\$ 210,608.00		\$ 212,030.00		\$ 232,400.00		\$ 181,925.00
TOTAL ADD ALTERNATE #2					\$ 113,089.40		\$ 106,450.00		\$ 112,451.50		\$ 108,480.00		\$ 116,035.00		\$ 91,995.00
TOTAL BID					\$ 936,112.63	\$ 1,074,200.00	\$ 1,046,117.25	\$ 1,037,620.00	\$ 1,098,385.00	\$ 934,720.00					

I HAVE REVIEWED THESE BIDS AND HEREBY CERTIFY THAT THEY ARE ACCURATE


Matthew K. Kirkland, P.E.

HARRISON COUNTY

ENGINEERING DEPARTMENT

15309-C COMMUNITY ROAD • GULFPORT, MISSISSIPPI 39503
(228) 832-4891/FAX (228) 831-3356



March 21, 2022

Diamondhead Water & Sewer District
Attn: David Carden, General Manager
4425 Park Ten Drive
Diamondhead, MS 39525

Re: Jay Bearden Construction, Inc., reference request

Dear Mr. Carden,

Jay Bearden Construction, Inc., was contracted by Harrison County to complete the Tuxachanie Creek Sewer CIAP Project (KES Project No. 2545.02), and Pineville Are Sewer Improvements (CIAP No. MS.24.708 Pineville Area) in 2014 and 2015.

Based on records in our office, both projects required work to be completed by County forces. Work was either left uncomplete by the Contractor, or was left in an unsafe condition that required immediate attention by emergency response personnel and County construction crews. Restoring site conditions and maintaining job safety relative to the public are both basic functions included in a public bid contract.

In addition, we have extensive files of complaints from neighbors to each of these projects, expressing their dissatisfaction with their performance and conditions of the project.

Based on the records on file in our office, I could not recommend this company for a public project where similar issues could be a concern.

Please let me know if you have any questions.

Sincerely,

Jaclyn Turner, County Engineer
Harrison County

Jaclyn Turner, P.E.
County Engineer

MEMORANDUM

DATE: December 1, 2022

TO: Paula Yancey, City Manager
City of Gautier

FROM: Mark Seymour, P.E., President
Seymour Engineering, PLLC

SUBJECT: Rejection of Low Bid in Lieu of Lowest and Best Bid
Seacliffe Subdivision Roadway Improvements

Please be advised that bids for this project were accepted on November 4, 2022. I have included the bid tabulation for your review. As you will notice from the bid tabulation, Jay Bearden Construction Company (Contractor) provided the lowest bid in the amount of \$934,720.00. Upon receipt of this bid, I contacted active clients of Seymour Engineering to obtain references for similar type work.

When contacting the references, the general consensus was that the Contractor is highly unorganized and has issues remaining on schedule. Some references expressed a need for additional oversight on behalf of the Engineer during construction as the Contractor was willing to cut corners; thus, resulting in a lower quality working product after construction is complete. This brings about the concern for operational issues of the system in the future and the potential for failures outside of the warranty period. A reference spoke of current litigation with Jay Bearden Construction due to poor quality of work.

We have attached a reference letter from Harrison County Engineering Department expressing their displeasure with a job in which Jay Bearden Construction, Inc. was contracted to complete. Portions of the job were left incomplete and had to be completed by County forces, as well as sites which were left in an unsafe condition and had to be addressed by emergency response personnel.

Because of these reasons, I feel it would be in the best interest of the City of Gautier to reject Jay Bearden Construction Company's bid and award the construction contract to the next lowest and best bidder, Bottom 2 Top Construction, LLC. The total bid amount is \$936,112.63. Bottom 2 Top Construction, LLC is a reputable company and has performed several installations of similar systems along the Gulf Coast.



Mark Seymour, P.E., President
Seymour Engineering, PLLC

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

Council Meeting:
Title:

December 6, 2022
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 December 6, 2022.

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GAUTIER FAMILY CLINIC LLC	230490	12/06/2022	11/16/2022			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: PENTON,S		11152022	11/15/2022			100.00
	001-100-604	PRE-EMP DRUG SCRIN: PENTON,S		11152022	11/15/2022			20.00
	001-022-604	PRE-EMP PHYSICAL: JOHNSON,W		11162022	11/16/2022			100.00
	001-022-604	PRE-EMP DRUG SCRIN: JOHNSON,W		11162022	11/16/2022			20.00
001	BUTLER SNOW LLP	230491	12/06/2022	11/16/2022			8,146.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	REDIST SERVS THRU 10/31/22		10358480	11/08/2022			8,146.69
001	ROBERT KYLE MILLER	230492	12/06/2022	11/16/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: 213091		11142022	11/14/2022			200.00
001	PITNEY BOWES INC PURCHASE POWER	230493	12/06/2022	11/16/2022			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER #1327268		0434-6213	11/20/2022			1,200.00
001	DPS - MLEOTA	230506	12/06/2022	11/17/2022			2,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CERT INVESTIGATOR: MCGHEE		90124054	10/26/2022			2,400.00
001	ADRIANNE CRAWFORD RHOADS	230510	12/06/2022	11/17/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: CASE 212321		11142022	11/14/2022			200.00
001	PARSLEYS PHOTOGRAPHY	230513	12/06/2022	11/18/2022			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	HEAD SHOTS (12)		10173	11/15/2022			300.00
001	PIERRE COLLINS	230522	12/06/2022	11/22/2022			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 11/16/2022		11162022	11/16/2022			70.00
001	DAVID WASHINGTON	230523	12/06/2022	11/22/2022			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE 11/16/2022		11162022	11/16/2022			70.00
001	DEPT PUBLIC SAFETY	230525	12/06/2022	11/22/2022			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (OCT 2022)		90124872	11/01/2022			120.00
001	EASTERN SHORE INFLATABLES	230556	12/06/2022	11/28/2022			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	RENT: BALLISTIC SWING RIDE		47142	10/06/2022			2,050.00
	001-170-513	RENT: PIRATES REVENGE RIDE		47142	10/06/2022			2,050.00
	001-170-513	RENT: 25' DBL LN CLIMB/SLIDE		47142	10/06/2022			550.00
	001-170-513	RENT: MCKY MOUSE TODDLER TOWN		47142	10/06/2022			250.00
	001-170-513	RENT: 60' EXT CAUTION OBS CRS		47142	10/06/2022			375.00

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001	EASTERN SHORE INFLATABLES	230556	12/06/2022	11/28/2022			5,000.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	RENT: 3 STATION SPORTS PLAY		47142	10/06/2022			250.00
	001-170-513	RENT: GENERATOR		47142	10/06/2022			300.00
	001-170-513	RENT: 56 KW DSL GENERATOR		47142	10/06/2022			400.00
	001-170-513	GENERAL DISCOUNT		47142	10/06/2022			-1,225.00
001	AGJ SYSTEMS & NETWORKS INC	230557	12/06/2022	11/28/2022			7,066.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	DEC 2022 MSP-COMplete CARE		MSP-100384	12/01/2022			6,200.00
	001-092-606	DEC 2022: MS365 EXC (76)		100465	12/01/2022			380.00
	001-092-606	DEC 2022: MS365 BUS (32)		100465	12/01/2022			432.00
	001-092-606	DEC 2022: LITIGATN HOLD (18)		100465	11/01/2022			54.00
001	SBM REPORTING LLC	230558	12/06/2022	11/28/2022			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 11/3/22		MB1445	11/10/2022			175.00
001	DELTA SANITATION OF MS LLC	230559	12/06/2022	11/28/2022			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001264290	10/31/2022			35.00
001	GOVERNMENT BRANDS SHARED SERVICES	230560	12/06/2022	11/28/2022			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	NOV 2022 COURT SUPPORT		INV4314248	11/04/2022			1,495.00
001	DELTA COMPUTER SYSTEMS INC	230561	12/06/2022	11/28/2022			625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	DEC 2022 ACCT SOFTWARE MAINT		DHLMN07799	12/01/2022			430.00
	001-092-606	DEC 2022 PRIV LIC SW MAINT		DHLMN07800	12/01/2022			175.00
	001-092-606	DEC 2022 VOTER REG SW MAINT		HRMN010321	12/01/2022			20.00
001	APRIL HAVENS STENNETT	230562	12/06/2022	11/28/2022			232.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-681	REIMB PER DIEM: GRANT CONF		11052022	11/15/2022			232.35
001	GLOBALSTAR	230563	12/06/2022	11/28/2022			100.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		41421218	11/16/2022			100.45
001	SOUTHERN PEST CONTROL INC	230564	12/06/2022	11/28/2022			456.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-420424	11/15/2022			456.00
001	PYRO SHOWS INC	230565	12/06/2022	11/28/2022			6,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-596	BAL DUE: FIREWORKS 12/03/22		22MS000585	12/03/2022			6,000.00
001	C SPIRE WIRELESS	230566	12/06/2022	11/28/2022			956.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	11/11/2022			475.50
	001-100-699	DATA CARDS (14)		0032680896	11/11/2022			480.62

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001	C SPIRE WIRELESS	230567	12/06/2022	11/28/2022			1,167.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-605	COUNCIL PHONE	0030759348	10/31/2022		47.55		
	001-021-605	CITY MGR CEL PHONE	0030759348	10/31/2022		47.55		
	001-040-605	ADMIN CEL PHONE	0030759348	10/31/2022		81.88		
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	10/31/2022		251.91		
	001-090-698	IPAD SERVICE (3)	0030759348	10/31/2022		102.99		
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	10/31/2022		142.65		
	001-161-605	FIRE DEPT CELL PHONES	0030759348	10/31/2022		142.65		
	001-170-605	RECREATION CELL PHONES	0030759348	10/31/2022		200.14		
	001-205-605	MAINT CELL PHONES	0030759348	10/31/2022		149.87		
001	AIRGAS USA LLC	230570	12/06/2022	11/28/2022			368.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9992454709	10/31/2022		281.08		
	001-205-588	AR CD25300 1 CYL; FEES	9131697227	11/02/2022		87.16		
001	RJ YOUNG COMPANY LLC	230571	12/06/2022	11/28/2022			75.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	LEXMARK C4150:SERV FEE	INV6029710	11/16/2022		38.00		
	001-100-699	RICOH IN C2500:SERV FEE	INV6029710	11/16/2022		37.55		
001	RJ YOUNG COMPANY LLC	230572	12/06/2022	11/28/2022			204.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FNK100-01 RENTAL FEE	INV6001239	10/31/2022		196.74		
	001-100-699	ADMIN FEE	INV6001239	10/31/2022		8.00		
001	RJ YOUNG COMPANY LLC	230574	12/06/2022	11/28/2022			470.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	GSHZ00-01 RENTAL FEE	INV6000946	10/31/2022		470.88		
001	RJ YOUNG COMPANY LLC	230575	12/06/2022	11/28/2022			128.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	GEMG00-01 RENTAL FEE	INV6009941	10/31/2022		113.14		
	001-161-698	IMC2500 USAGE:COLOR	INV6009941	10/31/2022		7.64		
	001-161-698	ADMIN FEE	INV6009941	10/31/2022		8.00		
001	FUELMAN	230579	12/06/2022	11/29/2022			4,046.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP63273944	11/14/2022		184.91		
	001-100-525	UNL&DSL FUEL	NP63273944	11/14/2022		2,825.67		
	001-161-525	UNL&DSL FUEL	NP63273944	11/14/2022		588.81		
	001-170-525	UNL&DSL FUEL	NP63273944	11/14/2022		447.21		
001	FUELMAN	230581	12/06/2022	11/29/2022			3,836.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP63307143	11/21/2022		31.30		
	001-100-525	UNL FUEL	NP63307143	11/21/2022		2,901.85		
	001-161-525	UNL&DSL FUEL	NP63307143	11/21/2022		469.73		
	001-170-525	UNL&DSL FUEL	NP63307143	11/21/2022		335.67		

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001	FUELMAN	230581	12/06/2022	11/29/2022			3,836.96	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-525	UNL FUEL		NP63307143	11/21/2022			98.41
001	FUELMAN	230583	12/06/2022	11/29/2022			3,231.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63330346	11/28/2022			62.93
	001-100-525	UNL FUEL		NP63330346	11/28/2022			2,398.66
	001-161-525	UNL&DSL FUEL		NP63330346	11/28/2022			592.96
	001-170-525	UNL FUEL		NP63330346	11/28/2022			177.43
001	RJ YOUNG COMPANY LLC	230587	12/06/2022	11/29/2022			1,426.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSH00-01 RENTAL FEE		INV6040157	11/22/2022			470.88
	001-092-698	RICOH IM C8000 USAGE:B/W		INV6040157	11/22/2022			199.11
	001-092-698	RICOH IM C8000 USAGE:COLOR		INV6040157	11/22/2022			436.76
	001-092-698	RICOH MP C4504 USAGE:B/W		INV6040157	11/22/2022			38.11
	001-092-698	RICOH MP C4504 USAGE:COLOR		INV6040157	11/22/2022			281.38
001	AT&T	230588	12/06/2022	11/29/2022			3,541.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	11/14/2022			4,216.54
	001-092-605	CR ADJ: FD FAX LINE REMVD		2284978000	11/14/2022			-674.85
001	AT&T	230589	12/06/2022	11/29/2022			35.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	11/14/2022			35.91
001	WAGGONER ENGINEERING INC	230593	12/06/2022	11/29/2022			30,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	PREPARE RCE GRANT APP 50%		39875	10/12/2022			15,000.00
	001-092-603	PREPARE RCE GRANT APP 100%		40048	11/10/2022			15,000.00
001	SPARKLIGHT	230594	12/06/2022	11/29/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2022:NFD 122024383		11232022	11/23/2022			85.46
001	SPARKLIGHT	230595	12/06/2022	11/29/2022			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2022:CFD #122024086		11232022	11/23/2022			95.41
001	SPARKLIGHT	230596	12/06/2022	11/29/2022			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2022:SFD 122025091		11232022	11/23/2022			85.46
001	SPARKLIGHT	230597	12/06/2022	11/29/2022			136.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	DEC 2022:GARAGE 134679919		11202022	11/20/2022			136.51
001	SPARKLIGHT	230599	12/06/2022	11/29/2022			220.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	DEC 2022:BACOT 135939403		11232022	11/23/2022			220.88

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001	SPARKLIGHT	230600	12/06/2022	11/29/2022			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2022: POLICE #107718371		11082022	11/08/2022			127.95
001	SPARKLIGHT	230601	12/06/2022	11/29/2022			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2022: CBL BOX #118476316		110822	11/08/2022			62.38
001	SINGING RIVER ELECTRIC COOPERATIVE	230606	12/06/2022	11/29/2022			9,308.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		11182022	11/23/2022			6,692.52
	001-201-629	SIGNAL LIGHTS 10054		11182022	11/23/2022			686.77
	001-092-631	CITY HALL 10054		11182022	11/23/2022			901.51
	001-170-631	FRAZIER PARK 10054		11182022	11/23/2022			51.91
	001-170-631	SENIOR BLDG 10054		11182022	11/23/2022			188.26
	001-161-631	CENTRAL FD 10054		11182022	11/23/2022			354.19
	001-170-631	CITY PARK 10054		11182022	11/23/2022			138.47
	001-092-631	PUBLIC WORKS 10054		11182022	11/23/2022			258.63
	001-092-631	HWY 90 SIGN 10054		11182022	11/23/2022			36.40
001	SINGING RIVER ELECTRIC COOPERATIVE	230607	12/06/2022	11/29/2022			601.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		11152022	11/21/2022			346.23
	001-161-631	MARTIN BLUFF FD 58380001		11172022	11/22/2022			191.17
	001-201-629	SIGNAL LIGHTS 17546		11172022	11/22/2022			33.47
	001-092-631	CITY LIMIT SIGN 17546		11172022	11/22/2022			30.75
001	SINGING RIVER ELECTRIC COOPERATIVE	230608	12/06/2022	11/29/2022			116.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		11182022	11/23/2022			63.55
	001-170-631	FITNESS TRAIL 109268001		11182022	11/23/2022			27.92
	001-170-631	ROUNDAABOUT 102311004		11182022	11/23/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	230609	12/06/2022	11/29/2022			853.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		11182022	11/23/2022			35.29
	001-201-633	DOLPHIN ST 94988002		11182022	11/23/2022			53.76
	001-201-633	DOLPHIN ST 94989002		11182022	11/23/2022			74.25
	001-201-633	DOLPHIN ST 94990002		11182022	11/23/2022			621.13
	001-201-633	WM PAYNE 100245001		11182022	11/23/2022			68.60
001	ALABAMA MEDIA GROUP	230634	12/06/2022	11/29/2022			18.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC 22-44-CU		0010500157	11/13/2022	230177		18.12
001	GULF STATES DISTRIBUTORS	230635	12/06/2022	11/29/2022			3,285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	9MM 147GR FMJ AMMO CS (15)		1430490-IN	10/28/2022	220279		3,285.00

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001	MURRAY'S NURSERY	230636	12/06/2022	11/29/2022			101.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	MUPLY GRASS (9)		9349	11/09/2022	230168		72.00
	001-170-520	NIGHT LIGHT (2)		9349	11/09/2022	230168		29.00
001	GULF HYDRAULICS & PNEUMATICS INC	230637	12/06/2022	11/29/2022			1,662.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CYLINDER REPR KIT (2)		183142	11/15/2022	230095		246.30
	001-170-639	CYLINDER REPR KIT		183142	11/15/2022	230095		83.69
	001-170-639	SHOP LABOR (8)		183142	11/15/2022	230095		640.00
	001-170-639	IHCHR ROD 2.5 (32)		183142	11/15/2022	230095		532.80
	001-170-639	LABOR MACHINIST (2)		183142	11/15/2022	230095		160.00
001	HATTIESBURG COMPUTER SUPPLIES INC	230639	12/06/2022	11/29/2022			154.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	W2 LASER RORM (300)		9454	11/28/2022	230192		84.00
	001-040-500	W2 ENVELOPES (200)		9454	11/28/2022	230192		52.00
	001-040-500	SHIPPING		9454	11/28/2022	230192		18.52
001	PASCAGOULA TIRE & SERVICE INC	230642	12/06/2022	11/29/2022			512.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	RUBBERMASTER ST TRAILER (5)		107595	11/10/2022	230170		449.95
	001-170-639	VALVE STEM (5)		107595	11/10/2022	230170		7.50
	001-170-639	TIRE DISPOSAL FEE (5)		107595	11/10/2022	230170		22.50
	001-170-639	TIRE INSTALLATION		107595	11/10/2022	230170		32.50
001	SUN HERALD	230644	12/06/2022	11/29/2022			346.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: SEACLIFFE RD IMPS		158440	10/31/2022	230031		120.92
	001-040-615	BID AD: SHEPARD KAYAK LAUNCH		158440	10/31/2022	230032		75.82
	001-040-615	NOTICE: HEARING-REDIST (1)		158440	10/31/2022	230097		150.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	230646	12/06/2022	11/29/2022			480.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	PLASTIKLIPS ASST 500/BX		3522875700	11/11/2022	230175		9.99
	001-090-500	STD STAPLES 5000/BX (3)		3522875700	11/11/2022	230175		3.87
	001-090-500	PM BOLD PEN BLUE 12/BX (2)		3522875700	11/11/2022	230175		4.92
	001-090-500	2023 17X22 DESK CALENDAR (4)		3522875700	11/11/2022	230175		17.00
	001-090-500	PILOT G2 RET PEN BK 12/BX		3522875700	11/11/2022	230175		11.72
	001-090-500	ASUS EYE CARE 27" MONITOR		3522875701	11/11/2022	230175		149.99
	001-170-500	PILOT G2 RET PEN BLUE 12/BX		3523285812	11/17/2022	230191		11.72
	001-170-500	2023 BS GRAY PLANNER (4)		3523285812	11/17/2022	230191		65.28
	001-170-500	CAP ERASERS 12PK		3523285812	11/17/2022	230191		.68
	001-170-500	2023 AAG 17X22 DESK CALENDAR		3523285812	11/17/2022	230191		5.39
	001-170-500	2023 BS MC 8.5X11 PLANNER (3)		3523285812	11/17/2022	230191		58.56
	001-170-500	2023 WET ERASE WALL CALENDAR		3523285812	11/17/2022	230191		28.55
	001-170-500	8.5X11 WHITE CARDSTOCK 250PK		523285812	11/17/2022	230191		19.43
	001-170-500	PILOT G2 RET PEN BK 12/BX		3523285812	11/17/2022	230191		34.23
	001-170-500	SCOTCH THERMAL LAMINATOR 9"W		3523285812	11/17/2022	230191		59.39

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001	CUPIT SIGNS OF MISSISSIPPI INC	230648	12/06/2022	11/29/2022			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	CHG TIME-DATE: L&L BANNER(7)		34862 A	10/18/2022	230039		70.00
	001-170-615	GROMMET REPAIR		34862 A	10/18/2022	230039		10.00
001	RICHARDSON ATHLETICS	230651	12/06/2022	11/29/2022			15,157.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	NYLON BACKSTOP NET 31X114		38897	11/16/2022	221147		1,260.00
	001-170-503	NYLON BACKSTOP NET 31X116		38897	11/16/2022	221147		1,280.00
	001-170-503	NYLON BACKSTOP NET 31X104		38897	11/16/2022	221147		1,150.00
	001-170-503	NYLON BACKSTOP NET 31X94		38897	11/16/2022	221147		1,040.00
	001-170-503	PORTABLE TPRD GAME JR MOUND		38897	11/16/2022	221147		1,549.99
	001-170-503	PLY BATTING CAGE NET 12X12X55		38897	11/16/2022	221147		639.99
	001-170-503	PLY BATTING CAGE NET 12X12X70		38897	11/16/2022	221147		759.99
	001-170-503	TUNNEL FRAME 4 SECT-IN GROUND		38897	11/16/2022	221147		4,899.99
	001-170-503	SNAP LINKS 3-1/8" (143)		38897	11/16/2022	221147		241.67
	001-170-503	GALV AIRCRAFT CABLE 500' (2)		38897	11/16/2022	221147		369.98
	001-170-503	4PK WTD ANCHORLESS PYLON(3)		38897	11/16/2022	221147		140.97
	001-170-503	JV CHAIN SET&DOWN INDICATR(2)		38897	11/16/2022	221147		679.98
	001-170-503	DAY/NIGHT SIDELINE MARKERS		38897	11/16/2022	221147		289.99
	001-170-503	FREIGHT QUOTE 32209-2		38897	11/16/2022	221147		1,247.18
	001-170-503	FREIGHT QUOTE 32243-1		38897	11/16/2022	221147		148.10
	001-170-503	SALES DISCOUNT		38897	11/16/2022	221147		-540.00
001	HOME TOWN LUMBER & SUPPLY INC	230652	12/06/2022	11/29/2022			109.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	LD COMM ENTRY LEVER (2)		147334	11/21/2022	230207		109.98
001	SPORTABOUT	230653	12/06/2022	11/29/2022			290.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2022 CHEER TROPHY (40)		9993	11/09/2022	230161		290.00
001	MS GULF COAST COMMUNITY COLLEGE	230654	12/06/2022	11/29/2022			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	FTO CERT CRS: HARTY, BRANDON		22-096 R	11/08/2022	230180		175.00
001	SOLAR CONTROL INC	230655	12/06/2022	11/29/2022			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WINDOW TINT: U #16955		111822	11/18/2022	230215		50.00
	001-100-638	WINDOW TINT: U #10185		111822	11/18/2022	230215		50.00
001	COASTAL FIRE AND SAFETY LLC	230656	12/06/2022	11/29/2022			694.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	5ABC FIRE EXT: SR BLDG		32019	11/22/2022	230112		49.00
	001-170-639	6K WET AGENT FIRE EXT:SR BLDG		32019	11/22/2022	230112		179.00
	001-205-639	20ABC FIRE EXT(3): MAINT SHOP		32019	11/22/2022	230112		417.00
	001-170-639	5ABC FIRE EXT: BACOT		32019	11/22/2022	230112		49.00

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001	TRUPOINT TACTICAL LLC	230659	12/06/2022	11/29/2022			2,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC SWAT CRSE: WILLIAMS, D		11292022	11/29/2022	230222		400.00
	001-100-681	BASIC SWAT CRSE: JOHNSON, K		11292022	11/29/2022	230222		400.00
	001-100-681	BASIC SWAT CRSE: NICHOLSON, T		11292022	11/29/2022	230222		400.00
	001-100-681	BASIC SWAT CRSE: DENTON, R		11292022	11/29/2022	230222		400.00
	001-100-681	BASIC SWAT CRSE: WILDMAN, W		11292022	11/29/2022	230222		400.00
	001-100-681	BASIC SWAT CRSE: HILL, R		11292022	11/29/2022	230222		400.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	230660	12/06/2022	11/29/2022			2,768.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	BLK JACKET #12695: BEVER		23583	11/15/2022	230030		45.00
	001-100-535	BLK JACKET #12694: BOND		23583	11/15/2022	230030		45.00
	001-100-535	BLK JACKET #12694: HUNTER		23583	11/15/2022	230030		45.00
	001-100-535	BLK JACKET #7006: ALLMAND		23583	11/15/2022	230030		45.00
	001-100-535	BLK JACKET #7006: COLE		23583	11/15/2022	230030		45.00
	001-100-535	EMBROIDERY NAME/TEXT (5)		23583	11/15/2022	230030		25.00
	001-100-535	EMBROIDERY R CHEST (3)		23573	11/14/2022	230020		18.00
	001-100-535	FT PERF SS POLO NAVY: COLE		23573	11/14/2022	230020		37.99
	001-100-535	FT PERF SS POLO BLACK: COLE		23573	11/14/2022	230020		37.99
	001-100-535	FT PERF SS POLO BLUE: COLE		23573	11/14/2022	230020		37.99
	001-100-535	#12712 SM BLK JACKET (3)		23582	11/15/2022	230101		135.00
	001-100-535	#12710 MD BLK JACKET (4)		23582	11/15/2022	230101		180.00
	001-100-535	#12695 LG BLK JACKET (9)		23582	11/15/2022	230101		405.00
	001-100-535	#7006 XL BLK JACKET (7)		23582	11/15/2022	230101		315.00
	001-100-535	#12694 2X BLK JACKET (6)		23582	11/15/2022	230101		270.00
	001-100-535	#12713 3X BLK JACKET (2)		23582	11/15/2022	230101		90.00
	001-100-535	#13521 4X BLK JACKET (3)		23582	11/15/2022	230101		144.00
	001-100-535	#20995 6X BLK JACKET (1)		23582	11/15/2022	230101		52.00
	001-100-535	HL CARRIER GNXII ARMOR: HALL		23677	11/22/2022	221349		585.00
	001-100-535	NAVY PKT MOLLE GEN III: HALL		23677	11/22/2022	221349		210.60
001	AMAZON CAPITAL SERVICE	230662	12/06/2022	11/29/2022			54.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	6" DOCK CLEAT 16PK:GM LAUNCH		1QQLTJMF4J	11/17/2022	230184		42.95
	001-090-500	SELF INKING STAMP: RECEIVED		1VCFJRYRCN	11/18/2022	230182		11.49
	001-090-500	SELF INKING STAMP: COPY		1VCFJRYRCN	11/18/2022	230182		11.49
	001-090-500	AVERY HD 1.5" BINDER LT BLUE		1VCFJRYRCN	11/18/2022	230182		8.29
	001-090-500	2X2 SQUARE LABEL 180PK		1VCFJRYRCN	11/18/2022	230182		7.28
	001-090-500	2023 17X12 DESK CALENDAR (2)		1VCFJRYRCN	11/18/2022	230182		19.96
	001-090-500	ACCU-STAMP2: EMAILED		1VCFJRYRCN	11/18/2022	230182		11.59
	001-090-500	CARDSTOCK WHITE 8.5X11 (2)		1VCFJRYRCN	11/18/2022	230182		25.98
	001-090-500	RTN CR: SI STAMP RECEIVED		13943W6N3Q	11/21/2022	230182		-11.49
	001-090-500	RTN CR: SI STAMP COPY		13943W6N3Q	11/21/2022	230182		-11.49
	001-090-500	RTN CR: AVERY HD 1.5" BINDER		13943W6N3Q	11/21/2022	230182		-8.29
	001-090-500	RTN CR: 2X2 SQ LABEL		13943W6N3Q	11/21/2022	230182		-7.28
	001-090-500	RTN CR: CARDSTK WHT 8.5X11(2)		13943W6N3Q	11/21/2022	230182		-25.98
	001-090-500	RTN CR: 2023 CALENDAR 17X12(2)		1V314GQC31	11/21/2022	230182		-19.96

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001	ANDREW SULLIVAN	230665	12/06/2022	11/29/2022			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	MUSIC: LIGHTS AND LAGNIAPPE		0000002	11/29/2022	230223		400.00
001	GERRY MARK CLIFFORD	230666	12/06/2022	11/29/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	LABOR: LIGHTED CHRISTMAS TREES		111022	11/10/2022	230172		200.00
001	LEIGH ANNE GOMES	230667	12/06/2022	11/29/2022			385.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	FACE PAINTING:LIGHTS-LAGNAIPPE		120322	12/03/2022	230038		385.00
001	GAME ON GULF COAST	230669	12/06/2022	11/29/2022			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	6 HOUR GAME TRUCK RENTAL		000070	08/30/2022	230016		840.00
	001-170-513	GIANT CONNECT 4 GAME		000070	08/30/2022	230016		35.00
	001-170-513	14 KNOCKERBALLS		000070	08/30/2022	230016		450.00
	001-170-513	CORNHOLE BOARD (5)		000070	08/30/2022	230016		175.00
001	ECONOMY BOOTS SALES & SERVICE	230670	12/06/2022	11/29/2022			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	DUTY BOOTS: HOLLINGSWORTH, TIA		192941	11/08/2022	221275		100.00
	001-100-535	DUTY BOOTS: HALL, LEVI		192940	10/18/2022	221317		100.00
001	SEYMOUR ENGINEERING PLLC	230673	12/06/2022	11/29/2022			6,185.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	ENG DESIGN: LIFT STN UPGRADES		8609	11/29/2022			6,185.00
001	SEYMOUR ENGINEERING PLLC	230674	12/06/2022	11/29/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	DESIGN: W&S MALL PROP		8610	11/29/2022			7,500.00
001	LAWN CARE NEAR ME LLC	230677	12/06/2022	11/30/2022			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	FLOWER BED MAINT: HWY 90		INV-000596	11/27/2022			900.00
001	DUNAWAY SIGNS INC	230678	12/06/2022	11/30/2022			1,718.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	13X13 CNC RTD SIGN: NEW LOGO		38071	11/28/2022	221388		175.00
	001-021-688	24X24 CNC RTD SIGN: NEW LOGO		38071	11/28/2022	221388		380.00
	001-021-688	42X42 CNC RTD SIGN: NEW LOGO		38071	11/28/2022	221388		1,163.75
001	GULF COAST ARMY NAVY STORE	230680	12/06/2022	11/30/2022			133.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	TRU SPEC BDU PANTS		385233	11/30/2022	230118		119.90
	001-100-535	ALTERATIONS		385233	11/30/2022	230118		14.00

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001	BORDIS & DANOS PLLC	230682	12/06/2022	12/01/2022			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	DEC 2022 RETAINER		111	12/01/2022			11,250.00
001	RJ YOUNG COMPANY LLC	230683	12/06/2022	12/01/2022			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6039076	11/22/2022			113.14
	001-161-698	ADMIN FEE		INV6039076	11/22/2022			8.00
001	SINGING RIVER ELECTRIC COOPERATIVE	230684	12/06/2022	12/01/2022			2,266.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		11182022	11/23/2022			1,437.12
	001-201-629	SIGNAL LIGHTS 89113001		11182022	11/23/2022			62.24
	001-170-631	CITY PARK RESTRMS 89912001		11182022	11/23/2022			425.54
	001-201-633	STREET LIGHTS 90345002		11182022	11/23/2022			177.59
	001-092-631	RECORDS BLDG 90790001		11182022	11/23/2022			106.95
	001-170-631	FRAZIER RESTRMS 98546001		11182022	11/23/2022			57.09
001	SINGING RIVER ELECTRIC COOPERATIVE	230685	12/06/2022	12/01/2022			668.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT LIGHTS 10137		11192022	11/28/2022			547.00
	001-201-629	SIGNAL LIGHTS 10138		11192022	11/28/2022			121.93
001	ACTION PRINTING CENTER INC	230688	12/06/2022	12/01/2022			408.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	#9 SECURITY WINDOW ENV (5000)		104264	12/01/2022	230190		408.16
001	CUPIT SIGNS OF MISSISSIPPI INC	230689	12/06/2022	12/01/2022			89.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	12" ROUND SEAL DECALS (10)		35062 B	12/01/2022	230225		89.90
FUND TOTAL	1 Claims	to	Checks	79 Total	157,634.77 Manual	Held	Total	157,634.77

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003	SUNBELT FIRE INC	230638	12/06/2022	11/29/2022			50,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-460-799	GLOBE GXCEL TURNOUT COAT(20)		332723	11/21/2022	220292	28,380.00	
	003-460-799	GLOBE GPS TURNOUT PANT(20)		332723	11/21/2022	220292	21,900.00	
FUND TOTAL	3 Claims	to	Checks	1 Total	50,280.00	Manual	Held	Total 50,280.00

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130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	230605	12/06/2022	11/29/2022			26,408.97	
	Description CONST ENG & INS: #15			Invoice # 1163686	Date 11/17/2022	P.O.	Amount	26,408.97
130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	230672	12/06/2022	11/29/2022			30,171.38	
	Description CONSTRUCTION 18.90%			Invoice # 8B	Date 11/29/2022	P.O.	Amount	30,171.38
FUND TOTAL 130 Claims	to	Checks	2 Total	56,580.35 Manual		Held	Total	56,580.35

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156	SETCOM	230650	12/06/2022	11/29/2022			3,616.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	HELMET KIT (2)	51425	11/22/2022	230153		600.00	
	156-100-799	LIBERATR WIRELESS SUPERMIC(2)	51425	11/22/2022	230153		2,080.00	
	156-100-799	WIRELESS HARLEY CABLE KIT(2)	51425	11/22/2022	230153		880.00	
	156-100-799	SHIPPING	51425	11/22/2022	230153		56.45	
FUND TOTAL 156 Claims	to	Checks	1 Total	3,616.45 Manual	Held	Total	3,616.45	

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172	JACKSON-GEORGE REGIONAL LIBRARY	230528	12/06/2022	11/22/2022			1,499.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		NOV 2022	11/22/2022			1,499.87
FUND TOTAL 172 Claims	to	Checks	1 Total	1,499.87 Manual		Held	Total	1,499.87

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176	C SPIRE WIRELESS	230568	12/06/2022	11/28/2022			51.77	
	Account Number 176-170-605	Description CELL PHONE		Invoice # 0030759348	Date 10/31/2022	P.O.	Amount	51.77
176	AT&T	230590	12/06/2022	11/29/2022			539.88	
	Account Number 176-170-605	Description MTHLY SERVICE 2 LINES		Invoice # 2284972244	Date 11/14/2022	P.O.	Amount	539.88
176	SPARKLIGHT	230602	12/06/2022	11/29/2022			265.45	
	Account Number 176-170-699	Description DEC 2022:SSP INET	132698937	Invoice # 11202022	Date 11/20/2022	P.O.	Amount	265.45
176	SPARKLIGHT	230603	12/06/2022	11/29/2022			127.95	
	Account Number 176-170-699	Description DEC 2022:SHEPPARD #136075116		Invoice # 11232022	Date 11/23/2022	P.O.	Amount	127.95
176	COASTAL FIRE AND SAFETY LLC	230657	12/06/2022	11/29/2022			278.00	
	Account Number 176-170-639	Description 20ABC FIRE EXT(2): SSP SHOP		Invoice # 32019	Date 11/22/2022	P.O. 230117	Amount	278.00
176	R TEE HUT LLC	230661	12/06/2022	11/29/2022			54.00	
	Account Number 176-170-541	Description CUSTOM TEA TOWEL(12): GSTORE		Invoice # 1688	Date 10/06/2022	P.O. 230015	Amount	54.00
176	HANCOCK'S RV	230668	12/06/2022	11/29/2022			275.00	
	Account Number 176-170-635	Description 34X76 LH OUTSWNG DOOR:RGR HSE		Invoice # 13872	Date 11/21/2022	P.O. 230208	Amount	275.00
FUND TOTAL 176 Claims to		Checks	7 Total	1,592.05 Manual		Held	Total	1,592.05

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304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	230675	12/06/2022	11/29/2022			29,300.00	
		Description		Invoice #	Date	P.O.	Amount	
		TO #5: CONS ADM/RES PROJ REP		8608	11/29/2022			29,300.00
FUND TOTAL 304 Claims	to	Checks	1 Total	29,300.00	Manual		Held	Total 29,300.00

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC Account Number 355-723-763	230598	12/06/2022	11/29/2022			3,406.00	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTR PHASE: TRMNT PLANT		40046	11/10/2022			3,406.00
FUND TOTAL 355 Claims	to	Checks	1 Total	3,406.00	Manual		Held	Total 3,406.00

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	230494	12/06/2022	11/16/2022			1,797.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ROBERT HIRAM		1070316	11/03/2022			359.40
	400-651-698	RENEWAL: BAYOU PIERRE		1070316	11/03/2022			359.40
	400-651-698	RENEWAL: WEST PARK		1070316	11/03/2022			359.40
	400-651-698	RENEWAL: PLAYERS COVE		1070316	11/03/2022			359.40
	400-651-698	RENEWAL: OCEAN ESTATES		1070316	11/03/2022			359.40
400	ARISTA INFORMATION SYSTEMS INC	230495	12/06/2022	11/16/2022			4,377.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2022 PRINTING 2067001		0006366	10/31/2022			1,153.10
	400-650-698	OCT 2022 POSTAGE 2067001		0006366	10/31/2022			3,224.55
400	COG DEPOSITORY ACCOUNT	230496	12/06/2022	11/16/2022			265,645.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	SEP 2022 GARBAGE PMTS		09302022	09/30/2022			136,934.66
	400-000-104	OCT 2022 GARBAGE PMTS		10312022	10/31/2022			128,711.20
400	COG DEPOSITORY ACCOUNT	230500	12/06/2022	11/16/2022			950.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TRX MEMA WIRE TO BANK 100		11082022	11/08/2022			950.74
400	COG DEPOSITORY ACCOUNT	230501	12/06/2022	11/16/2022			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		11092022	11/09/2022			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		11092022	11/09/2022			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		11092022	11/09/2022			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		11092022	11/09/2022			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		11092022	11/09/2022			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		11092022	11/09/2022			9,665.99
400	2018-2019 BOND DEBT SERVICE FUND	230502	12/06/2022	11/16/2022			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2022: 2018 BOND DS		12012022	12/01/2022			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	230503	12/06/2022	11/16/2022			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2022: 2019 BOND DS		12012022	12/01/2022			32,000.00
400	REGIONS BANK CORPORATE TRUST	230508	12/06/2022	11/17/2022			21,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-819	INT: S2020 BOND 11504		G067Z08	11/09/2022			21,700.00
400	REGIONS BANK	230509	12/06/2022	11/17/2022			2,809.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-819	INT: S2013 BOND 5703		1001019067	11/07/2022			51,715.63
	400-680-819	LESS ESCROW PAYMENT		1001019067	11/07/2022			-48,906.25

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	230511	12/06/2022	11/18/2022			5,704.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMA WIRE: FUND 001		11172022	11/17/2022			5,704.44
400	VULCAN CONSTRUCTION MATERIAL LLC	230527	12/06/2022	11/22/2022			416.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	8TN MDOT 100LB: CAMINO GRANDE		51262204	11/15/2022			416.00
400	2018-2019 BOND CONTINGENCY FUND	230530	12/06/2022	11/23/2022			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	S2018 CONTINGENCY FUNDING		10012022	11/23/2022			5,000.00
	400-900-950	S2019 CONTINGENCY FUNDING		10012022	11/23/2022			5,000.00
400	2018-2019 BOND DEPRECIATION FUND	230531	12/06/2022	11/23/2022			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	S2018 DEPRECIATION FUNDING		10012022	11/23/2022			5,000.00
	400-900-950	S2019 DEPRECIATION FUNDING		10012022	11/23/2022			5,000.00
400	C SPIRE WIRELESS	230569	12/06/2022	11/28/2022			47.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	10/31/2022			47.55
400	JACKSON COUNTY UTILITY AUTHORITY	230573	12/06/2022	11/28/2022			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	DEC 2022 TREATMENT CHGS		1970	12/01/2022			238,372.00
400	RJ YOUNG COMPANY LLC	230576	12/06/2022	11/28/2022			201.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV6000947	10/31/2022			166.49
	400-650-698	IM C4500:B/W		INV6000947	10/31/2022			4.90
	400-650-698	IM C4500:COLOR		INV6000947	10/31/2022			30.44
400	RJ YOUNG COMPANY LLC	230577	12/06/2022	11/28/2022			294.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV6032362	11/17/2022			166.49
	400-650-698	IM C4500:B/W		INV6032362	11/17/2022			15.92
	400-650-698	IM C4500:COLOR		INV6032362	11/17/2022			111.63
400	SOUTHERN LINC	230578	12/06/2022	11/28/2022			86.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2022 SERV CHGS		113670	11/01/2022			80.00
	400-650-698	TAXES/FEES		113670	11/01/2022			6.68
400	FUELMAN	230580	12/06/2022	11/29/2022			138.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63273944	11/14/2022			138.28

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	230582	12/06/2022	11/29/2022			160.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63307143	11/21/2022			160.80
400	FUELMAN	230586	12/06/2022	11/29/2022			167.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63330346	11/28/2022			167.20
400	AT&T	230591	12/06/2022	11/29/2022			171.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	11/14/2022			171.62
400	AT&T	230592	12/06/2022	11/29/2022			62.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	11/06/2022			62.36
400	SPARKLIGHT	230604	12/06/2022	11/29/2022			102.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2022:UTILITY #107663106		11232022	11/23/2022			102.38
400	SINGING RIVER ELECTRIC COOPERATIVE	230610	12/06/2022	11/29/2022			4,701.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		11172022	11/22/2022			66.17
	400-651-631	LIFT STNS 89702001		11172022	11/22/2022			25.00
	400-651-631	LIFT STNS 17881		11172022	11/22/2022			2,077.03
	400-651-631	WATER WELLS 17881		11172022	11/22/2022			2,533.59
400	SINGING RIVER ELECTRIC COOPERATIVE	230611	12/06/2022	11/29/2022			2,140.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		11152022	11/21/2022			897.39
	400-651-631	LIFT STATIONS 28779		11152022	11/21/2022			87.94
	400-651-631	SCHOONER WELL 20688		11122022	11/17/2022			946.09
	400-651-631	LIFT STATIONS 20688		11122022	11/17/2022			209.56
400	SINGING RIVER ELECTRIC COOPERATIVE	230612	12/06/2022	11/29/2022			26.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		11152022	11/21/2022			26.21
400	SINGING RIVER ELECTRIC COOPERATIVE	230613	12/06/2022	11/29/2022			8,528.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		11182022	11/23/2022			45.00
	400-651-631	LIFT STATIONS 17882		11182022	11/23/2022			1,969.06
	400-651-631	WATER WELLS 17882		11182022	11/23/2022			3,742.37
	400-651-631	CITY HALL SOUTH 17882		11182022	11/23/2022			2,771.58
400	SOUTHERN PIPE & SUPPLY CO INC	230640	12/06/2022	11/29/2022			1,600.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4X1 BRASS SADDLE-C900 PVC(5)		6999909-00	11/17/2022	221168		203.05
	400-651-581	10X1 CC FFA90-1004 (5)		6999909-00	11/17/2022	221168		1,133.15
	400-651-581	3/4" WTR METER CPLG (30)		6999909-00	11/17/2022	221168		264.00

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	230641	12/06/2022	11/29/2022			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	SUSPENDED SOLIDS: DMR REPORT		2211064186	11/10/2022	230108		70.00
400	COAST CHLORINATOR & PUMP CO INC	230643	12/06/2022	11/29/2022			6,597.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1HP BOOSTER PUMP:HWY 57 WELL		75135	11/17/2022	230195		1,452.00
	400-651-581	LIQ FILL PRESS GAUGE: HWY 57		75135	11/17/2022	230195		76.00
	400-651-581	1" UNION BALL CK: HWY 57 WELL		75135	11/17/2022	230195		82.00
	400-651-581	S480 AUTO SWITCHOVR PKG (2)		75136	11/17/2022	230196		4,987.50
400	SOUTHERN WATERWORKS SUPPLY INC	230645	12/06/2022	11/29/2022			90.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	12" SPLIT BAND COUPLER (4)		92069	09/21/2022	221358		90.08
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	230647	12/06/2022	11/29/2022			76.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	514170 STAPLES 5000/BX (3)		3522551327	11/05/2022	230163		6.39
	400-650-500	24295902 STICKY NOTES 24PK		3522551327	11/05/2022	230163		18.40
	400-650-500	123455 RED PEN 12PK		3522551327	11/05/2022	230163		1.31
	400-650-500	395896 GREEN PEN 12PK		3522551327	11/05/2022	230163		2.60
	400-650-500	612668 PURPLE PEN 12PK		3522551327	11/05/2022	230163		2.64
	400-650-500	535559 PURPLE FOLDER 100/BX		3522551327	11/05/2022	230163		18.38
	400-650-500	2121405 LAMINATG POUCH 100PK		3522551327	11/05/2022	230163		26.99
400	G & O SUPPLY CO, INC	230649	12/06/2022	11/29/2022			444.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	30" CAST IRON RND GRATE		G15335	11/22/2022	230026		444.01
400	MUSCO-GULFPORT 1227	230658	12/06/2022	11/29/2022			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	STRAW MAT 8X112.5 100SY(1500)		0765645	11/10/2022	230171		450.00
400	BLADES GROUP LLC	230663	12/06/2022	11/29/2022			1,263.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	ROCK ASPHALT 50LB BAG (62)		18036169	11/07/2022	230162		1,178.00
	400-651-585	DELIVERY CHARGE		18036169	11/07/2022	230162		85.00
400	ALL TRAFFIC SOLUTIONS INC	230664	12/06/2022	11/29/2022			16,048.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-702	ATS-5 TRAILER		SIN034908	11/22/2022	230164		5,407.00
	400-650-702	SOLAR PANEL 90W		SIN034908	11/22/2022	230164		940.00
	400-650-702	EXTERNAL ANTENNA		SIN034908	11/22/2022	230164		75.00
	400-650-702	TRAILER WHEEL LOCK		SIN034908	11/22/2022	230164		125.00
	400-650-702	INSTALERT 24 MESS DISPLAY		SIN034908	11/22/2022	230164		7,079.00
	400-650-702	APP MESSAGING SUITE		SIN034908	11/22/2022	230164		950.00
	400-650-702	USB CABLE 16'		SIN034908	11/22/2022	230164		32.00
	400-650-702	SHIPPING		SIN034908	11/22/2022	230164		1,340.00
	400-650-702	APP MOBILE USER INTERFACE		SIN034908	11/22/2022	230164		100.00

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	230671	12/06/2022	11/29/2022			3,520.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CONTACTOR LC1D25G7 (2): LS16		447576	11/17/2022	230188		100.00
	400-651-584	OVERLOAD LRD22 (2): LS 16		447576	11/17/2022	230188		80.00
	400-651-584	MARS 168 HVAC RELAY (5)		447656	11/22/2022	230200		180.00
	400-651-584	MARS 164 HVAC RELAY (5)		447656	11/22/2022	230200		150.00
	400-651-584	SHIPPING: LS SPARES		447656	11/22/2022	230200		30.00
	400-651-584	IDEC DC POWER SUPPLY		446866	10/24/2022	221322		125.00
	400-651-584	SHIPPING		446866	10/24/2022	221322		50.00
	400-651-584	PC3000XC CONTROL BRDS (3)		447671	11/22/2022	221322		2,805.00
400	SOUTHERN WATERWORKS SUPPLY INC	230679	12/06/2022	11/30/2022			1,143.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	4OZ 3'X360' NW GEO FABRIC(10)		92744	11/29/2022	230160		1,143.45
400	SINGING RIVER ELECTRIC COOPERATIVE	230686	12/06/2022	12/01/2022			3,874.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		11192022	11/28/2022			222.66
	400-651-631	LIFT STNS 17883		11192022	11/28/2022			1,954.84
	400-651-631	GAUTR/VANC LFT STN 14046001		11182022	11/23/2022			1,697.01
400	ANSER	230687	12/06/2022	12/01/2022			626.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 11/23-12/20/22		277-112322	11/23/2022			500.00
	400-650-698	HOLIDAY CHGS		277-112322	11/23/2022			12.00
	400-650-698	549 AGENT MTS: 10/26-11/22/22		277-112322	11/23/2022			114.84
FUND TOTAL 400 Claims	to	Checks	41 Total	713,834.21 Manual		Held	Total	713,834.21

Docket of Claims
Release date from 12/06/2022 thru 12/06/2022

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	79 Total	157,634.77 Manual	Held	Total	157,634.77
FUND 3 Claims	to	Checks	1 Total	50,280.00 Manual	Held	Total	50,280.00
FUND 130 Claims	to	Checks	2 Total	56,580.35 Manual	Held	Total	56,580.35
FUND 156 Claims	to	Checks	1 Total	3,616.45 Manual	Held	Total	3,616.45
FUND 172 Claims	to	Checks	1 Total	1,499.87 Manual	Held	Total	1,499.87
FUND 176 Claims	to	Checks	7 Total	1,592.05 Manual	Held	Total	1,592.05
FUND 304 Claims	to	Checks	1 Total	29,300.00 Manual	Held	Total	29,300.00
FUND 355 Claims	to	Checks	1 Total	3,406.00 Manual	Held	Total	3,406.00
FUND 400 Claims	to	Checks	41 Total	713,834.21 Manual	Held	Total	713,834.21
Total for all Funds		Checks	134 Total	1,017,743.70 Manual	Held	Total	1,017,743.70

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

December 6, 2022
Approval of Minutes from the Recessed Council Meeting
held November 15, 2022

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held November 15, 2022.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**Tuesday
November 15, 2022
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 15, 2022 at 6:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Adam Colledge, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Paula Yancey, City Manager. Councilman George joined the meeting at 6:14pm.

**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 Robertsedale 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

Mayor Vaughan called the Meeting to order regarding the public hearing for redistricting the City of Gautier at 6:00pm.

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

1. Pull Business Agenda Item 5 – Consideration for an Abatement at 2417 Robertsdale Road, Gautier, MS

Councilman Gollott seconded the motion. The vote was carried unanimously. Absent was Councilman George.

Tommie Cardin with Butler Snow presented the redistricting map to the residents of the City of Gautier.

Councilman George joined the meeting by teleconference at 6:14pm.

After further discussion, the citizens of the City of Gautier had no questions or comments.

Mayor Vaughan adjourned the Public Hearing regarding redistricting the City of Gautier at 6:17pm.

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 November 25th in observance of the Thanksgiving holiday.
3. Gautier's Lights and Lagniappe on the Bayou will be on Saturday, December 3^d, starting at 1pm at the former Singing River Mall Property.

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



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 & Kickerballs
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

Councilman Jackson made the motion to approve Change Order No. 6 (Summary), final pay application, certificate of substantial completion, and other closeout documents, as presented, for the Bacot Park Improvements Project. Councilman Colledge seconded the motion. The vote was carried unanimously,

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

ORDER NUMBER 241-2022

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

Page 2 of 13

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					
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

Page 3 of 13

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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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:

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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:

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								
29	Baseball Field #1 & #2 - Water \$7,500.00 PER LS	1.00	\$7,500.00	1.00	\$7,500.00	0.00	\$0.00	1.00	100%	\$0.00	
30	Baseball Field #1 & #2 - Equipment \$7,500.00 PER LS	1.00	\$7,500.00	1.00	\$7,500.00	0.00	\$0.00	1.00	100%	\$0.00	
31	Baseball Field Marking Equip. \$2,500.00 PER Each	1.00	\$2,500.00	1.00	\$2,500.00	0.00	\$0.00	1.00	100%	\$0.00	
31.1	OMIT-Baseball Field Marking (\$2,500.00) PER Each	1.00	(\$2,500.00)	1.00	(\$2,500.00)	0.00	\$0.00	1.00	100%	\$0.00	
32	Baseball Field #1 - Relamp/Repair \$6,250.00 PER LS	1.00	\$6,250.00	1.00	\$6,250.00	0.00	\$0.00	1.00	100%	\$0.00	
32.2	CO2 - BB Field #1 - Replace elec. \$1,985.00 PER LS	1.00	\$1,985.00	1.00	\$1,985.00	0.00	\$0.00	1.00	100%	\$0.00	
33	Baseball Field #2 - Relamp/Repair \$6,250.00 PER LS	1.00	\$6,250.00	1.00	\$6,250.00	0.00	\$0.00	1.00	100%	\$0.00	
34	Baseball Field #2 - Elec Feed \$6,250.00 PER LS	1.00	\$6,250.00	1.00	\$6,250.00	0.00	\$0.00	1.00	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	1.00	\$130,000.00	0.00	\$0.00	1.00	100%	\$0.00	
35.2	CO2 - Additional Reinforcing Steel \$3,125.00 PER LS	1.00	\$3,125.00	1.00	\$3,125.00	0.00	\$0.00	1.00	100%	\$0.00	
36	Basketball Pavilion Structure \$180,000.00 PER LS	1.00	\$180,000.00	1.00	\$180,000.00	0.00	\$0.00	1.00	100%	\$0.00	
36.4	CO4 -Increase size of Basketball \$6,000.00 PER LS	1.00	\$6,000.00	1.00	\$6,000.00	0.00	\$0.00	1.00	100%	\$0.00	
37	Post Tension Conc. Slab \$65,000.00 PER LS	1.00	\$65,000.00	1.00	\$65,000.00	0.00	\$0.00	1.00	100%	\$0.00	
38	Court Surfacing \$12,750.00 PER LS	1.00	\$12,750.00	1.00	\$12,750.00	0.00	\$0.00	1.00	100%	\$0.00	
39	Basketball Goal System \$10,000.00 PER Each	2.00	\$20,000.00	2.00	\$20,000.00	0.00	\$0.00	2.00	100%	\$0.00	
	SUB-TOTALS		\$1,130,125.10		\$1,119,640.00		\$10,485.10		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
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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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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							
48.2	Playground Equip, w/3-Bay Swing, \$35,000.00 PER LS	\$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	\$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	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	
49B	CO4 - Paint existing enclosure in \$1,000.00 PER LS	(\$1,000.00)	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)	100%	\$0.00	
50	Decorative Screen Wall w/Lighting \$20,000.00 PER LS	\$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	\$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	(\$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	\$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	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	
53	Picnic Tables \$1,700.00 PER Each	\$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	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	
55	Trash Receptacles \$800.00 PER Each	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	100%	\$0.00	
56	Park Signage \$5,000.00 PER ALLOW	\$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	(\$625.00)	(\$625.00)	\$0.00	\$0.00	(\$625.00)	100%	\$0.00	
56.3	CO3 - Add to Park Signage \$515.95 PER ALLOW	\$515.95	\$515.95	\$0.00	\$0.00	\$515.95	100%	\$0.00	
56.4	CO4 - Add to Park Signage \$60.00 PER ALLOW	\$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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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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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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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					
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:

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						
100A1-1.1	OMIT-Undercut Excavation (FM) \$10.50 PER Cu. Yd.	(\$2,362.50) -225.00	(\$2,362.50) -225.00	\$0.00 0.00	\$0.00 0.00	(\$2,362.50) -225.00	100%	\$0.00 0.00	
100A1-1.2	Undercut Excavation w/o Fabric \$7.35 PER Cu. Yd.	\$1,653.75 225.00	\$1,653.75 225.00	\$0.00 0.00	\$0.00 0.00	\$1,653.75 225.00	100%	\$0.00 0.00	
100A1-1.23	CO3 - Add 43 CY to Undercut \$7.35 PER Cu. Yd.	\$316.05 43.00	\$316.05 43.00	\$0.00 0.00	\$0.00 0.00	\$316.05 43.00	100%	\$0.00 0.00	
100A1-1.3	Woven Geotextile Fabric \$3.15 PER Sq. Yd.	\$708.75 225.00	\$708.75 225.00	\$0.00 0.00	\$0.00 0.00	\$708.75 225.00	100%	\$0.00 0.00	
100A1-1.33	CO3 - Add 20 SY to Woven \$3.15 PER Sq. Yd.	\$63.00 20.00	\$63.00 20.00	\$0.00 0.00	\$0.00 0.00	\$63.00 20.00	100%	\$0.00 0.00	
100A-2	Select Fill, Borrow, Contractor \$15.00 PER Cu. Yd.	\$3,375.00 225.00	\$3,375.00 225.00	\$0.00 0.00	\$0.00 0.00	\$3,375.00 225.00	100%	\$0.00 0.00	
100A-2.3	CO3 - Add 43 CY to Select Fill, \$15.00 PER Cu. Yd.	\$645.00 43.00	\$645.00 43.00	\$0.00 0.00	\$0.00 0.00	\$645.00 43.00	100%	\$0.00 0.00	
100A-3	Pavilion Structure w/Slab \$92,500.00 PER LS	\$92,500.00 1.00	\$92,500.00 1.00	\$0.00 0.00	\$0.00 0.00	\$92,500.00 1.00	100%	\$0.00 0.00	
100A-3.2	CO2 - Additional Reinforcing Steel \$1,565.00 PER LS	\$1,565.00 1.00	\$1,565.00 1.00	\$0.00 0.00	\$0.00 0.00	\$1,565.00 1.00	100%	\$0.00 0.00	
100A-4	Picnic Tables \$1,700.00 PER Each	\$6,800.00 4.00	\$6,800.00 4.00	\$0.00 0.00	\$0.00 0.00	\$6,800.00 4.00	100%	\$0.00 0.00	
100A-5	Electrical Distribution, Lighting, Etc \$20,000.00 PER LS	\$20,000.00 1.00	\$20,000.00 1.00	\$0.00 0.00	\$0.00 0.00	\$20,000.00 1.00	100%	\$0.00 0.00	
100A-6	Materials Testing \$1,500.00 PER ALLOW	\$1,500.00 1.00	\$1,236.50 0.82	\$263.50 0.18	\$0.00 0.00	\$1,500.00 1.00	100%	\$0.00 0.00	
100A-6.6	CO6 - Zero-Out Mtl Testing \$263.50 PER LS	(\$263.50) -1.00	\$0.00 0.00	(\$263.50) -1.00	\$0.00 0.00	(\$263.50) -1.00	100%	\$0.00 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	\$37,500.00 150.00	\$37,500.00 150.00	\$0.00 0.00	\$0.00 0.00	\$37,500.00 150.00	100%	\$0.00 0.00	
200A11-C4	CO4 - Omit 30 Bollards \$250.00 PER Each	(\$7,500.00) -30.00	(\$7,500.00) -30.00	\$0.00 0.00	\$0.00 0.00	(\$7,500.00) -30.00	100%	\$0.00 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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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					
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 - OmitSelect 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)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
400A2-10-5	CO5 - Volleyball System \$2,000.00 PER Each	1.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	
400A2-11-5	CO5 - Natchez Crepe Myrtle \$187.50 PER Each	8.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	
400A2-12-5	CO5 - Materials Testing \$2,800.00 PER ALLOW	1.00	\$2,800.00	\$1,412.75	\$1,387.25	\$0.00	\$2,800.00	100%	\$0.00	
400A2-12-6	CO6 - Zero-Out Mtl Testing \$1,387.25 PER LS		(\$1,387.25)	\$0.00	(\$1,387.25)	\$0.00	(\$1,387.25)	100%	\$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 ☐

Mississippi

STATE OF:

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

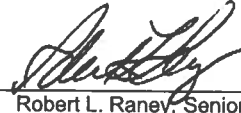
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that 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

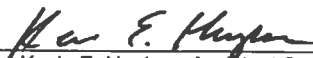
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 Robert M) 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>	By: _____	By: <u><i>Plus M</i></u>			
(Authorized Signature)	Owner (Authorized Signature)	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 #1 - 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:

Councilman Gollott made the motion to approve a Conditional Use-Major, as presented, that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District at 810 Highway 90, Gautier, MS (GPC #22-24-CU). Councilman Colledge seconded the motion.

Councilman Colledge made a motion to amend the original motion to include the stipulation that hours of operation will not exceed 10pm. Councilman Jackson seconded the motion.

A vote was called on the amended motion regarding the approval of a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District at 810 Highway 90, Gautier, MS, with the stipulation that hours of operation cannot exceed 10pm (GPC #22-24-CU). The vote was carried unanimously.

A vote was called on the original motion regarding the approval of a Conditional Use-Major, as presented, that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District at 810 Highway 90, Gautier, MS (GPC #22-24-CU). 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 242-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

**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', with a long, sweeping horizontal line extending to the right.

**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:

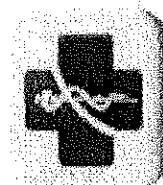
Jeffrey Martin

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

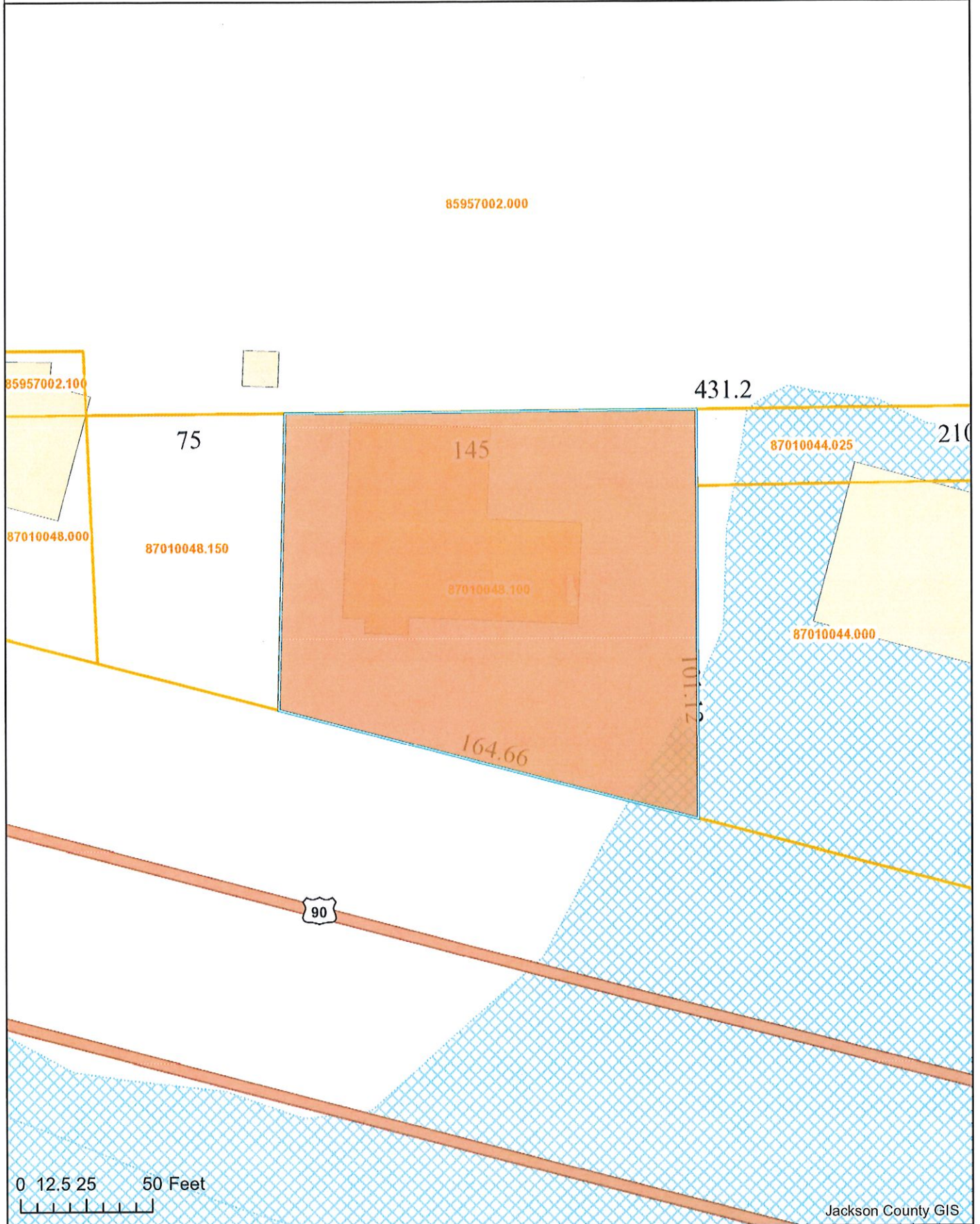


Exhibit A Location Map

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

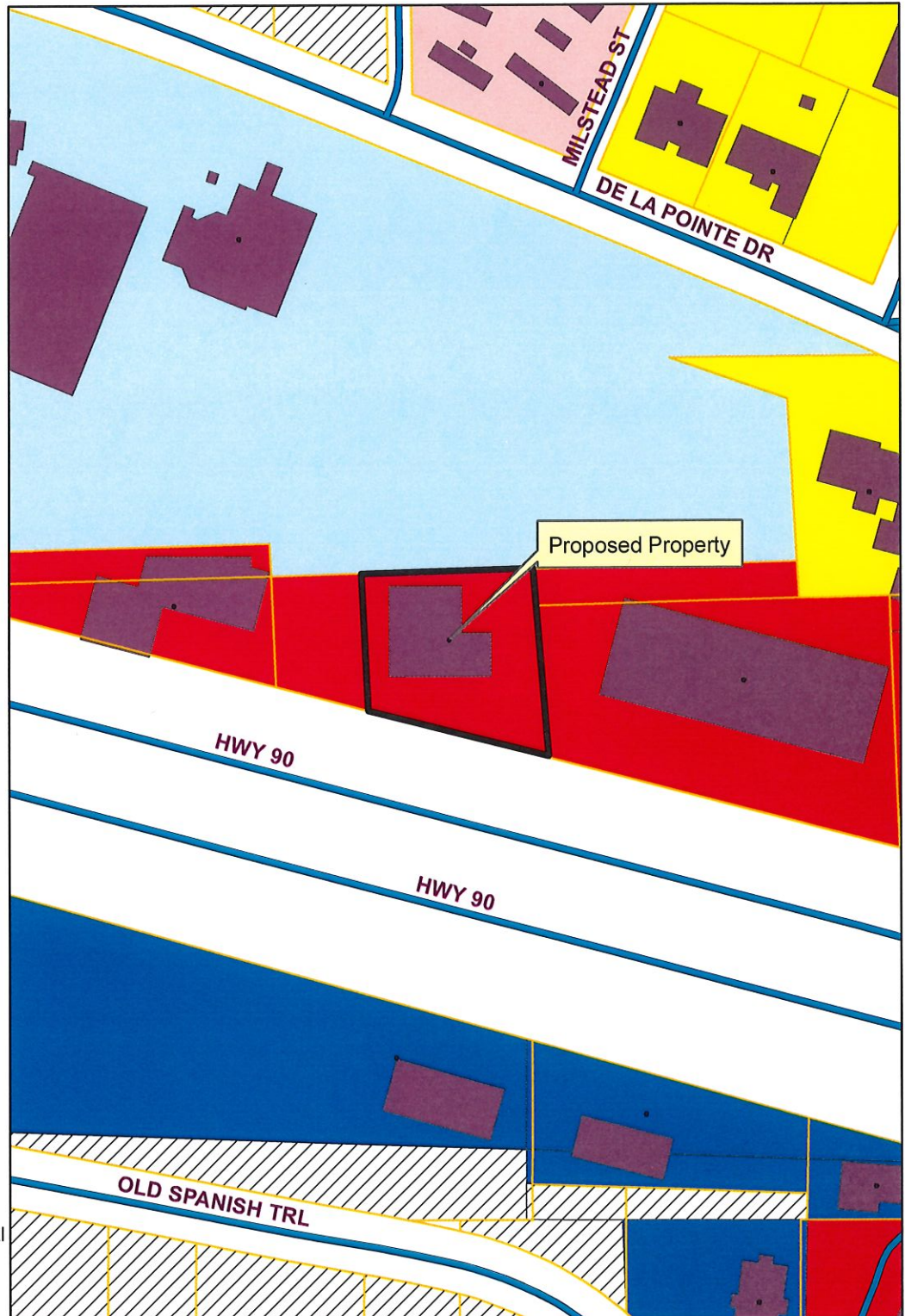


Exhibit D Future Land-Use

Prepared By:

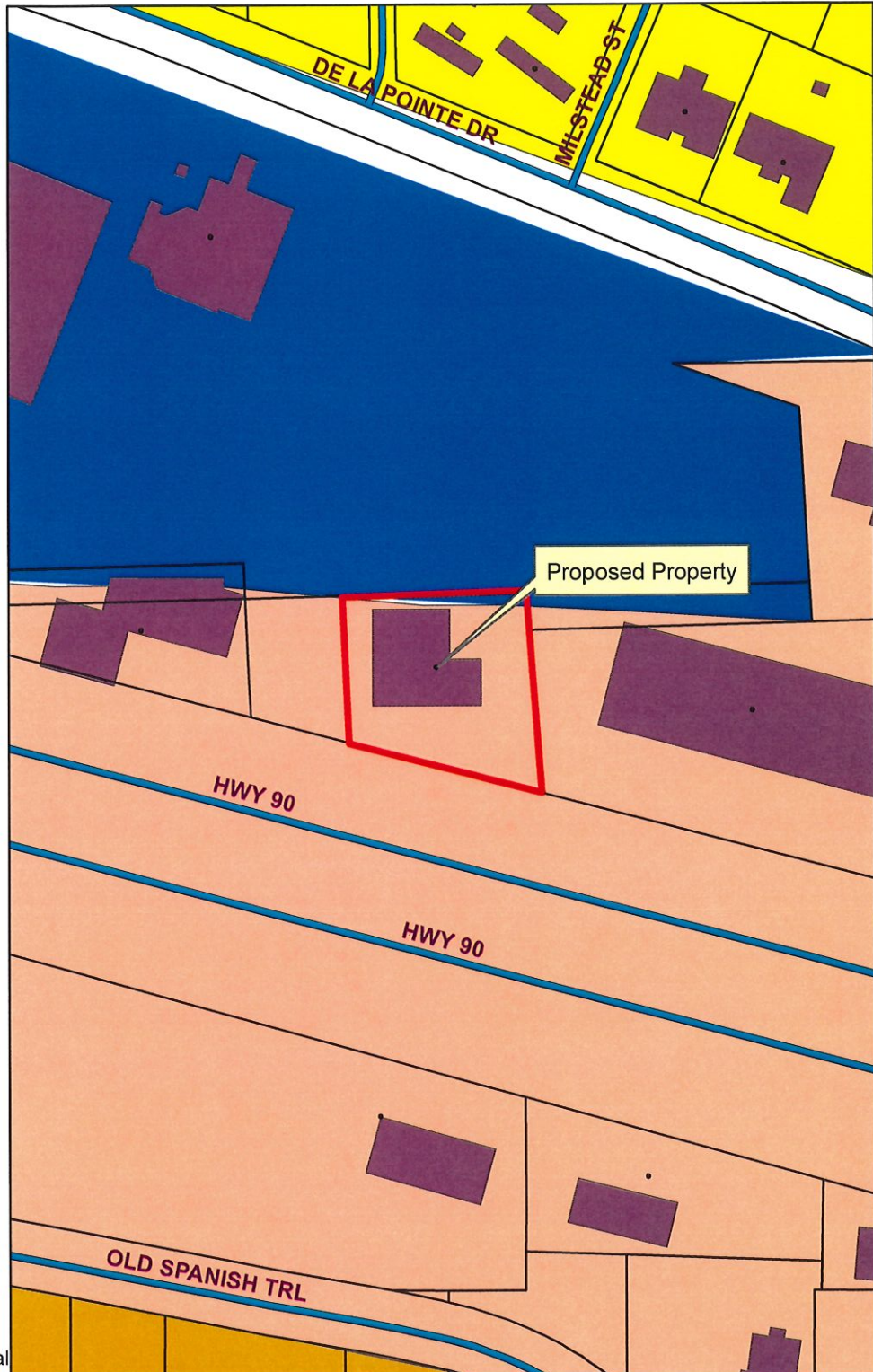
City of Gautier
Planning Department

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



Councilman Colledge made the motion to approve the Special Exception, as presented, 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, due to the fact that the owners have lived on the property before the adoption of the UDO, located at 4824 Old Spanish Trail, Gautier, MS. 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 243-2022 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 be in harmony with the purpose and intent of the Unified Development Ordinance; and will be injurious to the neighborhood or the general welfare; and

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

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

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

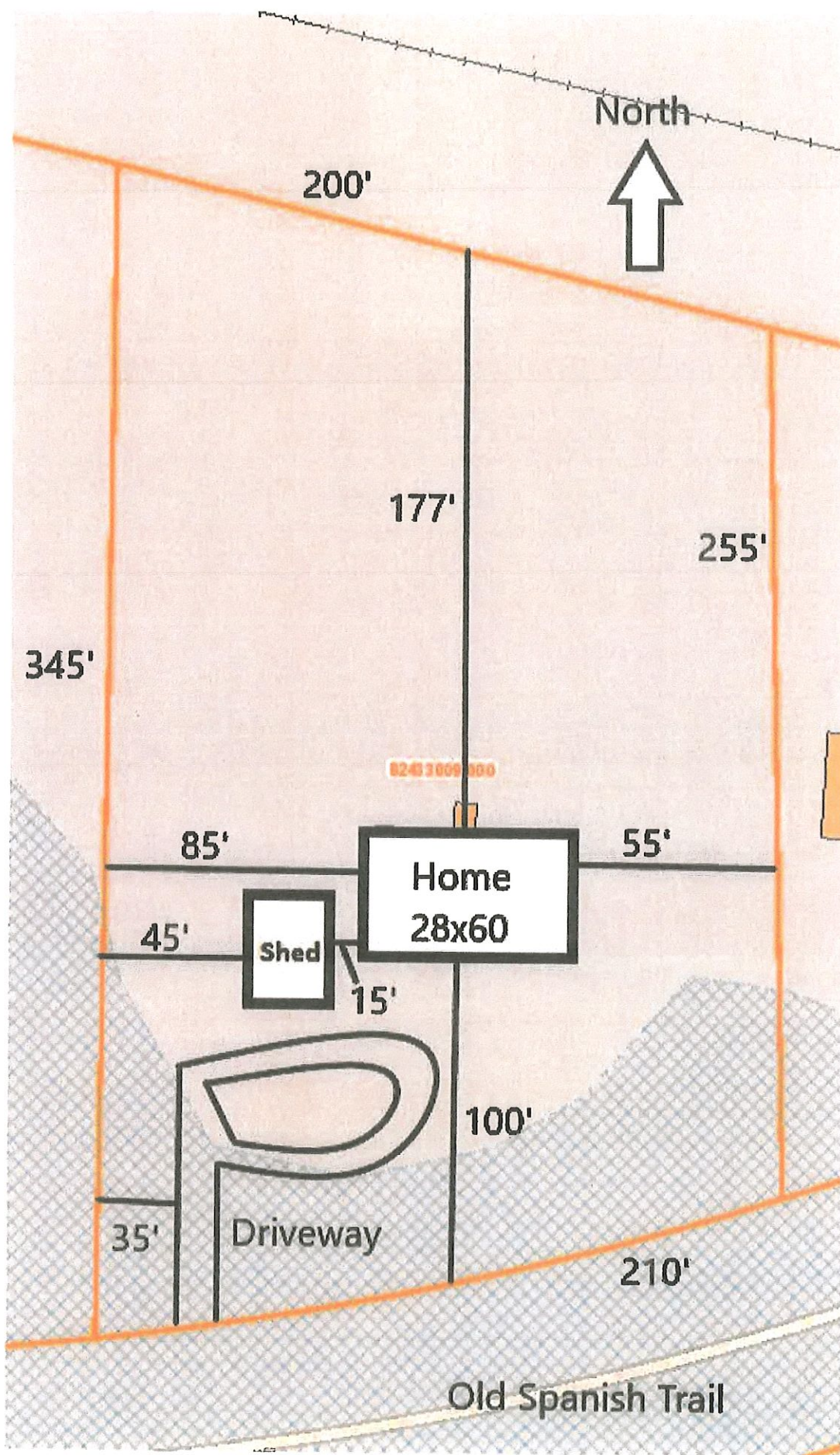
We, David Alan Walters and Delores Ledean Walters, would like to replace our old mobile home with a new manufactured home. Our old home is becoming a health risk for my wife and me. The old home is a 1975 home that has multiple issues including mold issues, structural deterioration, and energy efficiency 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

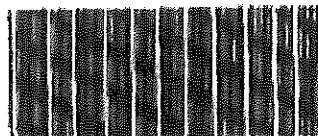
STATE OF MISSISSIPPI

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.

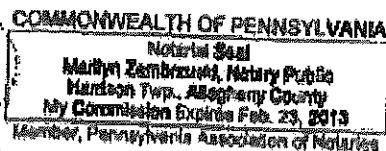
Claude D. Walters
CLAUDE D. WALTERS

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

Unfiled 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 &

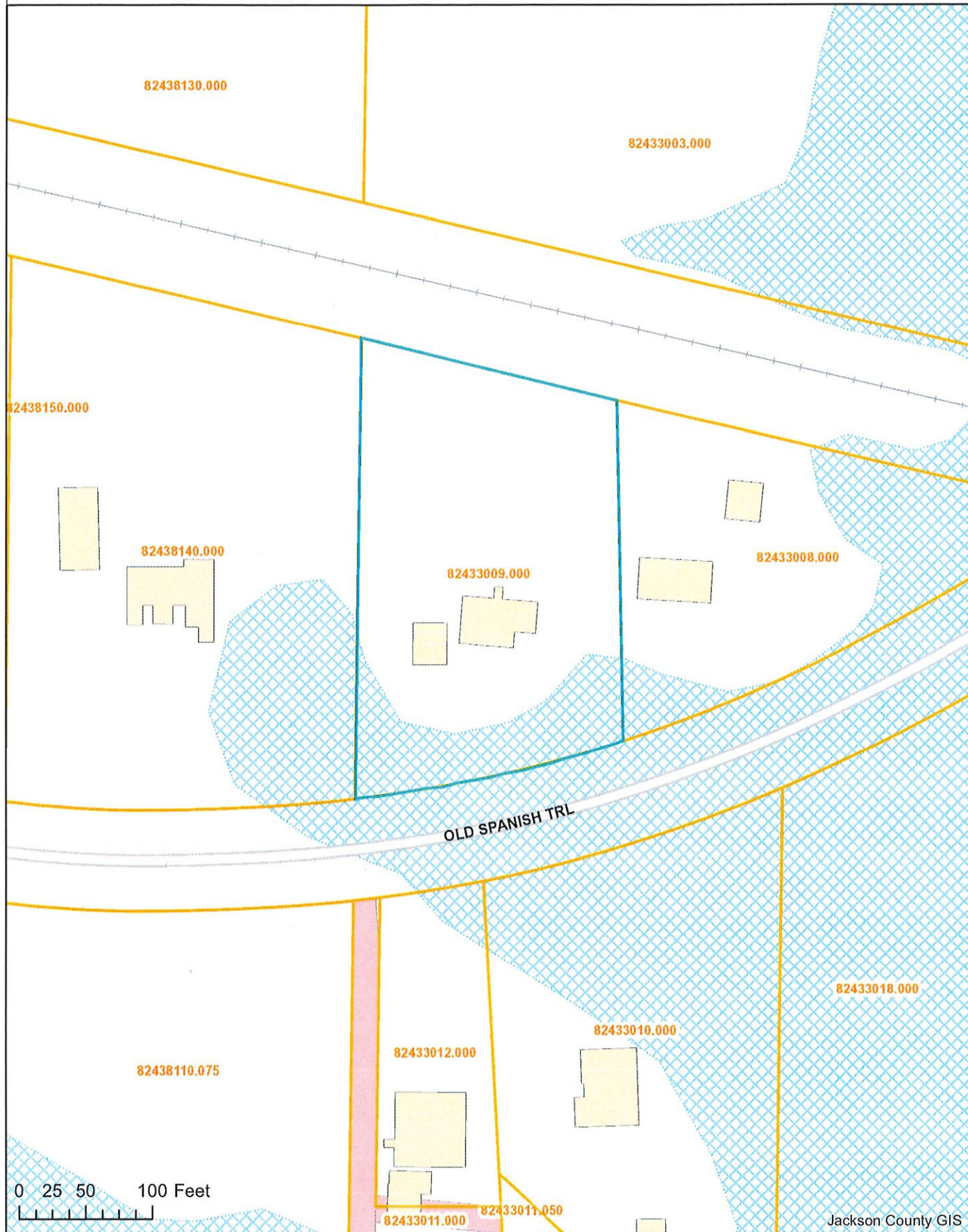


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

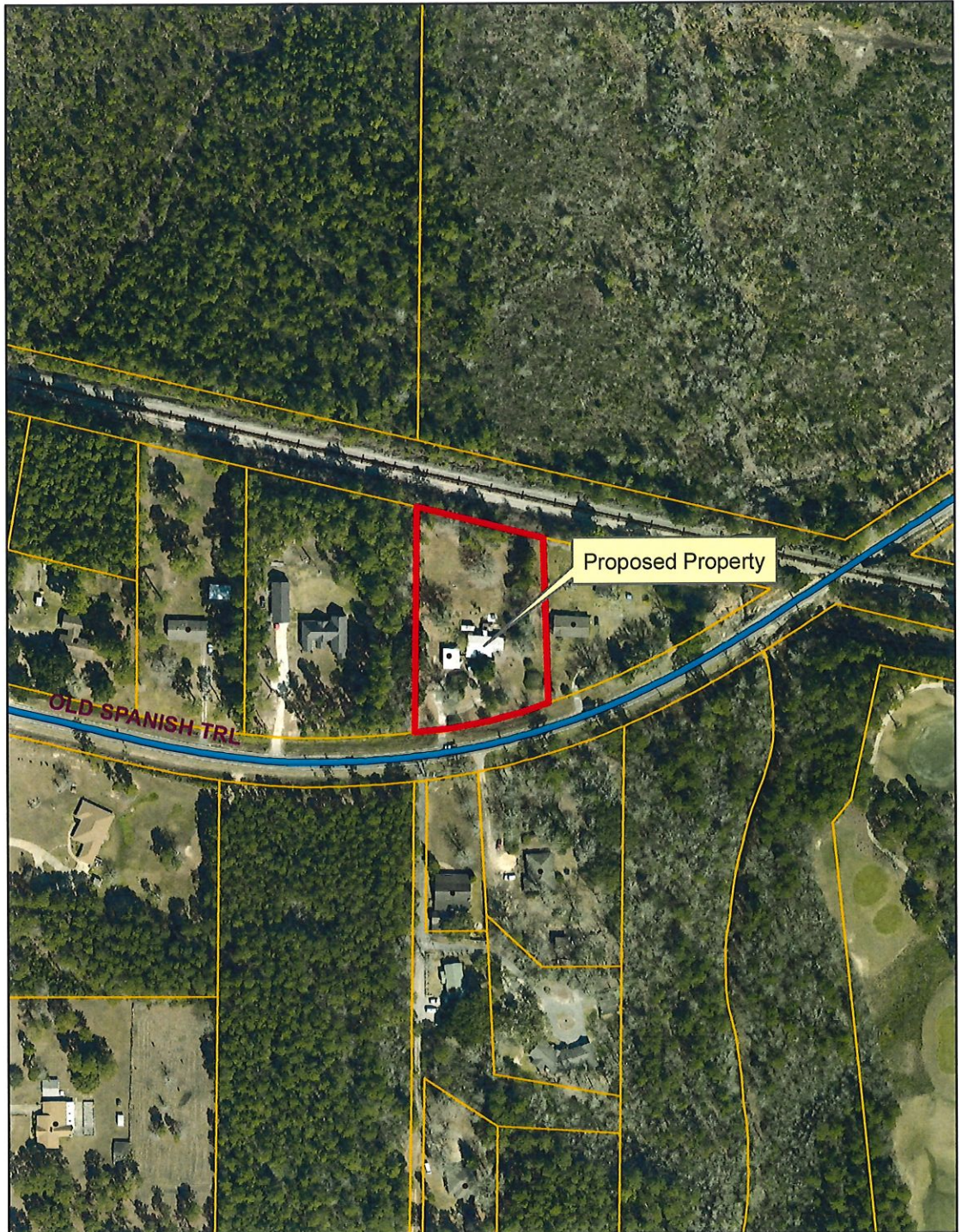


Exhibit B

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

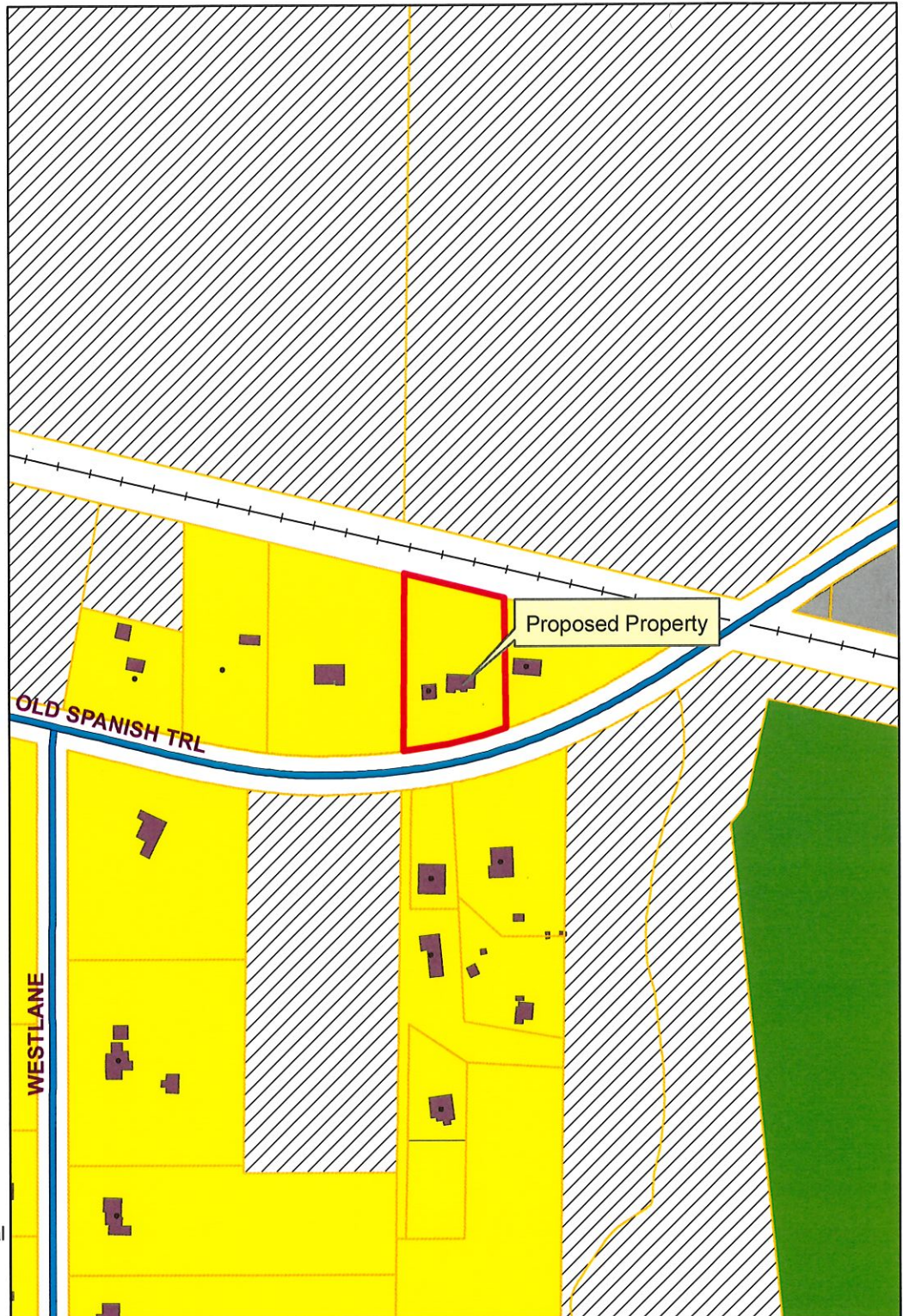


Exhibit D

Future Land-Use

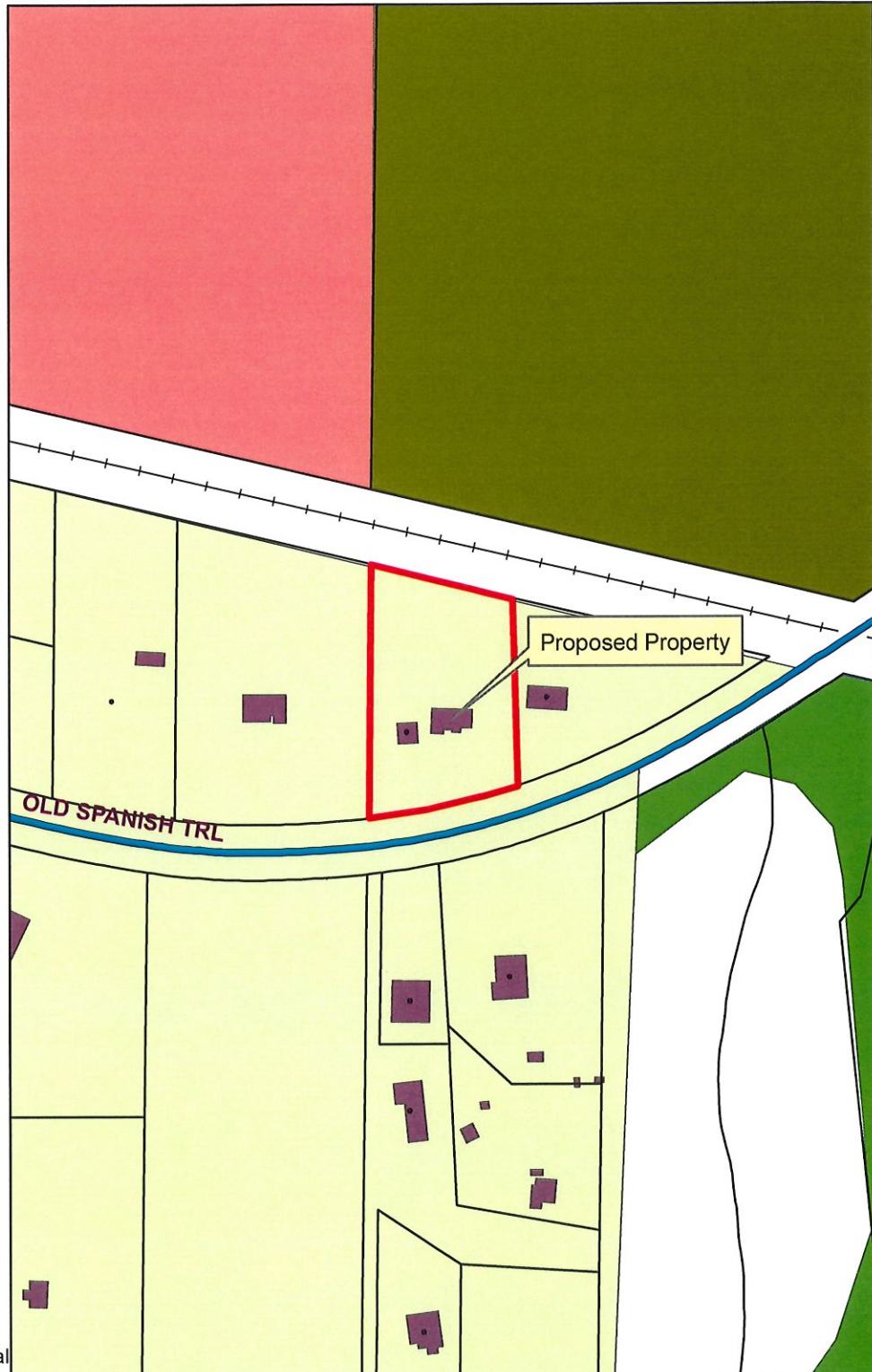
Prepared By:
City of Gautier
Planning Department

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



A discussion was held between Mayor and members of the Council regarding a consideration for an Abatement at 1719 Laurel Glen, Gautier, MS at 6:33pm.

Councilman Colledge made the motion to approve the abatement, as presented, and assess a penalty as a lien against the property in the amount of \$1,500 or 50%, whichever is more, at 1719 Laurel Glen, Gautier, MS (PID #85700146.000). Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 244-2022

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 assessed to the property in the amount of \$1500.00 or 50% of the actual cost of cleaning the property, whichever is more.

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

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 Dante Elbin 207

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 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

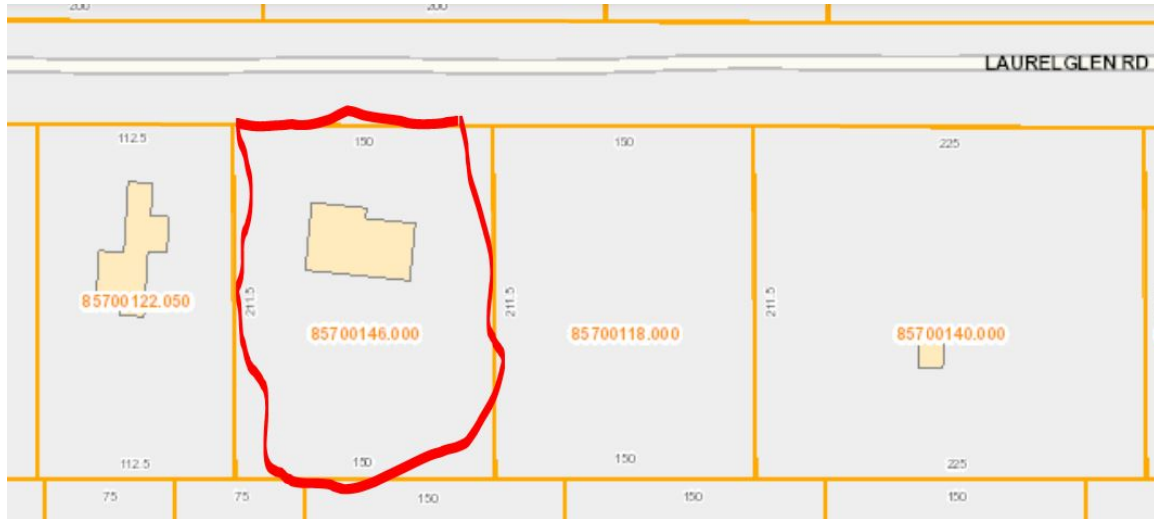
CODE CASE DETAILED REPORT CODE-003353-2022 FOR CITY OF GAUTIER

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 propety 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 Laurelglen 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
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

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

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
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

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

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: 85700144.000
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 11-18-11. THIS NOTICE IS TO INFORM YOU THAT A HEARING WILL BE HELD FOR THIS PARCEL OF LAND THAT IS IN NEED OF ABATEMENT/CLEANING AN ADJUDICATION AT THE HEARING WILL AUTHORIZE THE CITY OF GAUTIER TO RE-ENTER THIS PROPERTY FOR A PERIOD OF ONE (1) YEAR WITHOUT ANY FURTHER HEARING IF NOTICE IS POSTED ON THIS PROPERTY AND AT CITY HALL AT LEAST (7) DAYS BEFORE THIS PROPERTY IS RE-ENTERED FOR ABATEMENT/CLEANING.

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

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

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

ORDER NUMBER 245-2022

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

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

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

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

AYES: Casey Vaughan
 Adam Colledge
 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 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 ENERG C 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
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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

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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

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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	SPORTS CONDUCTOR 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 NAVY (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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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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

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
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

Councilman Gollott made the motion to approve consent agenda items 1-4, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 246-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 247-2022

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 248-2022

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by 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

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

ORDER NUMBER 249-2022

WHEREAS, Hometown Publishing, Inc. provides a program for police departments to receive rebates through calendar advertisement 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 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.

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 250-2022

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

During City Attorney comments, Mayor Vaughan requested a motion regarding approval for a special event permit that would allow a firework show presented at the opening and closing of the play-off game at Gautier High School.

Councilman Colledge made the motion to approve the Gautier High School's Athletic Department special event permit to allow a firework show on November 18, 2022, for the opening and closing celebration of Gautier High School's play-off game. 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:

RESOLUTION NUMBER 183-2022

WHEREAS, Gautier High School's Booster Club has expressed the desire to have a firework show within the City of Gautier on Friday, November 18, 2022 for the celebration of Gautier High School's football team participating in the play-offs; and

WHEREAS, a firework show will be presented at the opening and closing of the play-off game; and

WHEREAS, the fireworks show shall be provided at no charge to the City; and

WHEREAS, the Fire Marshall recommends approval of the firework shows within the Gautier City Limits; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, find the firework show on November 18, 2022 is in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier High School's Athletic Department is hereby authorized to have a firework show on November 18, 2022 for the opening and closing celebration of Gautier High School's play-off game.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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



CITY OF GAUTIER
APPLICATION FOR SPECIAL EVENT PERMIT

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

(Please print or type all information below)

Event Information:

Date of Event: December 3, 2022 Day or Week: Saturday Starting Time: line-up 11:00 a.m. parade 12:00 p.m.

Ending Time: 1:00 p.m. Proposed Location of the Event: William Payne Adams; Dolphin; Gautier-Vancleave; Hwy.90

Describe the type of event to be conducted: 24th Annual Gautier Rotary Christmas Parade

Reason for Event, Demonstration or March: To attract both locals and visitors to the City of Gautier. The City of Gautier has historically provided logistical support as well as traffic control and security for this event. The total expenses for this year's Christmas parade will be around \$500.00 to \$900.00.

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

(Street)

(Direction Turn)

(Street)

1. William Payne Adams Boulevard to;
2. Dolphin Drive (East);
3. Turn right on Gautier-Vancleave Road (South);
4. Turn right on Highway 90 (West);
Turn right on Dolphin Drive (North)
5. End at Dolphin Drive and William Payne Adams Boulevard (the roundabout)

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

Applicant Information:

Organization:

Name: Gautier Rotary Club Phone: (228) 297-3063

Address: Post Office Box 241 Gautier MS 39553
City State Zip

Type of Organization: Civic Profit: Non-Profit Federal ID# 640-76-8451
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Casey Vaughan Phone (Work): n/a

Address: Post Office Box 97 Phone (Cell): (228)297-3063

City: Gautier State: MS Zip Code: 39553

Position with Organization: Parade Chairman

Individual(s) Responsible for keeping order and maintenance:

Name: _____ Phone (H): () _____ - _____ (W) () _____ - _____

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

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

Requirements of Applicant:

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

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

Applicant's Signature: _____ Date: November 21, 2022

FOR OFFICE USE ONLY	
DATE REC'D: _____ EVENT HAS BEEN: _____ APPROVED: _____ APPROVAL/DISAPPROVAL AUTHORITY: _____	RECEIVED BY: _____ DATE: _____

This year's Christmas Parade is Saturday, December 3, 2022 and will roll at 12:00 p.m. Line-up will be north of Lowe's at the intersection of William Payne Adams Boulevard and Dolphin Drive starting at 11:00 a.m.

Summary of in kind services requested:

The Gautier Rotary Club would like to request in kind services from the City of Gautier for the 2022 Christmas Parade to include: police support for safety & traffic control, clean up the streets and grass along the parade route after the parade. By 8:00 a.m. the morning of the parade: bleachers in front of the Singing River Mall property and barricades in front of the judging area.

Details:

Josh Latch, Fire Chief:

- * As in year's past, you all let Santa Claus ride on the fire truck. Will you be able to let Santa ride on the fire truck this year?
- * Do you think the fire fighter union would like to participate in the parade?

David Bever, Police Chief:

- * Do you know how many police cars will be riding in the parade? I need to get them in the line-up. Also, will you be riding this year?
- * Will there be support from Pascagoula or the Sheriff's department? Sometimes the Sheriff's Department comes on 4-wheelers or horses.
- * We also need traffic and safety support.

City of Gautier

- * The city usually requests a spot for the City Council members float. Several years ago, the city employees had a float too. Will the city have one or two entries this year?
- * By 8:00 a.m. the morning of the parade: We need three bleachers in front of the dentists' office in the southwest corner of the mall parking lot along highway 90. We need three barricades to block off the judge's stand in that same area.
- * Also, we will need clean up after the parade as usual.
- * Does the city currently have any Port-O-Lets? Normally, you all put two port-o-lets in the parade set-up area. That would now be on William Payne Adams Boulevard. Although with the mall closed, we may need a port-o-let near the parade route as well. Please let us know.

Thanks for your support!

We're going to have a great community event Saturday, December 3, 2022!

Casey Vaughan, Co-Chairman
228-297-3063

Matthew Johnson, Co-Chairman
228-447-8508

Rotary Club of Gautier, MS
P.O. Box 241
Gautier, MS 39553
Fax: 228-769-2483

GAUTIER ROTARY CLUB HOSTS

The 24th ROTARY

Christmas PARADE

Join the Gautier Rotary Club as they parade
into the Lights and Lagniappe on the Bayou!

Saturday

**DECEMBER 3RD
12PM**



Service Above Self

For more information visit:

**ROTARY CLUB OF GAUTIER
FACEBOOK PAGE**

INTERESTED ON RIDING IN THE PARADE?

PLEASE CONTACT:

228-297-3063, 228-497-7800 OR 228-238-0830

No Entry Fees!





24th ANNUAL GAUTIER ROTARY CHRISTMAS PARADE

December 3, 2022 at 12:00 p.m. (Always the 1st Saturday in December!)

There is No Entry Fee, just fill out the application form and send it in!

Annual Christmas Parade is organized by the Rotary Club of Gautier

Name of Group _____

Theme of your Entry _____

Type of Entry:
Float / Car / Pick-Up Truck / Marching Group / Dance Group / Riding
or Driving Group- car, motorcycle, horse group, or other type of
group? (Please Circle) Other: _____

Number of Participants in Group: _____ Space Needed: _____

Contact Person(s) _____

Cell Phone(s) _____ E-Mail _____

Please fax this form ASAP to: 228-769-2483 or

E-Mail to: caseycvaughan@yahoo.com
johnson.mo@hotmail.com
bzlofton60@bellsouth.net

If any questions, contact: Casey Vaughan (228) 297-3063
Matthew Johnson (228) 447-8508
Billie Lofton (228) 238-0830

- Line up starts at the intersection of William Payne Adams Blvd. & Dolphin Dr. (north of Lowe's) at 11:00 a.m. You do not have to be there at 11:00 am, but **NO LATER** than 11:30 am. You will need to enter the staging area from Beasley Rd. You will fall in line as you arrive. Earlier floats/vehicles/groups will be closer to the front.
- Please no Santas in/on floats. Elves and Reindeers are welcome!
- All candy is welcome. Soft objects such as beads, cups, stuffed animals, etc. are encouraged. It takes about 2 cases of beads plus candy/toys per person to make it through the route.
- No alcoholic beverages for parade participants. Drivers are to maintain safe speed and practice safety at all times.



Service Above Self

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

MAYOR

ATTEST:

CITY CLERK

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

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

December 6, 2022
Receive September and October 2022 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive September and October 2022 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for September and October 2022 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

SEP 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,036,862.66
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,018,436.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$3,636,700.26
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$294,088.49
U S Justice Equitable Sharing	Depository Account	157-000-001	\$86,282.65
Fire Protection Fund	Depository Account	160-000-001	\$337,780.98
Tidelands Grant	Depository Account	171-000-001	(\$5,067.90)
Library Support Fund	Depository Account	172-000-001	\$6,099.09
Shepard State Park Fund	Depository Account	176-000-001	\$66,872.56
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$75,678.47
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$96,839.83
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$10,655,751.66
General Depository Reconciled Cash Balance			\$10,655,751.66

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$185,888.80)
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$22,466.50)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,020,945.65
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,860,152.87
Enterprise Reconciled Cash Balance			\$2,855,863.69

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,920,733.58
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,500,258.45
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$382,415.77
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$722,410.75
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,522.38
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,522.38
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,000,689.21
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,001,594.55
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,002,934.11
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,092,171.35
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$36,626.22
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$57.45
HB1730 Land Purchase Fund	Restricted Fund	309-000-004	\$0.00
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$4,788,070.40
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,734.72
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,659.57
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$922,889.30
Total Bond & Restricted Reconciled Cash Balances			\$18,873,290.19

**SEP 2022
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2022	SEP 2022	Balance	100.0% % to date
General Fund Revenues	11,523,712.11	11,704,686.94	(180,974.83)	101.5%
Expenditures:				
001 Legislative	278,455.00	261,848.54	16,606.46	94.0%
010 City Court	359,479.00	353,457.14	6,021.86	98.3%
021 City Manager	295,800.00	212,542.39	83,257.61	71.8%
022 Human Resources	79,170.00	73,715.23	5,454.77	93.1%
040 City Clerk	537,511.00	512,161.59	25,349.41	95.2%
060 City Attorney	165,000.00	156,059.60	8,940.40	94.5%
090 Economic Dev - Planning	513,551.00	485,598.56	27,952.44	94.5%
092 Building & General Expenses	739,200.00	663,184.44	76,015.56	89.7%
094 Grants & Project Admin	216,305.00	199,052.71	17,252.29	92.0%
100 Police	4,062,035.00	3,755,897.73	306,137.27	92.4%
161 Fire	2,803,845.00	2,650,677.10	153,167.90	94.5%
170 Recreation	877,459.00	807,532.35	69,926.65	92.0%
201 PW: Streets	445,000.00	265,067.38	179,932.62	59.5%
205 PW: Maintenance	307,074.00	262,294.02	44,779.98	85.4%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	1,009,135.11	1,008,885.11	250.00	99.9%
General Fund Expenditures	12,776,473.11	11,755,427.44	1,021,045.67	92.0%
<i>Total Operating Expenditures</i>	11,190,908.00	10,245,249.65	945,658.35	
<i>Total Capital Outlay Expenditures</i>	360,893.00	285,760.09	75,132.91	
<i>Total Debt Service</i>	215,537.00	215,532.59	4.41	
<i>Total Transfers Out</i>	1,009,135.11	1,008,885.11	250.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,776,473.11	11,755,427.44	1,021,045.67	
<i>Personnel</i>	8,314,113.00	8,018,631.35	295,481.65	
<i>Supplies</i>	748,472.00	527,137.24	221,334.76	
<i>Other Services</i>	2,128,323.00	1,699,481.06	428,841.94	
<i>Capital Outlay</i>	360,893.00	285,760.09	75,132.91	
<i>Debt Service</i>	215,537.00	215,532.59	4.41	
<i>Interfund Transfers for DS</i>	1,009,135.11	1,008,885.11	250.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,776,473.11	11,755,427.44	1,021,045.67	

**SEP 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of SEP 2022	Balance	100% % to date
002 HB1 Modernization Funds				
Revenues	846,086.00	802,944.41	43,141.59	94.9%
Expenditures	1,276,578.00	215,000.00	1,061,578.00	16.8%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	2,272,838.61	2,272,838.61	0.00	100.0%
Expenditures	4,545,677.23	908,976.97	3,636,700.26	19.9%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	1,200.00	1,783.43	40.2%
130 \$7M GO Bond - Capital Improvements				
Revenues	6,442,527.00	1,590,854.75	4,851,672.25	24.6%
Expenditures	8,496,100.68	1,721,455.66	6,774,645.02	20.2%
156 SE MS METRO TASK FORCE				
Revenues	0.00	30,000.00	(30,000.00)	
Expenditures	264,240.00	210,619.17	53,620.83	79.7%
157 US Justice Equitable Sharing				
Revenues	0.00	50,306.15	(50,306.15)	
Expenditures	41,995.93	6,019.43	35,976.50	14.3%
160 Fire Protection Fund				
Revenues	672,000.00	240,446.47	431,553.53	35.7%
Expenditures	654,097.30	0.00	654,097.30	
171 Combined Tidelands Grant				
Revenues	673,868.04	99,357.08	574,510.96	14.7%
Expenditures	703,868.04	134,424.98	569,443.06	19.0%
172 Library Support Fund				
Revenues	125,282.00	125,733.18	(451.18)	100.3%
Expenditures	125,282.00	125,282.00	0.00	100.0%
176 Shepard State Park				
Revenues	251,670.00	166,260.62	85,409.38	66.0%
Expenditures	281,981.00	185,695.31	96,285.69	65.8%
177 HB1353 Local Imps: Shepard				
Revenues	1,500,000.00	1,500,258.45	(258.45)	100.0%
Expenditures	1,500,000.00	0.00	1,500,000.00	
250 2018 W&S Bond Debt Service				
Revenues	288,796.00	288,785.54	10.46	99.9%
Expenditures	284,494.00	284,493.76	0.24	99.9%

**SEP 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of SEP 2022	Balance	100% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,672.00	10,658.82	13.18	99.8%
Expenditures	646.00	565.76	80.24	87.5%
252 2019 W&S Bond Debt Service				
Revenues	385,096.00	385,116.08	(20.08)	100.0%
Expenditures	378,707.00	378,706.25	0.75	99.9%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,782.00	10,866.96	(84.96)	100.7%
Expenditures	816.00	812.30	3.70	99.5%
300 USDA-NRCS EWP				
Revenues	150,029.46	150,029.46	0.00	100.0%
Expenditures	57,715.44	57,715.44	0.00	100.0%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	481,570.32	363,147.43	118,422.89	75.4%
Expenditures	720,410.82	547,836.39	172,574.43	76.0%
304 Town Commons Park Project				
Revenues	8,288,687.38	8,290,743.27	(2,055.89)	100.0%
Expenditures	9,906,491.51	1,750,255.72	8,156,235.79	17.6%
305 S2019 MPI GO Bond Construction Fund				
Revenues	300,332.00	301,350.78	(1,018.78)	100.3%
Expenditures	367,321.38	348,998.26	18,323.12	95.0%
307 Bacot Park Improvements				
Revenues	216,621.00	216,621.00	0.00	100.0%
Expenditures	1,748,995.70	1,259,860.63	489,135.07	72.0%
309 Town Center Retail Dev Complex				
Revenues	7,321,747.20	7,021,575.35	300,171.85	95.9%
Expenditures	9,323,017.60	9,023,017.60	300,000.00	96.7%
352 2018 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	16,702.23	16,702.23	0.00	100.0%
353 Hwy 57 Utility Line Relocation				
Revenues	11,047.34	11,047.34	0.00	100.0%
Expenditures	11,047.34	11,047.34	0.00	100.0%
355 Water Supply & Treatment Plant				
Revenues	38,979.57	42,480.92	(3,501.35)	108.9%
Expenditures	5,258,590.77	475,223.92	4,783,366.85	9.0%

**SEP 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of SEP 2022	Balance	100% % to date
358 2019 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	5,230.00	5,154.97	75.03	98.5%
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,624,746.79	1,438,857.99	185,888.80	88.5%
Expenditures	1,724,784.54	1,554,102.24	170,682.30	90.1%
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,668,265.00	207,132.00	2,461,133.00	7.7%
Expenditures	2,654,565.00	171,238.76	2,483,326.24	6.4%
404 Solid Waste Fund				
Revenues	1,586,340.00	1,601,537.75	(15,197.75)	100.9%
Expenditures	1,592,850.00	1,592,775.69	74.31	99.9%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	40.00	635.25	(595.25)	1588.1%
Expenditures	95.00	0.00	95.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	484.81	(34.81)	107.7%
Expenditures	827.00	0.00	827.00	

**SEP 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2022	SEP 2022	Balance	100.0% % to date
Utility Fund Revenues	9,095,000.00	9,289,191.36	(194,191.36)	102.1%
Administration	3,133,308.00	3,073,405.23	59,902.77	98.0%
Water & Sewer O & M	3,814,907.00	3,611,178.26	203,728.74	94.6%
Debt Service	1,065,921.00	1,065,848.82	72.18	99.9%
Transfers	1,541,616.00	1,541,616.00	0.00	100.0%
Contingencies	80,920.00	0.00	80,920.00	
Utility Fund Expenditures	9,636,672.00	9,292,048.31	344,623.69	96.4%
<i>Total Operating Expenditures</i>	<i>6,794,551.00</i>	<i>6,574,017.35</i>	<i>220,533.65</i>	
<i>Total Capital Outlay Expenditures</i>	<i>153,664.00</i>	<i>110,566.14</i>	<i>43,097.86</i>	
<i>Total Debt Service</i>	<i>1,065,921.00</i>	<i>1,065,848.82</i>	<i>72.18</i>	
<i>Total Interfund Transfers</i>	<i>1,541,616.00</i>	<i>1,541,616.00</i>	<i>0.00</i>	
<i>Total Contingency Expenditures</i>	<i>80,920.00</i>	<i>0.00</i>	<i>80,920.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>9,292,048.31</i>	<i>344,623.69</i>	
<i>Personnel</i>	<i>570,939.00</i>	<i>561,087.11</i>	<i>9,851.89</i>	
<i>Supplies</i>	<i>299,000.00</i>	<i>237,483.16</i>	<i>61,516.84</i>	
<i>Other Services</i>	<i>5,924,612.00</i>	<i>5,775,447.08</i>	<i>149,164.92</i>	
<i>Capital Outlay</i>	<i>153,664.00</i>	<i>110,566.14</i>	<i>43,097.86</i>	
<i>Debt Service</i>	<i>1,065,921.00</i>	<i>1,065,848.82</i>	<i>72.18</i>	
<i>Interfund Transfers</i>	<i>1,541,616.00</i>	<i>1,541,616.00</i>	<i>0.00</i>	
<i>Contingencies</i>	<i>80,920.00</i>	<i>0.00</i>	<i>80,920.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>9,292,048.31</i>	<i>344,623.69</i>	

OCT 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,432,715.22
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,018,436.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$3,526,462.44
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$269,012.49
U S Justice Equitable Sharing	Depository Account	157-000-001	\$86,282.65
Fire Protection Fund	Depository Account	160-000-001	\$337,780.98
Tidelands Grant	Depository Account	171-000-001	(\$6,720.62)
Library Support Fund	Depository Account	172-000-001	\$1,930.01
Shepard State Park Fund	Depository Account	176-000-001	\$68,773.83
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$75,482.54
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	(\$10,855.34)
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$9,804,478.77
General Depository Reconciled Cash Balance			\$9,804,478.77

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$0.01
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$22,466.50)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,226,366.05
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,251,462.08
Enterprise Reconciled Cash Balance			\$3,247,713.09

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,921,460.78
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,500,826.46
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$374,515.84
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$722,684.26
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,537.73
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,537.73
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,002,203.88
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,001,973.76
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,003,257.32
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,092,584.84
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$36,640.08
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$57.45
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$4,689,207.79
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$167,019.95
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,755.99
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$927,340.45

Total Bond & Restricted Reconciled Cash Balances \$18,775,604.31

**OCT 2022
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	OCT 2022	Balance	8.33% % to date
General Fund Revenues	11,250,849.00	390,270.72	10,860,578.28	3.4%
Expenditures:				
001 Legislative	265,541.00	24,239.12	241,301.88	9.1%
010 City Court	340,660.00	15,555.75	325,104.25	4.5%
021 City Manager	336,800.00	26,227.00	310,573.00	7.7%
022 Human Resources	76,928.00	4,991.42	71,936.58	6.4%
040 City Clerk	505,751.00	33,970.04	471,780.96	6.7%
060 City Attorney	160,000.00	11,250.00	148,750.00	7.0%
090 Economic Dev - Planning	521,675.00	34,704.70	486,970.30	6.6%
092 Building & General Expenses	1,321,000.00	203,056.60	1,117,943.40	15.3%
094 Grants & Project Admin	235,608.00	16,766.78	218,841.22	7.1%
100 Police	3,165,971.00	171,863.81	2,994,107.19	5.4%
161 Fire	3,024,807.00	197,417.78	2,827,389.22	6.5%
170 Recreation	823,599.00	48,971.93	774,627.07	5.9%
201 PW: Streets	381,300.00	0.00	381,300.00	
205 PW: Maintenance	393,295.00	19,671.87	373,623.13	5.0%
680 Debt Service	87,454.00	0.00	87,454.00	
900 Interfund Transfers	882,540.00	0.00	882,540.00	
General Fund Expenditures	12,522,929.00	808,686.80	11,714,242.20	6.4%
<i>Total Operating Expenditures</i>	<i>10,883,155.00</i>	<i>808,686.80</i>	<i>10,074,468.20</i>	
<i>Total Capital Outlay Expenditures</i>	<i>579,741.00</i>	<i>0.00</i>	<i>579,741.00</i>	
<i>Total Debt Service</i>	<i>177,493.00</i>	<i>0.00</i>	<i>177,493.00</i>	
<i>Total Transfers Out</i>	<i>882,540.00</i>	<i>0.00</i>	<i>882,540.00</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>808,686.80</i>	<i>11,714,242.20</i>	
<i>Personnel</i>	<i>7,483,099.00</i>	<i>548,445.77</i>	<i>6,934,653.23</i>	
<i>Supplies</i>	<i>749,211.00</i>	<i>18,944.77</i>	<i>730,266.23</i>	
<i>Other Services</i>	<i>2,650,845.00</i>	<i>241,296.26</i>	<i>2,409,548.74</i>	
<i>Capital Outlay</i>	<i>579,741.00</i>	<i>0.00</i>	<i>579,741.00</i>	
<i>Debt Service</i>	<i>177,493.00</i>	<i>0.00</i>	<i>177,493.00</i>	
<i>Interfund Transfers for DS</i>	<i>882,540.00</i>	<i>0.00</i>	<i>882,540.00</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>808,686.80</i>	<i>11,714,242.20</i>	

**OCT 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of OCT 2022	Balance	8.33% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00		1,123,294.00	
Expenditures	2,141,730.07		2,141,730.07	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	110,237.82	3,517,550.18	3.0%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	1,783.43	0.00	1,783.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,881,610.65	727.20	4,880,883.45	
Expenditures	6,888,697.89	0.00	6,888,697.89	
156 SE MS METRO TASK FORCE				
Revenues	0.00		0.00	
Expenditures	276,395.10	7,622.70	268,772.40	2.7%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	80,762.65		80,762.65	
160 Fire Protection Fund				
Revenues	543,000.00		543,000.00	
Expenditures	679,950.79		679,950.79	
171 Combined Tidelands Grant				
Revenues	824,870.30	35,797.28	789,073.02	4.3%
Expenditures	819,802.40	37,450.00	782,352.40	4.5%
172 Library Support Fund				
Revenues	126,031.00	1,930.01	124,100.99	1.5%
Expenditures	126,031.00	3,568.65	122,462.35	2.8%
176 Shepard State Park				
Revenues	241,905.00	15,211.28	226,693.72	6.2%
Expenditures	278,715.00	7,086.46	271,628.54	2.5%
177 HB1353 Local Imps: Shepard				
Revenues	0.00		0.00	
Expenditures	1,500,000.00		1,500,000.00	
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	24,040.07	264,721.93	8.3%
Expenditures	288,119.00	64,059.38	224,059.62	22.2%

**OCT 2022
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of OCT 2022	Balance	8.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	131.53	10,523.47	1.2%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	32,119.38	353,026.62	8.3%
Expenditures	376,638.00	0.00	376,638.00	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	172.68	10,682.32	1.5%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	13.86	298,243.14	
Expenditures	298,157.00	0.00	298,157.00	
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	0.00	500,383.00	
Expenditures	500,383.00	0.00	500,383.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	0.00	0.00	0.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	19,161.00	0.00	19,161.00	
Expenditures	94,839.47	0.00	94,839.47	
304 Town Commons Park Project				
Revenues	259,000.00	2,217.09	256,782.91	0.8%
Expenditures	8,142,015.35	0.00	8,142,015.35	
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	413.49	1,486.51	21.7%
Expenditures	20,721.68	0.00	20,721.68	
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
309 Town Center Retail Dev Complex				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
355 Water Supply & Treatment Plant				
Revenues	325,563.64	1,810.89	323,752.75	0.5%
Expenditures	5,123,657.43	91,827.50	5,031,829.93	1.7%

**OCT 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of OCT 2022	Balance	8.33% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,438,666.50		2,438,666.50	
Expenditures	2,438,666.50		2,438,666.50	
404 Solid Waste Fund				
Revenues	1,592,640.00	0.00	1,592,640.00	
Expenditures	1,605,000.00	107,695.17	1,497,304.83	6.7%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52		47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	285.23	(240.23)	633.8%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	96.42	353.58	21.4%
Expenditures	0.00	0.00	0.00	

**OCT 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	OCT 2022	Balance	8.33% % to date
Utility Fund Revenues	9,100,000.00	785,183.83	8,314,816.17	8.6%
Administration	3,095,272.00	226,902.70	2,868,369.30	7.3%
Water & Sewer O & M	3,976,359.00	243,842.80	3,732,516.20	6.1%
Debt Service	1,065,477.00	43,427.11	1,022,049.89	4.0%
Transfers	1,793,564.00	56,000.00	1,737,564.00	3.1%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	570,172.61	9,560,499.39	5.6%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>470,745.50</i>	<i>6,428,885.50</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>0.00</i>	<i>172,000.00</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>43,427.11</i>	<i>1,022,049.89</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>56,000.00</i>	<i>1,737,564.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>570,172.61</i>	<i>9,560,499.39</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>39,349.79</i>	 <i>501,733.21</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>2,095.75</i>	<i>310,904.25</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>429,299.96</i>	<i>5,616,248.04</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>0.00</i>	<i>172,000.00</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>43,427.11</i>	<i>1,022,049.89</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>56,000.00</i>	<i>1,737,564.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>570,172.61</i>	<i>9,560,499.39</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

December 6, 2022
Approval of the 2022/2023 County Road Paving List

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to approve and submit the attached prioritized paving list for 2022/2023 to Jackson County Board of Supervisors for various resurfacing throughout the City.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City submits an annual prioritized paving list to the Jackson County Board of Supervisors for various resurfacing throughout the City; and

WHEREAS, the City has authority to seek such assistance from the County pursuant to Mississippi law; and

WHEREAS, the Mayor and Members of Council hereby find that submitting the attached prioritized list is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached prioritized paving list for 2022/2023 is hereby approved and the City is hereby authorized to submit the attached prioritized paving list to the Jackson County Board of Supervisors for various resurfacing throughout the City of Gautier.

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 December 6, 2022.

2022 Paving List

Budget

Asphalt	Description	Length (ft)	Width (ft)	Area (sy)	Volume (Tons)	Add 15% Volume	Milling (sy)	Budget	Ward
Aubin Blvd	1-1/2" Overlay	2770	24	7387	609.4	91.4	7387	\$ 81,729.85	1
bond Completed	1-1/2" Overlay			0	0.0	0.0		\$ -	1
Barbados	1-1/2" Overlay	1308	18	2616	215.8	32.4		\$ 21,096.41	1
Mackeral	1-1/2" Overlay	3170	16	5636	464.9	69.7		\$ 45,447.23	1
Lynwood		810	24	2160	178.2	26.7	2160	\$ 23,899.05	2
Carol		825	24	2200	181.5	27.2	2200	\$ 24,341.63	2
					0.0	0.0		\$ -	
Avenida Del Pinar		1422	24	3792	312.8	46.9	3792	\$ 41,956.11	2
Garden Dale		1475	24	3933	324.5	48.7	3933	\$ 43,518.88	2
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
Dayview		324	10	360	29.7	4.5		\$ 2,903.18	3
Fairhaven		1,310	24	3493	288.2	43.2		\$ 28,171.55	3
Collin J McRae		1,330	14	2069	170.7	25.6		\$ 16,684.30	3
Granhurst		1,175	24	3133	258.5	38.8	3133	\$ 34,667.38	3
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
Lagrange		2000	18	4000	330.0	49.5	4000	\$ 44,257.50	5
Cotita		2325	22	5683	468.9	70.3	5683	\$ 62,881.53	5
Grandview		1475	18	2950	243.4	36.5	2950	\$ 32,639.91	5
East Hastings		1400	18	2800	231.0	34.7	2800	\$ 30,980.25	5
Riverview		725	12	967	79.8	12.0	967	\$ 10,696.56	5
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
Homestead		900	24	2400	198.0	29.7	2400	\$ 26,554.50	
Callie		1500	18	3000	247.5	37.1	3000	\$ 33,193.13	
North Ridge		2208	24	5888	485.8	72.9	5888	\$ 65,147.04	
Valley Wood		1730	24	4613	380.6	57.1	4613	\$ 51,042.65	
Linden		260	18	520	42.9	6.4		\$ 4,193.48	
Carrie		816	15	1360	112.2	16.8		\$ 10,967.55	
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	
				0	0.0	0.0		\$ -	

\$85 Per Ton (Asphalt)

\$3 Per SY (Milling)

TOTAL: \$ 736,969.63



Ward 1
Ward 2
Ward 3
Ward 4
Ward 5

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

December 6, 2022
Authorization to accept access, drainage, and temporary construction easement for the Jackson County Civic Action/Gautier Head Start Drainage Pipe Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to accept access, drainage, and temporary construction easement from Gautier Presbyterian Church for the Jackson County Civic Action/Gautier Head Start Drainage Pipe Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Grants and Projects Department requests authorization to accept an access, drainage, and temporary construction easement from Gautier Presbyterian Church for Jackson County Civic Action/Gautier Head Start Drainage Pipe Project; and

WHEREAS, this project will construct a concrete structure adjacent to the Head Start facility, install new drainage pipes and rip-rap, and extend the north end outfall approximately 30 linear feet to the north, with a new headwall to alleviate the turbidity/erosion issues; and

WHEREAS, an access, drainage, and temporary construction easement from the Gautier Presbyterian Church is necessary for this drainage project to move forward; and

WHEREAS, this easement has been approved by the church and signed by four church session members; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the access, drainage, and temporary construction easement from Gautier Presbyterian Church for Jackson County Civic Action/Gautier Head Start Drainage Pipe is hereby approved and accepted.

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 December 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/18/2022
Subject: Gautier Head Start Drain Pipe Project -- Easement from Gautier Presbyterian Church

REQUEST:

The Grants and Projects Department requests City Council authorization to accept an access, drainage, and temporary construction easement from Gautier Presbyterian Church for the Jackson County Civic Action/Gautier Head Start Drainage Pipe Project.

BACKGROUND:

The existing storm drainage pipe between US Hwy. 90 and Old Spanish Trail, between the properties of Jackson County Civic Action Committee and Gautier Presbyterian Church, is deteriorating to the extent that sinkholes are visible. The north end ditch tie-in is experiencing turbidity during rain events and causing erosion to land directly adjacent to it.

This project would construct a concrete structure adjacent to the Head Start facility, install new drainage pipes, rip-rap, and extend the north end outfall approximately 30 linear feet to the north with a new headwall to alleviate the turbidity/erosion issues. The south outfall would be a concrete catch basin and culverts that extend under Old Spanish Trail.

DISCUSSION:

An access, drainage, and temporary construction easement from the Gautier Presbyterian Church is necessary for this drainage project to move forward. The easement has been approved by the church and signed by four church session members.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council accept an access, drainage, and temporary construction easement from Gautier Presbyterian Church for the Jackson County Civic Action/Gautier Head Start Drainage Project.

The City Council may:

1. Accept the access, drainage, and temporary construction easement from Gautier Presbyterian Church, as presented; or
2. Not accept the access, drainage, and temporary construction easement from Gautier Presbyterian Church, as presented.

ATTACHMENTS:

1. Easement Presbyterian Church Executed

Prepared by: BORDIS & DANOS, PLLC
1215 Government St.
Ocean Springs, MS 39564
(228) 215-1367

Return to: BORDIS & DANOS, PLLC
1215 Government St.
Ocean Springs, MS 39564
(228) 215-1367

STATE OF MISSISSIPPI
COUNTY OF JACKSON

**Indexing: Pt. Lot 4, Frac. Sec 31, T7S,
R6W, Jackson County, MS**

**ACCESS, DRAINAGE and TEMPORARY
CONSTRUCTION EASEMENT**

FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars
(\$10.00), cash in hand paid, and other good and valuable consideration, the receipt
of which is hereby acknowledged, we,

THE PRESBYTERIAN CHURCH, U.S.
P.O. Box 340
Gautier, Mississippi 39553
Phone: 228-249-1486

do hereby sell, convey and transfer unto

CITY OF GAUTIER, MISSISSIPPI
3330 U.S. Highway 90
Gautier, Mississippi 39553
228-487-8000

a perpetual, non-exclusive Easement for sewer and drainage, in, into, upon, over, across and under the following described real estate, but not limited to locating, establishing, constructing, installing, maintaining, altering, repairing and operating drainage and sewer systems and devices, to-wit:

A 0.34 acre easement, located in Lot 4, Fractional Section 31, Township 7 South, Range 6 West, Jackson County, Mississippi; commencing at an iron pipe found on the South right-of-way of U.S. Highway 90 at the Northeast corner of property described at Deed Book 354, Page 387, being property now or formerly of The Presbyterian Church, and is based on the Mississippi State Plane Coordinate System, Grid North (NAD 83-2011: Mississippi East Zone) in U.S. Survey feet and having State plane coordinate values of (Northing = 322433.27 feet Easting = 1049812.32 feet) using a convergence angle of 00°06'18.64" and a scale factor of 0.99995492; thence proceed North 75°09'42" West along said monumented right-of-way for a distance of 108.34 feet to a 1/2-inch iron rod set with cap at the point of beginning; thence continue North 75°09'42" West along said right-of-way for a distance of 100.33 feet to a 1/2-inch iron rod found at the corner common to the Presbyterian Church and the Jackson County Civic Action Association, as per Deed Book 1156, Page 274; thence leaving said South margin and along said common line, proceed South 17°44'03" West for a distance of 223.75 feet to a 1/2-inch iron rod found on the North right-of-way of Old Spanish Trail; thence proceed South 64°08'31" East along said right-of-way for a distance of 31.32 feet to a 1/2-inch iron rod set with cap; thence proceed North 34°15'28" East for a distance of 243.29 feet to the point of beginning. Said parcel contains 14979 square feet or 0.34 acre, approximately.

This easement shall be considered a covenant running with the land and shall inure to the benefit of the Grantee and their successors in interest.

TO HAVE AND TO HOLD the above warranted premises, together with all and singular, the hereditaments and appurtenance thereunder belonging or in any wise appertaining to said Grantee, their heirs and assigns forever.

THIS CONVEYANCE is made subject to any and all recorded restrictive covenants, rights-of-way, easements and prior reservations of any oil, gas and mineral rights.

WITNESS our signature, this the 14th day of November, 2022.

THE PRESBYTERIAN CHURCH, U.S.

BY: [Signature]
JAMES CROWE, Session Member
of the Presbytery of South MS

and BY: [Signature]
RICHARD TORGERSO, Session Member of the Presbytery of South MS

and BY: [Signature]
JANET FISHINGER, Session Member
of the Presbytery of South MS

BY: [Signature]
ANDREA PORTER, Session Member of the Presbytery of South MS



STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named James Crowe, who acknowledged that he is a Session Member of the Presbytery of South MS of The Presbyterian Church, U.S., and that in said representative capacity, he signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 14th day of November, 2022.

Lekeisha S. Hill
NOTARY PUBLIC

My Commission Expires: Jan. 20, 2023

STATE OF MISSISSIPPI

COUNTY OF JACKSON



PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Richard Torgerson, who acknowledged that he is a Session Member of the Presbytery of South MS of The Presbyterian Church, U.S., and that in said representative capacity, he signed,

executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of November, 2022.

Lekeisha S. Hill
NOTARY PUBLIC

My Commission Expires: Jan. 20, 2023

STATE OF MISSISSIPPI

COUNTY OF JACKSON



PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JanetFishing, who acknowledged that she is a Session Member of the Presbytery of South MS of The Presbyterian Church, U.S., and that in said representative capacity, she signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of November, 2022.

Lekeisha S. Hill
NOTARY PUBLIC

My Commission Expires: Jan. 20, 2023



STATE OF MISSISSIPPI

COUNTY OF JACKSON

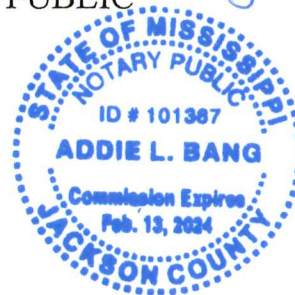
PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Andrea Porter, who acknowledged that she is a Session Member of the Presbytery of South MS of The Presbyterian Church, U.S., and that in said representative capacity, she signed, executed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of November, 2022.

Addie L. Bang
NOTARY PUBLIC

My Commission Expires: Feb 13, 2024

bjm



CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

December 6, 2022
Authorization to enter into a Grant Agreement with the Mississippi Department of Marine Resources (MDMR) for the FY2023 Tidelands funding for the Shepard State Park Upgrades Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Agreement with the Mississippi Department of Marine Resources (MDMR) for the FY2023 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$210,000 (FY23-P618-07)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, on November 29, 2022, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2023 Tidelands grant award in the amount of \$210,000 for the Shepard State Park Upgrades Project; and

WHEREAS, this project is to provide innovative public access opportunities to the general public for recreational purposes, and this goal can be met through continued work to build amenities at Shepard State Park; and

WHEREAS, the Mayor and Council hereby find that entering the attached Tidelands Grant Agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Agreement with the Mississippi Department of Marine Resources for the FY2023 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$210,000.00 is hereby approved and authorized.

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

Motion 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 December 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/29/2022
Subject: FY2023 Tidelands Grant Agreement Award – Shepard State Park Upgrades (FY23-P618-07)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$210,000.

BACKGROUND:

On November 29, 2022, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2023 Tidelands grant award in the amount of \$210,000 for the Shepard State Park Upgrades Project.

DISCUSSION:

The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. This goal can be met through continued work to build amenities at Shepard State Park.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$210,000.

The City Council may:

1. Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$210,000, as presented; or
2. Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Shepard State Park Upgrades Project in the amount of \$210,000.

ATTACHMENTS:

1. FY23-P618-07 Award Letter and Grant Agreement signed



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

November 22, 2022

Mayor Casey Vaughan
3330 Highway 90
Gautier, MS 39553

Re: Tidelands Grant Award – Shepard State Park Upgrades

Dear Mayor Vaughan:

Due to the change in the Tidelands Revenue received by the Secretary of State's Office, the Department of Marine Resources will be reducing your FY23 Tidelands Awards (at a) prorated amount of 16%. H.B. No. 1624 Section 5 gives the Department of Marine Resources the authority to allocate funding on a pro rata basis as needed when the actual funding is less than the appropriations bill. Your new FY23 Tidelands funding for the above referenced project will be \$210,000.00.

As per H.B. No 1624 Section 4, The Mississippi Department of Marine Resources (MDMR) request that you submit an amended Tidelands Application to reflect the change in funding. An Amended Tidelands application can be found on our website at (dmr.ms.gov). Attached you will find your approved FY23 Tidelands Grant Agreement. Please review and return a fully executed copy with the amended application by December 15, 2022.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or Joe.Spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins

Joe Spraggins
Executive Director

cc: April Stennett

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement
City of Gautier
FISCAL YEAR 2022**

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1624 2022 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **\$ 210,000.00** for the Shepard State Parks Project, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1624 2022 Regular Session Shepard State Parks Project and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 30, 2023, and every six months thereafter for the duration of project, using the attached form TTF-4. Project reports will include:

-Final project design and budget	- Description of Work Completed
-Benefits to the public and community	- Milestones for Completion
-Visual presentation (photographs) of project	- Funds expended (to include Tidelands and Matching Funds)
-Narrative description of project	
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2023 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources.”
- 5) To comply with the Stop Work Order Provisions listed below:
 1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

2. cancel the stop work order; or,
3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
4. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


Joe Spraggins Nov 28, 2022 14:03 CST

 Joe Spraggins, Executive Director
 Department of Marine Resources

Nov 28, 2022

 Date

 Casey Vaughan, Mayor
 City of Gautier

 Date

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

December 6, 2022
Authorization to enter into a Grant Agreement
with the Mississippi Department of Marine
Resources (MDMR) for the FY2023 Tidelands
funding for the Mary Walker Bayou Parks Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Agreement with the Mississippi Department of Marine Resources (MDMR) for the FY2023 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$210,000 (FY23-P618-06)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, on November 29, 2022, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2023 Tidelands grant award in the amount of \$210,000 for the Mary Walker Bayou Parks Project; and

WHEREAS, this project is to provide innovative public access opportunities to the general public for recreational purposes, and this goal can be met through continued work to build amenities at City Park and Town Commons Park; and

WHEREAS, the Mayor and Council hereby find that entering the attached Tidelands Grant Agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Agreement with the Mississippi Department of Marine Resources for the FY2023 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$210,000.00 is hereby approved and authorized.

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

Motion 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 December 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 11/29/2022
Subject: FY2023 Tidelands Grant Agreement - Mary Walker Bayou Parks Project (FY23-P618-06)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$210,000.

BACKGROUND:

On November 29, 2022, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2023 Tidelands grant award in the amount of \$210,000 for the Mary Walker Bayou Parks Project. This project, which affects Town Commons Park and George Martin City Park, was previously known as the City Park Community Center Phase III Project and has been ongoing for several years.

DISCUSSION:

The goal of this project is to provide innovative public access opportunities to the general public for recreational purposes. This goal can be met through continued work to build amenities at City Park and Town Commons Park.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$210,000.

The City Council may:

1. Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$210,000, as presented; or
2. Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2023 Tidelands funding for the Mary Walker Bayou Parks Project in the amount of \$210,000.

ATTACHMENTS:

1. FY23-P618-06 Award Letter and Grant Agreement Signed



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

November 22, 2022

Mayor Casey Vaughan
3330 Highway 90
Gautier, MS 39553

Re: Tidelands Grant Award –Mary Walker Bayou Parks

Dear Mayor Vaughan:

Due to the change in the Tidelands Revenue received by the Secretary of State's Office, the Department of Marine Resources will be reducing your FY23 Tidelands Awards (at a) prorated amount of 16%. H.B. No. 1624 Section 5 gives the Department of Marine Resources the authority to allocate funding on a pro rata basis as needed when the actual funding is less than the appropriations bill. Your new FY23 Tidelands funding for the above referenced project will be \$210,000.00.

As per H.B. No 1624 Section 4, The Mississippi Department of Marine Resources (MDMR) request that you submit an amended Tidelands Application to reflect the change in funding. An Amended Tidelands application can be found on our website at (dmr.ms.gov). Attached you will find your approved FY23 Tidelands Grant Agreement. Please review and return a fully executed copy with the amended application by December 15, 2022.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or Joe.Spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins 11/22/2022 11:25 CST)

Joe Spraggins
Executive Director

cc: April Stennett

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement****City of Gautier****FISCAL YEAR 2022**

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1624 2022 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of **\$ 210,000.00** for the Mary Walker Bayou Parks, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1624 2022 Regular Session Mary Walker Bayou Project and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 30, 2023, and every six months thereafter for the duration of project, using the attached form TTF-4. Project reports will include:

-Final project design and budget	- Description of Work Completed
-Benefits to the public and community	- Milestones for Completion
-Visual presentation (photographs) of project	- Funds expended (to include Tidelands and Matching Funds)
-Narrative description of project	
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2023 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources.”
- 5) To comply with the Stop Work Order Provisions listed below:
 1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

2. cancel the stop work order; or,
3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
4. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.


 Joe Spraggins, Executive Director
 Department of Marine Resources

Nov 28, 2022

Date

Casey Vaughan, Mayor
 City of Gautier

Date

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

December 6, 2022
Authorization to enter into an agreement with Levi Hall regarding the donation of a trained police K9 to the City, while Officer Hall is employed

Introduced by:
Contact Person/Telephone

Chief David Bever 497-8007

Summary Explanation: Authorization to enter into an agreement with Levi Hall regarding the donation of a trained police K9 to the City, while Officer Hall is employed.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Gautier Police Department desires to enter into an agreement with Officer Levi Hall, current police officer, over the donation of a trained police K9 to the City while Officer Hall is employed with the City; and

WHEREAS, Officer Levi Hall currently owns an eight-year-old German Shepard named 'Tok,' who is trained and certified in narcotics detection and human smuggling detection through the United States Custom and Border Patrol; and

WHEREAS, Officer Hall wishes to donate K9 "Tok" while he is employed with the City of Gautier. If for any reason Officer Hall's employment is terminated, Tok would be considered retired and returned to Officer Hall; and

WHEREAS, the City would assume veterinarian care, insurance, food and other K9 related costs; and

WHEREAS, the City Council and Mayor hereby find that acceptance of such as donation is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the donation of an eight (8) year old German Shepard K-9 is hereby accepted, authorized, and approved; and

IT IS FURTHER ORDERED that the German Shepard K-9 be placed on the City insurance; and

IT IS FURTHER ORDERED that the German Shepard K-9 will be retired if and when Officer Hall's employment with the City comes to an end.

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 December 6, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: November 23, 2022
Subject: Police K9 “Tok” Donation

REQUEST:

The Police Department requests City Council authorization to enter into an Agreement with Levi Hall, current Gautier police officer, over the donation of a trained police K9 to the City while Officer Hall is employed with the City.

BACKGROUND:

Levi Hall currently owns an eight-year-old German Shephard named “Tok”. K9 Tok is trained and certified in narcotics detection and human smuggling detection through United States Custom and Border Patrol. Purchasing a dog of this caliber would cost the City approximately \$10,000.

DISCUSSION:

Levi Hall wishes to donate K9 “Tok” to the City while he is employed here. The City would assume veterinarian, insurance, food and other K9 related costs. If for some reason Officer Hall’s employment is terminated with the city, K9 “Tok” would be considered retired and given back to Officer Hall. The Police department already possess all necessary equipment to deploy another K9 team.

RECOMMENDATION:

The Police Department recommends the Council to enter into Agreement with Officer Levi Hall and accept the K9 donation.

ATTACHMENT(S):

1. Letter From Levi Hall
2. Certificate of Training

LEVI HALL

November 20, 2022

To whom this may concern,

It is with my utmost enjoyment, I wish to donate my K9, Tok, to the City of Gautier, located in Jackson County, Mississippi.

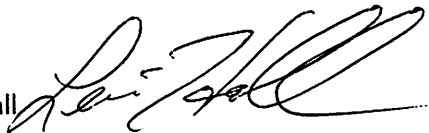
I, Levi Hall, current owner, request the following conditions as my terms of donation :

1. K9 Tok to be worked within the Gautier Police Department, as a K9, and assigned to myself, per PD policy.
2. All medical and other expenses associated with K9 Tok's training and upkeep (food, uniforms and travel) to be covered,as needed, per department K9 policy.
3. Should employment obligations terminate under any circumstances for me, K9 Tok will be retired from his " Police Status" and returned to me.

Should any questions arise regarding my request to donate, please do not hesitate to contact me.

Sincerely,

Levi Hall



228-236-5238



**U.S. Customs and
Border Protection**

May 18, 2021

**CBP CANINE PROGRAM
DETECTION CANINE TEAM CERTIFICATION**

On May 17, 2021 through May 18, 2021, Border Patrol Agent Levi Hall and Canine Tok 160308 participated in the U.S. Customs and Border Protection Detection Canine Team Certification.

This certification is a comprehensive test designed to measure the ability of the dog and the handler in searching for, and detecting the presence of, concealed humans and controlled substances. The certification is administered in different environments, with a variety of distractions and is designed to duplicate actual field conditions which may be encountered by the canine team.

The team of BPA Hall and Canine Tok successfully completed the U.S. Customs and Border Protection Detection Canine Team Certification on May 18, 2021 and effective this date is certified in the detection of concealed humans and the odors of Cocaine and its derivatives, Marijuana and its derivatives, Heroin and its derivatives, Methamphetamine and its derivatives, Fentanyl and its derivatives, and Ecstasy.

This certification is valid for a period of one year from the date of issuance.

Troy L. Land
Supervisor

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 6, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
