

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 5, 2023 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier Rotary Club has rescheduled the 25th Annual Rotary Christmas Parade until Saturday, December 9th at 12pm.
2. Following the parade, City of Gautier's Annual Lights and Lagniappe on the Bayou will be December 9th, starting at 1pm at the Former Singing River Mall Property.

IV. Presentation Agenda

V. Business Agenda

1. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Fairway Boat Launch and Pier Project - Hickory Hills

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of Change Order No. 1 to increase the contract amount for the Gautier Head Start Drainage Improvement Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. 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 21, 2023 at 6:30pm
2. Approval of water and sewer adjustments for December 2023 in the amount of \$12,029.28

3. **Authorization to accept a monetary donation from Gautier Pride, Inc. for the City of Gautier's Lights and Lagniappe on the Bayou**
4. **Approval of Change Order No. 1 with Gulf Coast Solutions for the Shepard State Park RV Expansion Project**
5. **Authorization to advertise for bids for the Shepard State Park Bathhouse and Laundry Facility Project**

VII. STUDY AGENDA

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

Recess until December 19, 2023 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
December 5, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Gautier Rotary Club has rescheduled the 25th Annual Rotary Christmas Parade until Saturday, December 9th at 12pm.
2. Following the parade, City of Gautier's Annual Lights and Lagniappe on the Bayou will be December 9th, starting at 1pm at the Former Singing River Mall Property.

NOTES:

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
December 5, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:

December 5, 2023

Title:

Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Fairway Boat Launch and Pier Project - Hickory Hills

Introduced by:

Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for the work associated with the Fairway Boat Launch and Pier Project – Hickory Hills

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 000-2023

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Fairway Boat Launch and Pier Project; and

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

WHEREAS, the City received Tidelands funding from the Department of Marine Resources for FY2024 in the amount of \$250,000 for the Fairway Boat Launch and Pier Project; and

WHEREAS, this project will remove and replace the existing boat launch, add a four-foot-wide finger pier that is approximately 75 feet long to the south side of the boat launch, and explore additional parking near the boat launch; and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide topographic survey/Tidelands lease, Department of Marine Resources (DMR)/Corps of Engineers Permit (USACE), and preliminary engineering design; and

WHEREAS, additional services and other basic services such as property acquisitions/wetland delineation (for the purpose of parking), final engineering design, bidding, construction administration, and resident project representative shall be issued by task orders; 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 Fairway Boat Launch and Pier 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 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: November 28, 2023
Subject: Fairway Boat Launch and Pier Project - Hickory Hills 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 Fairway Boat Launch and Pier Project Hickory Hills.

BACKGROUND:

The City of Gautier received Tidelands funding from the Department of Marine Resources for FY2024 in the amount of \$250,000 for the Fairway Boat Launch and Pier Project.

The project is to remove and replace the existing boat launch (which might require minor dredging and/or excavation), add a four-foot-wide finger pier that is approximately 75 feet long to the south side of the boat launch, and explore additional parking near the boat launch.

DISCUSSION:

Seymour will provide services including topographic survey/Tidelands Lease, Department of Marine Resources (DMR)/Corps of Engineers Permit (USACE), and preliminary engineering design. Additional services and other basic services such as property acquisition/wetland delineation (for the purpose of parking), final engineering design, bidding, construction administration, and resident project representative shall be issued by task orders.

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 Fairway Boat Launch and Pier Project Hickory Hills.

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.

ATTACHMENT(S):

1. Professional Service Agreement

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

This Standard Form of Agreement Between Owner and Engineer for Professional Services (“Agreement”) between CITY OF GAUTIER, (“OWNER” or “City of Gautier”) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (“ENGINEER”). OWNER intends to construct a new boat launch with a finger pier, and additional parking at Fairway Drive in Hickory Hills.

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.

1.2. Preliminary Design Phase.

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

1.2.1 In consultation with OWNER determine the general scope, extent and character of the Project.

1.2.2 Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project. The Preliminary Design documents shall be prepared consistent with one (1) prime construction contract being awarded by the OWNER.

1.2.3 Advise OWNER if additional data or services of the types described in paragraph 3.4. are necessary and assist OWNER in obtaining such data and services.

1.2.4 Based on the information contained in the Preliminary Design documents, submit a revised Opinion of Probable Total Project Costs.

1.2.5 Furnish two (2) paper copies and an electronic copy of the above Preliminary Design documents and present and review them in person with OWNER.

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 Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute). The Contract Documents and Specifications shall be prepared for one (1) prime construction contract.

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.

1.3.4 Prepare for review and approval by OWNER, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.

1.3.5 Furnish two (2) copies and an electronic copy 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 the 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 (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 any pre-bid conference, 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 as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edition) of the Engineers Joint Contract Documents Committee. The Standard General Conditions of the Construction Contract are subject to review, amendment and final approval by MDEQ prior to entry of any Construction Contract for purposes of incorporating the compliance requirements of the underlying grant and state law. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

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 ENGINEER deems 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 as agreed) 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 Contract 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 B "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 Contract

Documents and that the integrity of the design concept as reflected in the Contract 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 Contract 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 Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.5.4 *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith 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 (as that term is defined in the aforesaid Standard General Conditions), 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 Contract 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), but subject to the provision of paragraph 2.2.2.

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 Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.5.8 *Disputes between OWNER and Contractor.* Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. 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 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract Documents); and shall transmit them to OWNER with written comments.

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 1.5.1 thru 1.5.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

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 2.1.14, inclusive.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER. (Value Engineer shall be considered Basic Service)

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil engineering); and providing data or services to the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. [NOT USED]

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 5.2.2.2.

2.1.11. 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.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services.

2.1.13. 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.

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraph 2.2.1. through 2.2.5. inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in making revisions to drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.2. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.3. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

2.2.4. Services (other than Basic Services during the Construction Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.5. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services the following:

3.4.1. Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

- 3.4.7. other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.
- 3.5. Provide field surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters") to enable Contractor(s) to proceed with the layout of work.
- 3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- 3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- 3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conferences, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1. of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PAYMENTS TO ENGINEER

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

4.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services as follows:

4.1.1.1. *One Prime Contract.* For one prime contract awarded for construction, materials and equipment for the Project, an amount equal to that expressed in Exhibit A, Payments to Engineer, for all Basic Services (except services of ENGINEER's Resident Project Representative (and assistants) furnished under paragraph 1.5.1).

4.1.1.2. *Resident Project Services.* For services of ENGINEER's Resident Project Representative (and assistants) furnished an amount equal to that expressed in Exhibit A, Payments to Engineer.

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

4.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. or 2.2. (except services as a consultant or witness under paragraph 2.1.13), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit C.

4.1.2.2. *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 2.1.13. at the rate of \$1,200 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph 4.1.2.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 4.1.2.1.

4.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.1.1. and 4.1.2. OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services.

4.1.4. As used in this paragraph 4.1, the terms "Standard Hourly Rates" and "Reimbursable Expenses" have the meanings assigned to them in paragraph 4.4, and the term "Construction Cost" has the meaning assigned to it in paragraph 5.1. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER;

4.1.4.1 For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

4.1.4.2 For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

4.1.4.3 For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction Costs on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

4.2 Times of Payments.

4.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's and OWNER's agreed upon estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

4.3. Other Provisions Concerning Payments.

4.3.1. In the event of termination by OWNER under paragraph 6.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Exhibit C for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services, and unpaid Reimbursable Expenses, plus all termination, which, if termination is at Owner's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

4.3.2. Records of ENGINEER's Standard Hourly Rates pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

4.3.3. Standard Hourly Rates are subject to a rate increase of five (5) percent following each full calendar year during the term of this Agreement.

4.4. Definitions.

4.4.1 The Standard Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) with overhead factors paid to all ENGINEER's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel: plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the principals of ENGINEER and their current Standard Hourly Rates are:

Mark M. Seymour, Jr.	\$200/hour
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4.4.2 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such expenses for: transportation and subsistence incident thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

4.4.2.1. Reimbursables should not include (i) travel expenses from the Engineer's office to site, (ii) expenses of the Engineer's principal office and other offices other than the site office, (iii) costs due to the fault or negligence of or failure to comply with the requirements of the Agreement by the Engineer or (iv) federal, state or local income or franchise taxes.

SECTION 5 - OPINION OF PROBABLE COST

5.1. Construction Cost.

The construction cost of the entire Project (herein referred to as Construction Cost) means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or

compensation for or damages to, properties unless this Agreement so specifies, or will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraphs 3.7 through 3.11, inclusive.

5.2. Opinions of Cost.

5.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

5.2.2. Based on the Construction Cost limit established above, the following will apply:

5.2.2.1. ENGINEER will be permitted to determine what types of materials, equipment and component systems are to be included in the Drawings and Specifications and to make reasonable adjustments in the general scope, extent and character of the Project to bring it within the cost limit.

5.2.2.2. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) authorize negotiating or rebidding the Project within a reasonable time, and/or (2) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and within sound engineering practices. In the case of (2), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the cost limit.

SECTION 6 - GENERAL CONSIDERATION

6.1. 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.

6.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant of this Agreement are instruments of service in respect of the Project and ENGINEER shall retain ownership and property interest therein whether or not the Project is completed. OWNER may make and retain

copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ENGINEER for the specified purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.3. Insurance.

6.3.1. 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. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

6.4. Controlling Law.

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

6.5. Successors and Assigns.

6.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.5.2. 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.

6.5.2. 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.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

- 7.1 This Agreement is subject to the following special provisions.
- 7.1.1 The Preliminary Design, Final Design and Construction Phases of this Contract between the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this Project.
- 7.2 The following Exhibits are attached to and made a part of this Agreement:
- 7.2.1 Exhibit A – Payments to Engineer, consisting of 2 pages.
- 7.2.2 Exhibit B – Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 5 pages.
- 7.2.3 Exhibit C – Seymour Engineering, Inc. Man-Hour Fee Schedule, consisting of 1 page.
- 7.3 This Agreement, together with the Exhibits and Schedules, identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

OWNER:

Date

City of Gautier

ADDRESS FOR GIVING NOTICES:

3330 US-90

Gautier, Mississippi 39553

ENGINEER:

Date

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

Seymour Engineering

ADDRESS FOR GIVING NOTICES:

925 Tommy Munro Drive, Suite G

Biloxi, Mississippi 39532

EXHIBIT A
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
Dated _____, 2023 (for use with No. 1910-1, 1984 Edition).

PAYMENTS TO ENGINEER

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement made on _____, 2023, between the CITY OF GAUTIER, (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ADDITIONAL SERVICES:

A. Topographic Survey/Tidelands Lease

Perform topographic survey for the project area including elevation cross-sections, utility locations, the existing asphalt parking lot and roadway. All relevant topographic features shall be field located. A Tidelands Lease Survey will be prepared and submitted to the Mississippi Secretary of State for approval.

COST: \$4,800.00

B. Department of Marine Resources (DMR)/Corps of Engineers Permit (USACE)

1. Prepare and submit the required Joint Application to the Mississippi Department of Marine Resources and the United States Army Corps of Engineers to secure the necessary permitting approval for the approved project scope.

2. SAV/Shellfish Survey will be performed.

3. Hydrographic Survey will be conducted.

Note: If DMR/USACE requests a Mitigation Plan, or other items not included within this Agreement, a Supplemental Agreement to perform such shall be submitted for approval.

COST: \$8,075.00

C. Property Acquisition/Wetland Delineation (Parking)

Conduct a boundary and topographic survey of property for the purpose of parking. A Wetland delineation will also be performed prior to acquisition.

COST: Wetland Delineation - TBD – Shall be issued by Task Order

Boundary/Topographic Survey - TBD – Shall be issued by Task Order

BASIC SERVICES:

A. Preliminary Design

Provide conceptual to be implemented into the Corps of Engineers permit. These drawings will also be utilized for developing a final budget and assist with obtaining additional funding.

COST: \$7,500.00

B. Final Design

Construction drawings and specifications will be prepared for the construction of a new boat launch with finger piers and additional parking at Fairway Drive in Hickory Hills.

COST: TBD – Shall be issued by Task Order

C. 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: TBD – Shall be issued by Task Order

D. Construction Administration

1. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
2. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
3. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
4. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

COST: TBD – Shall be issued by Task Order

E. Resident Project Representative

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

COST: TBD – Shall be issued by Task Order

EXHIBIT B
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 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 Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction 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 Contract 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 Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract 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 Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 C
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
SENIOR ENGINEERING TECHNICIAN.....	\$125.00/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.

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

Council Meeting:
Title:

December 5, 2023
Approval of Change Order No. 1 and Pay
Application 3 for the Gautier Head Start Drainage
Improvement Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1 and Pay Application 3 for the Gautier Head Start Drainage Improvement Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Grants and Projects Department requests for the City Council to approve Change Order No. 1 to increase the contract amount for the Gautier Head Start Drainage Improvement Project; and

WHEREAS, Change Order No. 1 serves to increase the contract amount by \$22,409.35 due to changes in the actual quantities placed in the field; and

WHEREAS, the project encountered an unforeseen condition which resulted in raising the roadbed and culverts to pass over a waterline and replace approximately 200 linear feet of roadway; and

WHEREAS, if approved, the contract amount will be increased from \$226,908.25 to \$249,318.30; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the change order No. 1, as presented; and

WHEREAS, the contractor has also submitted Pay Application 3 to the engineer; and

WHEREAS, the engineer reviewed same and recommends payment thereof;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 1 is hereby authorized and approved.

IT IS FURTHER ORDERED that Pay Application 3 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 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: November 29, 2023
Subject: Gautier Head Start Drainage Improvement Project – Moran Hauling — Change Order No. 1 Increase Contract Amount

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to increase the contract amount for the Gautier Head Start Drainage Improvement 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 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. The south outfall would be a concrete catch basin and culverts that extend under Old Spanish Trail.

Jackson County will provide funds for the construction of the project and the City of Gautier is responsible for the engineering costs.

DISCUSSION:

Change Order No. 1 serves to increase the contract amount by \$22,409.35 due to changes in the actual quantities placed in the field. The project encountered an unforeseen condition which resulted in raising the roadbed and culverts to pass over a waterline and replace approximately 200 linear feet of roadway. If approved, the contract amount will be increased from \$226,908.95.0 to \$249,318.30.

Seymour Engineering has reviewed the summary change order and Jackson County has agreed to pay the additional increase.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 to increase the contract amount for the Gautier Head Start Drainage Improvement Project.

The City Council may:

1. Authorize approval of Change Order No. 1, as presented; or
2. Not authorize approval of Change Order No. 1.

ATTACHMENT(S):

1. Change Order No. 1
2. Pay Application

CHANGE ORDER

OWNER:

City of Gautier
3330 Hwy. 90
Gautier, MS 39553

CHANGE ORDER NO. 1 (Summary)**DATE:** November 29, 2023**CONTRACTOR:**

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

ENGINEER: Seymour Engineering, PLLC**PROJECT:** Gautier Head Start Drainage
Improvements**SUMMARY:**

This Change Order serves to increase the contract amount to reflect the actual amount based on actual quantities placed in the field according to the unit price contained on the Contractor's Bid Proposal. The project encountered an unforeseen condition with a water line being higher than the minimum depth at the point where new culverts needed to cross. The most cost effective solution was to raise the roadbed and culverts to pass over the waterline. This resulted in the replacement of approximately 200 linear feet of roadway. With that said, this Change Order will increase the contract amount by \$22,409.35. The date of Substantial Completion was inside the original contract time.

THE CONTRACT IS AMENDED AS SHOWN BELOW:**(Not valid until executed by the Owner, Engineer, and Contractor)**

The original Contract Sum:	\$226,908.95
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$226,908.95
The Contract Sum will now Change (+):	\$22,409.35
The New Contract Sum including this Change Order will be:	\$249,318.30

The original Contract Time:	120
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	10/17/2023
The Contract Time will now Change by (+) days:	0
The New Date of Substantial Completion will be:	10/17/2023

CONTRACTOR:

By: _____

Date: _____

ENGINEER:By: Date: 11-29-23**OWNER:**

By: _____

Date: _____

SUMMARY CHANGE ORDER NO. 1

21-066.09 GAUTIER HEAD START DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL CONTRACT			AMENDED QUANTITIES		CONTRACT REVISIONS		TOTAL
			PRICE	QUANTITY	EXTENSION	INCREASE	DECREASE	QUANTITY	EXTENSION	
10	Class B Structural Concrete, Minor Structures	CY	\$1,375.00	32	\$44,000.00	2.5		34.5	\$47,437.50	\$3,437.50
11	Reinforcement Steel	LBS	\$2.25	2300	\$5,175.00	1500		3800	\$8,550.00	\$3,375.00
12	#200 Riprap	TON	\$115.57	135	\$15,601.95		-105	30	\$3,467.10	-\$12,134.85
13	Slurry Seal	CY	\$204.75	30	\$6,142.50		-30	0	\$0.00	-\$6,142.50
15	Size "610" Limestone	CY	\$99.50	75	\$7,462.50	154.91		229.91	\$22,876.05	\$15,413.55
16	Geotextile Fabric	SY	\$2.75	250	\$687.50		-250	0	\$0.00	-\$687.50
17	Select Fill Class 9	CY	\$15.75	1250	\$19,687.50			574	\$9,040.50	-\$10,647.00
19	Milling / Asphalt Removal (All Depths)	SY	\$26.00	75	\$1,950.00	387		462	\$12,012.00	\$10,062.00
20	Asphalt 4" Base Course	TON	\$106.25	12	\$1,278.00		-12	0	\$0.00	-\$1,278.00
21	Asphalt 1.5" Surface Course	TON	\$111.25	7	\$778.75		-7	0	\$0.00	-\$778.75
25	Traffic Striping	LS	\$1,500.00			1		1	\$1,500.00	\$1,500.00
26	Asphalt 2.5" Lift	TON	\$282.00			71.95		71.95	\$20,289.90	\$20,289.90

TOTAL CONTRACT ADJUSTMENT AMOUNT =	\$22,409.35
------------------------------------	-------------



November 29, 2023

Paula Yancey
City Manager
City of Gautier
3330 US Hwy 90
Gautier, MS 39553

Re: Gautier Head Start Drainage Improvements, Moran Hauling, Inc., Pay Application #3

Mrs. Yancey,

For consideration of approval, please find enclosed Pay Application #3 for this project to be placed on the upcoming Board agenda. I have reviewed this Pay Application and agree that it is accurate and appropriate for the work completed to date. With that said, I recommend that the Board approve payment to Moran Hauling in the amount of \$43,646.30.

Should you have any questions, please do not hesitate to contact me at (228) 385-2350 or mkirkland@seymoureng.com.

Sincerely,
SEYMOUR ENGINEERING

A handwritten signature in blue ink, appearing to read 'Matt Kirkland', is written over the printed name.

Matt Kirkland, P.E.
Project Engineer

Enclosures: Pay Application #3

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO: City Of Gautier
3330 Highway 90
Gautier, MS 39553

PROJECT: Gautier Head Start Drainage Imp APPLICATION NO: 3

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☒ ENGINEER

PERIOD TO: 10/9/2023

FROM CONTRACTOR:

VIA ARCHITECT: Seymour Engineering

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

PROJECT NOS: 21-066.09

CONTRACT FOR: Gautier Head Start Drainage Improvements

CONTRACT DATE: 6/19/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	226,908.95
2. Net change by Change Orders	\$	22,409.35
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	249,318.30
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	249,318.30
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	12,465.91
b. 5 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	12,465.91
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	236,852.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	193,206.08
8. CURRENT PAYMENT DUE	\$	43,646.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	12,465.92

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$22,409.35	
TOTALS	\$22,409.35	
NET CHANGES by Change Order	\$22,409.35	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Moran Hauling Inc

By:

Date:

10-9-23

State of: Mississippi

County of: Harrison

Subscribed and sworn to before me this 9

day of October

Notary Public: Danielle James

My Commission expires: 4-10-27



GENERAL CONTRACTOR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 43,646.30

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

GENERAL CONTRACTOR:

By:

Date:

11-29-23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 3

APPLICATION DATE: 10/9/2023

PERIOD TO: 10/9/2023

ARCHITECT'S PROJECT NO:

A	B					C			D	E	F	G		H	I
NO.	DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	SCHEDULED VALUE	Total work in units		WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
						Completed Previous App	Completed this App	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	Mobilization	1	LS	\$10,881.00	\$10,881.00	1	0	\$10,881.00	\$0.00		\$10,881.00	100.00%		\$544.05	
2	Erosion Control Measures	1	LS	\$8,200.00	\$8,200.00	1	0	\$8,200.00	\$0.00		\$8,200.00	100.00%		\$410.00	
3	Traffic Control	1	LS	\$5,200.00	\$5,200.00	1	0	\$5,200.00	\$0.00		\$5,200.00	100.00%		\$260.00	
4	Remove and Replace Chain Link Fence	170	LF	\$21.50	\$3,655.00	170	0	\$3,655.00	\$0.00		\$3,655.00	100.00%		\$182.75	
5	8" Ductile Iron Pipe	20	LF	\$100.00	\$2,000.00	20	0	\$2,000.00	\$0.00		\$2,000.00	100.00%		\$100.00	
6	36" RCP	500	LF	\$125.75	\$62,875.00	500	0	\$62,875.00	\$0.00		\$62,875.00	100.00%		\$3,143.75	
7	24" RCP	32	LF	\$103.00	\$3,296.00	32	0	\$3,296.00	\$0.00		\$3,296.00	100.00%		\$164.80	
8	18" RCP	16	LF	\$135.75	\$2,172.00	16	0	\$2,172.00	\$0.00		\$2,172.00	100.00%		\$108.60	
9	12" RCP	19		\$83.25	\$1,581.75	19	0	\$1,581.75	\$0.00		\$1,581.75	100.00%		\$79.09	
9	44"x27" RCAP	80	LF	\$183.00	\$14,640.00	80	0	\$14,640.00	\$0.00		\$14,640.00	100.00%		\$732.00	
10	Class B Structural Concrete, Minor Structures	32.0	CY	\$1,375.00	\$44,000.00	34.5	0	\$47,437.50	\$0.00		\$47,437.50	107.81%	(\$3,437.50)	\$2,371.88	
11	Reinforcement Steel	2,300	LBS	\$2.25	\$5,175.00	3800	0	\$8,550.00	\$0.00		\$8,550.00	165.22%	(\$3,375.00)	\$427.50	
12	#200 Riprap	135	TON	\$115.57	\$15,601.95	30	0	\$3,467.10	\$0.00		\$3,467.10	22.22%	\$12,134.85	\$173.36	
13	Slurry Seal	30	CY	\$204.75	\$6,142.50	0	0	\$0.00	\$0.00		\$0.00	0.00%	\$6,142.50	\$0.00	
14	Remove Existing 24" CMP	270	LF	\$5.25	\$1,417.50	270	0	\$1,417.50	\$0.00		\$1,417.50	100.00%		\$70.88	
15	Size 610 Limestone	75	CY	\$99.50	\$7,462.50	99.05	130.86	\$9,855.48	\$13,020.57		\$22,876.05	306.55%	(\$15,413.55)	\$1,143.80	
16	Geotextile Fabric	250	SY	\$2.75	\$687.50	0	0	\$0.00	\$0.00		\$0.00	0.00%	\$687.50	\$0.00	
17	Select fill Class 9	1,250	CY	\$15.75	\$19,687.50	506	68	\$7,969.50	\$1,071.00		\$9,040.50	45.92%	\$10,647.00	\$452.03	
18	Saw Cutting Existing Roads	50	LF	\$15.00	\$750.00	50	0	\$750.00	\$0.00		\$750.00	100.00%		\$37.50	
19	Milling/Asphalt Removal (All Depths)	75	SY	\$26.00	\$1,950.00	75	387	\$1,950.00	\$10,062.00		\$12,012.00	616.00%	(\$10,062.00)	\$600.60	
20	Asphalt 4" Base Course	12.0	TON	\$106.25	\$1,278.00	0	0	\$0.00	\$0.00		\$0.00	0.00%	\$1,278.00	\$0.00	
21	Asphalt 1.5" Surface Course	7	TON	\$111.25	\$778.75	0	0	\$0.00	\$0.00		\$0.00	0.00%	\$778.75	\$0.00	
22	Demo Existing Rip Rap Ditch	1	LS	\$3,627.00	\$3,627.00	1	0	\$3,627.00	\$0.00		\$3,627.00	100.00%		\$181.35	
23	Grade New Trapazoidal Ditch	1	LS	\$2,600.00	\$2,600.00	1	0	\$2,600.00	\$0.00		\$2,600.00	100.00%		\$130.00	
24	Site Grading	1	ACRE	\$1,250.00	\$1,250.00	1	0	\$1,250.00	\$0.00		\$1,250.00	100.00%		\$62.50	
25	Traffic Striping	1	LS	\$1,500.00	\$1,500.00		1		\$1,500.00		\$1,500.00	100.00%		\$75.00	
26	Asphalt 2.5"	71.95	TON	\$282.00	\$20,289.90		71.95		\$20,289.90		\$20,289.90	100.00%		\$1,014.50	
		TOTAL			\$248,698.85				\$45,943.47		\$249,318.30		(\$619.45)	\$12,465.91	

Attach a completed AIA Document D401 - Certification of Document's Authenticity

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

Council Meeting:

December 5, 2023

Title:

Approval of the Docket of Claims

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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 5, 2023.

Docket of Claims
Release date from 12/05/2023 thru 12/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	240433	12/05/2023	11/16/2023			665.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	DEC 2023 ACCT SOFTWARE MAINT		DHLMN11904	11/15/2023			470.00
	001-092-606	DEC 2023 PRIV LIC SW MAINT		DHLMN11904	11/15/2023			195.00
001	AGJ SYSTEMS & NETWORKS INC	240446	12/05/2023	11/21/2023			7,733.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	DEC 2023: MSP COMPLETE CARE		MSP-109703	12/01/2023			6,200.00
	001-092-606	DEC 2023: MS365 EXC (84)		109780	12/01/2023			420.00
	001-092-606	DEC 2023: MS365 BUS (34)		109780	12/01/2023			459.00
	001-092-606	DEC 2023: LITIGATN HOLD (18)		109780	12/01/2023			54.00
	001-092-606	DEC 2023: BACKUP SERVER (2)		109802	12/01/2023			600.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	240447	12/05/2023	11/21/2023			376.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	BRAVECTO 1400MG: HANK		11172023	11/17/2023			376.00
001	COREY CROCKETT	240448	12/05/2023	11/21/2023			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (2)		11162023	11/17/2023			70.00
001	DAVID FRANKLIN BATES	240449	12/05/2023	11/21/2023			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (2)		11162023	11/17/2023			70.00
001	DEVONTA HARRIS	240450	12/05/2023	11/21/2023			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME		11162023	11/17/2023			35.00
001	CHRIS NELSON	240451	12/05/2023	11/21/2023			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME		11162023	11/17/2023			35.00
001	HUB INTERNATIONAL	240452	12/05/2023	11/21/2023			9,021.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	CYBER/PRIVACY/NETWORK SEC		3415852	11/20/2023			9,021.97
001	LAWN CARE NEAR ME LLC	240453	12/05/2023	11/21/2023			1,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-679	HWY 90 SHOULDER MAINT		INV-000170	10/20/2023			900.00
	001-201-679	HWY 90 SHOULDER MAINT		INV-000171	11/24/2023			900.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	240471	12/05/2023	11/28/2023			2,204.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 23 ACCT 6006920		202302-1	03/01/2023			340.00
	001-100-699	MAR 23 ACCT 6006920		202303-1	04/01/2023			504.52
	001-100-699	APR 23 ACCT 6006920		202304-1	05/01/2023			340.00
	001-100-699	MAY 23 ACCT 6006920		202305-1	06/01/2023			340.00
	001-100-699	JUN 23 ACCT 6006920		202306-1	07/01/2023			340.00
	001-100-699	JUL 23 ACCT 6006920		202307-1	08/01/2023			340.00

Docket of Claims
Release date from 12/05/2023 thru 12/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TRANSUNION RISK-ALTERNATE DATA	SOLS INC	240471	12/05/2023	11/28/2023		2,204.52	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 23 ACCT 6006920		202308-1	09/01/2023			340.00
	001-100-699	SEP 23 ACCT 6006920		202309-1	10/01/2023			340.00
	001-100-699	CR OVERPMT 4/22-6/22		202204-06	10/01/2023			-680.00
001	AT&T		240473	12/05/2023	11/28/2023		4,325.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	11/14/2023			4,325.63
001	AT&T		240474	12/05/2023	11/28/2023		38.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	11/14/2023			38.42
001	C SPIRE WIRELESS		240475	12/05/2023	11/28/2023		1,250.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	10/31/2023			48.91
	001-021-605	CITY MGR CELL PHONE		0030759348	10/31/2023			48.91
	001-040-605	ADMIN CELL PHONE		0030759348	10/31/2023			83.39
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	10/31/2023			258.59
	001-090-698	IPAD SERVICE (3)		0030759348	10/31/2023			103.44
	001-161-605	FIRE DEPT CELL PHONES		0030759348	10/31/2023			146.73
	001-170-605	RECREATION CELL PHONES		0030759348	10/31/2023			260.05
	001-205-605	MAINT CELL PHONES		0030759348	10/31/2023			153.91
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	10/31/2023			146.73
001	GLOBALSTAR		240478	12/05/2023	11/28/2023		102.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0060514352	11/16/2023			102.74
001	FUELMAN		240479	12/05/2023	11/28/2023		3,928.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP65444490	11/20/2023			101.20
	001-100-525	UNL FUEL		NP65444490	11/20/2023			2,859.40
	001-161-525	UNL & DSL FUEL		NP65444490	11/20/2023			467.69
	001-170-525	UNL FUEL		NP65444490	11/20/2023			448.28
	001-205-525	DSL FUEL		NP65444490	11/20/2023			51.92
001	RJ YOUNG COMPANY LLC		240481	12/05/2023	11/28/2023		1,124.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV6633701	11/15/2023			470.88
	001-092-698	IM C8000 USAGE: B/W		INV6633701	11/15/2023			184.51
	001-092-698	IM C8000 USAGE: COLOR		INV6633701	11/15/2023			279.73
	001-090-698	MP C4504 USAGE: B/W		INV6633701	11/15/2023			24.03
	001-090-698	MP C4504 USAGE: COLOR		INV6633701	11/15/2023			165.36
001	RJ YOUNG COMPANY LLC		240482	12/05/2023	11/28/2023		121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6641812	11/20/2023			113.14
	001-161-698	ADMIN FEE		INV6641812	11/20/2023			8.00

Docket of Claims
Release date from 12/05/2023 thru 12/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	240483	12/05/2023	11/28/2023			136.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2023: POLICE	107718371	11082023	11/07/2023			136.51
001	SPARKLIGHT	240484	12/05/2023	11/28/2023			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2023: CBL BOX	118476316	11082023	11/07/2023			71.37
001	SPARKLIGHT	240485	12/05/2023	11/28/2023			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2023: CFD	122024086	11232023	11/22/2023			95.41
001	SPARKLIGHT	240486	12/05/2023	11/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2023: NFD	122024383	11232023	11/22/2023			85.46
001	SPARKLIGHT	240487	12/05/2023	11/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2023: SFD	122025091	11232023	11/22/2023			85.46
001	SPARKLIGHT	240488	12/05/2023	11/28/2023			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	DEC 2023: BACOT	#135939403	11232023	11/22/2023			230.88
001	SPARKLIGHT	240489	12/05/2023	11/28/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	DEC 2023: GARAGE	134679919	11202023	11/19/2023			127.95
001	FUELMAN	240490	12/05/2023	11/28/2023			2,353.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP65490701	11/27/2023			1,827.39
	001-161-525	DSL FUEL		NP65490701	11/27/2023			348.64
	001-170-525	UNL FUEL		NP65490701	11/27/2023			142.37
	001-205-525	UNL FUEL		NP65490701	11/27/2023			34.85
001	SINGING RIVER ELECTRIC COOPERATIVE	240500	12/05/2023	11/28/2023			639.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		11152023	11/21/2023			364.27
	001-161-631	MARTIN BLUFF FD 58380001		11152023	11/22/2023			199.21
	001-201-629	SIGNAL LIGHTS 17546		11172023	11/22/2023			39.48
	001-092-631	CITY LIMIT SIGN 17546		11172023	11/22/2023			36.97
001	SINGING RIVER ELECTRIC COOPERATIVE	240501	12/05/2023	11/28/2023			9,497.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		11182023	11/27/2023			6,956.83
	001-201-629	SIGNAL LIGHTS 10054		11182023	11/27/2023			639.15
	001-092-631	CITY HALL 10054		11182023	11/27/2023			704.82
	001-170-631	SRM VENUE/DLPHN PW BOX 10054		11182023	11/27/2023			7.00
	001-170-631	FRAZIER PARK 10054		11182023	11/27/2023			65.69
	001-170-631	SENIOR BLDG 10054		11182023	11/27/2023			280.03

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001	SINGING RIVER ELECTRIC COOPERATIVE	240501	12/05/2023	11/28/2023			9,497.95	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	CITY PARK 10054		11182023	11/27/2023			163.28
	001-161-631	CENTRAL FD 10054		11182023	11/27/2023			375.57
	001-092-631	PUBLIC WORKS 10054		11182023	11/27/2023			266.52
	001-092-631	HWY 90 SIGN 10054		11182023	11/27/2023			39.06
001	WASTE OIL COLLECTORS INC	240505	12/05/2023	11/29/2023			1,080.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	CLN OUT: WTR-OIL SEPARATOR		0027344	11/28/2023			625.00
	001-205-698	SLUDGE DISPOSAL: 1300 GALS		0027344	11/28/2023			455.00
001	SEYMOUR ENGINEERING PLLC	240509	12/05/2023	11/29/2023			10,133.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	ENG SERV: BELK LAWSUIT		8939	11/28/2023			10,133.75
001	SEYMOUR ENGINEERING PLLC	240510	12/05/2023	11/29/2023			665.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-603	VACATE SECTN GULF HAVEN RD		8943	11/28/2023			665.00
001	REYNOLDS WHOLESALE CO	240529	12/05/2023	11/29/2023			454.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	CS MFB TOWELS #1508 (4)		75767	11/16/2023	240156		99.80
	001-161-510	DAWN 38OZ BOTTLE (6)		75767	11/16/2023	240156		41.70
	001-161-510	409 SPRAY CLEANER 12PK (5)		75767	11/16/2023	240156		24.95
	001-161-510	GOJO HAND SOAP (8)		75767	11/16/2023	240156		47.92
	001-161-510	38X58 CAN LINERS 100CT (4)		75767	11/16/2023	240156		139.80
	001-161-510	SCOTCH BRT SCRUB SPONGE (12)		75767	11/16/2023	240156		10.68
	001-161-510	GREEN SCOURING PAD (12)		75767	11/16/2023	240156		5.88
	001-161-510	LYSOL DISINFECT SPRAY (12)		75767	11/16/2023	240156		83.88
001	MS FIRE ACADEMY	240530	12/05/2023	11/29/2023			20.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	MSTAT CRS: MCLOUGHLIN, J		31504	11/17/2023	240079		20.00
001	GULF HYDRAULICS & PNEUMATICS INC	240531	12/05/2023	11/29/2023			342.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-570	CYL REPAIR KIT (2)		187813	11/27/2023	240168		77.30
	001-205-570	15 LBS SHOP LABOR (3)		187813	11/27/2023	240168		255.00
	001-205-570	SUPPLIES:TOWELS/CLEANER/LUBE		187813	11/27/2023	240168		5.00
	001-205-570	SUPPLIES:TOWELS/CLEANER/LUBE		187813	11/27/2023	240168		5.00
001	KUSTOM SIGNALS INC	240532	12/05/2023	11/29/2023			4,969.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	RAPTOR DUAL KA BND ANTENNA(2)		607708	11/15/2023	240081		3,817.00
	001-100-639	RP1 MOTORCYCLE UPGRADE KIT(2)		607708	11/15/2023	240081		1,152.00
001	CITY ELECTRIC SUPPLY CO	240536	12/05/2023	11/29/2023			207.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-616	ATMR10 SPCL PURP FUSE (10)		PAS/091753	11/15/2023	240146		129.50
	001-092-616	ATMR15 SPCL PURP FUSE (6)		PAS/091794	11/17/2023	240146		77.70

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001	SPORTABOUT	240538	12/05/2023	11/29/2023			83.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-512	3 POST TROPHY: CRUISIN	10977	11/17/2023	231324		54.00	
	001-170-512	2 POST TROPHY: CRUISIN	10977	11/17/2023	231324		29.00	
001	MUNICIPAL EMERGENCY SERVICES INC	240539	12/05/2023	11/29/2023			5,201.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	36" ORANGE TRAFFIC CONE(100)	IN1962587	11/14/2023	240083		2,461.00	
	001-161-559	36" FL LIME TRAFFIC CONE(20)	IN1962587	11/14/2023	240083		611.20	
	001-161-559	FREIGHT	IN1962587	11/14/2023	240083		257.27	
	001-161-639	SERV: BATTERY CUTTER (2)	IN1966877	11/22/2023	240115		470.00	
	001-161-639	SERV: BATTERY SPREADER (2)	IN1966877	11/22/2023	240115		470.00	
	001-161-639	SHOP SUPPLY FEE	IN1966877	11/22/2023	240115		25.00	
	001-161-639	SERVICE CALL: RESCUE TOOLS	IN1966877	11/22/2023	240115		125.00	
	001-161-535	PANT; POLO: BROWN,J	IN1962588	11/14/2023	230737		127.45	
	001-161-535	P-CS410 LG: LINTON,J	IN1962589	11/14/2023	230737		62.45	
	001-161-535	TOP-4;PNT-6;HEADGR-2:MCCLURE	IN1963363	11/15/2023	230737		380.95	
	001-161-535	SHRT;TEE;HOODIE;HEADGR:LINTON	IN1963364	11/15/2023	230737		211.50	
001	AMAZON CAPITAL SERVICE	240540	12/05/2023	11/29/2023			818.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	60W LED LIGHT BULB (12)	1NHGRX1XDF	11/17/2023	240159		239.88	
	001-201-637	BAF-10:BUSS MIDGET FUSE (12)	1DXRNTD3YW	11/14/2023	240147		67.44	
	001-100-500	LOGI MK570 WLS KEYBRD COMBO	1T4JLKRLLW	11/22/2023	240164		59.99	
	001-170-513	131' CHRISTMAS LIGHTS OD (20)	149FH7KX7Q	11/24/2023	240171		451.00	
001	GERRY MARK CLIFFORD	240541	12/05/2023	11/29/2023			150.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	LABOR: PVC TREE TOPPERS(10)	112723	11/27/2023	240089		150.00	
001	ZERO9 SOLUTIONS LTD	240542	12/05/2023	11/29/2023			474.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	BODY CAM CASE V300 (10)	#3024-B2B	11/13/2023	240143		459.50	
	001-100-559	SHIPPING: QUOTE/ORDER #D2165	#3024-B2B	11/13/2023	240143		14.95	
001	OCCUPATIONAL HEALTH CENTER INC	240543	12/05/2023	11/29/2023			186.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	VISION SCRNI; EXAM: DANIELS	328537	07/18/2023	230866		93.00	
	001-161-604	VISION SCRNI; EXAM: EDWARDS	328537	07/18/2023			93.00	
FUND TOTAL	1 Claims	to	Checks	41 Total	71,011.69 Manual	Held	Total	71,011.69

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130	MICHAEL BAKER INTERNATIONAL	240523	12/05/2023	11/29/2023			766.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-763	CONST ENG & INS: #21		1197152	11/28/2023			766.71
FUND TOTAL 130 Claims	to	Checks	1 Total	766.71	Manual	Held	Total	766.71

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	240456	12/05/2023	11/22/2023			1,837.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		NOV 2023	11/22/2023			1,837.66
FUND TOTAL 172 Claims	to	Checks	1 Total	1,837.66	Manual	Held	Total	1,837.66

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176	FOSTERS A/C & HEATING INC Account Number 176-170-699	240472	12/05/2023	11/28/2023			440.00	
		Description ESA RENEWAL/CLNG (2): LCABIN		Invoice # P1134972	Date 11/20/2023	P.O.	Amount	440.00
176	C SPIRE WIRELESS Account Number 176-170-605	240476	12/05/2023	11/28/2023			53.09	
		Description CELL PHONE		Invoice # 0030759348	Date 10/31/2023	P.O.	Amount	53.09
176	SPARKLIGHT Account Number 176-170-699	240492	12/05/2023	11/28/2023			256.89	
		Description DEC 2023: SSP 132698937		Invoice # 11202023	Date 11/19/2023	P.O.	Amount	256.89
176	SPARKLIGHT Account Number 176-170-699	240493	12/05/2023	11/28/2023			127.95	
		Description DEC 2023: SSP 136075116		Invoice # 11232023	Date 11/22/2023	P.O.	Amount	127.95
176	CUPIT SIGNS OF MISSISSIPPI INC Account Number 176-170-559	240537	12/05/2023	11/29/2023			85.98	
		Description 12X18 METAL REFLECT SIGN (2):		Invoice # 36005 C	Date 11/27/2023	P.O. 231306	Amount	85.98
FUND TOTAL 176 Claims	to	Checks	5 Total	963.91 Manual		Held	Total	963.91

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304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-778	240504	12/05/2023	11/28/2023			151,620.00	
		Description		Invoice #	Date	P.O.	Amount	
		GREAT LAWN SITE WORK 41%		4	11/22/2023		151,620.00	
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	240512	12/05/2023	11/29/2023			24,825.00	
		Description		Invoice #	Date	P.O.	Amount	
		TO #7: ENG/ARC DESIGN 50%		8935	11/28/2023		24,825.00	
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	240522	12/05/2023	11/29/2023			232,738.32	
		Description		Invoice #	Date	P.O.	Amount	
		AMPHITHEATER CONST 86%		10	11/29/2023		232,738.32	
FUND TOTAL 304 Claims	to	Checks	3 Total	409,183.32	Manual		Held	Total 409,183.32

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362	SEYMOUR ENGINEERING PLLC	240521	12/05/2023	11/29/2023			8,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	362-600-762	TOPOGRAPHIC SURVEY 20%		8940	11/28/2023			8,000.00
FUND TOTAL 362 Claims	to	Checks	1 Total	8,000.00	Manual	Held	Total	8,000.00

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400	COG DEPOSITORY ACCOUNT	240396	12/05/2023	11/16/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		11092023	11/09/2023			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		11092023	11/09/2023			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		11092023	11/09/2023			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		11092023	11/09/2023			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		11092023	11/09/2023			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		11092023	11/09/2023			9,665.99
400	COG DEPOSITORY ACCOUNT	240435	12/05/2023	11/16/2023			8,218.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR JC ROAD TAX: FUND 001		11152023	11/15/2023			8,218.74
400	MISSISSIPPI 811 INC	240454	12/05/2023	11/21/2023			5,576.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	2023 LOCATES (2363)		240386	11/13/2023			4,371.55
	400-651-698	2023 FAX USAGE FEE (2363)		240386	11/13/2023			1,181.50
	400-651-698	UFDPB 2024 BILLING (2363)		240386	11/13/2023			23.63
400	2018-2019 BOND DEBT SERVICE FUND	240457	12/05/2023	11/22/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2023: 2018 BOND DS		12012023	12/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	240458	12/05/2023	11/22/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	DEC 2023: 2019 BOND DS		12012023	12/01/2023			32,000.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	240468	12/05/2023	11/28/2023			2,906.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	11/01-15/23: TIMBERLANE	08	1842347684	11/16/2023			2,906.74
400	C SPIRE WIRELESS	240477	12/05/2023	11/28/2023			48.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	10/31/2023			48.91
400	FUELMAN	240480	12/05/2023	11/28/2023			149.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65444490	11/20/2023			149.67
400	FUELMAN	240491	12/05/2023	11/28/2023			95.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65490701	11/27/2023			95.10
400	AT&T	240496	12/05/2023	11/28/2023			98.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	11/14/2023			98.99

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400	AT&T	240497	12/05/2023	11/28/2023			66.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERIVCES		2284972276	11/06/2023			66.75
400	RJ YOUNG COMPANY LLC	240498	12/05/2023	11/28/2023			208.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV6633702	11/15/2023			166.49
	400-650-698	IM C4500 USAGE:B/W		INV6633702	11/15/2023			7.65
	400-650-698	IN C4500 USAGE:COLOR		INV6633702	11/15/2023			34.33
400	SPARKLIGHT	240499	12/05/2023	11/28/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2023: UTLY 107663106		11232023	11/22/2023			106.55
400	SINGING RIVER ELECTRIC COOPERATIVE	240502	12/05/2023	11/28/2023			2,692.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		11152023	11/21/2023			31.36
	400-651-631	LIFT STNS 20649		11152023	11/21/2023			1,164.12
	400-651-631	LIFT STNS 28779		11152023	11/21/2023			88.51
	400-651-631	SCHOONER WELL 20688		11122023	11/17/2023			1,153.41
	400-651-631	LIST STNS 20688		11122023	11/17/2023			254.72
400	SINGING RIVER ELECTRIC COOPERATIVE	240503	12/05/2023	11/28/2023			5,483.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		11172023	11/22/2023			71.81
	400-651-631	LIFT STNS 89702001		11172023	11/22/2023			30.00
	400-651-631	LIFT STNS 17881		11172023	11/22/2023			2,938.37
	400-651-631	WATER WELLS 17881		11172023	11/22/2023			2,443.34
400	JACKSON COUNTY UTILITY AUTHORITY	240511	12/05/2023	11/29/2023			223,406.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	DEC 2023 TREATMENT CHGS		2368	12/01/2023			223,406.00
400	SEYMOUR ENGINEERING PLLC	240519	12/05/2023	11/29/2023			18,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	DESIGN: SHELTER MAIN 100%		8936	11/28/2023			7,000.00
	400-651-603	DESIGN: SHELTER DIST SYS 75%		8936	11/28/2023			11,000.00
400	SEYMOUR ENGINEERING PLLC	240520	12/05/2023	11/29/2023			11,870.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	CONST ADMIN: HEADST PROJ		8937	11/28/2023			870.00
	400-651-603	RES PROJ REP: HEADST PROJ		8937	11/28/2023			11,000.00
400	SOUTHERN PIPE & SUPPLY CO INC	240533	12/05/2023	11/29/2023			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	METER LIDS (72)		8723463-00	11/15/2023	240133		900.00

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400	VERGE ENTRANCE SOLUTIONS LLC	240534	12/05/2023	11/29/2023			4,436.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-721	14X14 ROLL-UP DOOR: MNT BLDG	004767	11/28/2023	240157		4,436.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	240535	12/05/2023	11/29/2023			336.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	CS 8.5X11 COPY PAPER (6)	3552649494	11/16/2023	240154		266.94	
	400-650-500	PM COLOR INK PENS 8PK	3552649494	11/16/2023	240154		4.07	
	400-650-500	SHARPIE ASST HILIGHTER 24PK	3552649494	11/16/2023	240154		21.89	
	400-650-500	ASST COLOR FILE FOLDER 100PK	3552649494	11/16/2023	240154		44.09	
400	COG DEPOSITORY ACCOUNT	240557	12/05/2023	11/30/2023			9,648.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	TR DMR WIRE: FUND 171	12012023	12/01/2023			9,648.00	
FUND TOTAL 400 Claims	to	Checks	22 Total	393,676.34	Manual	Held	Total	393,676.34

Docket of Claims
Release date from 12/05/2023 thru 12/05/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	41 Total	71,011.69 Manual	Held	Total	71,011.69
FUND 130 Claims	to	Checks	1 Total	766.71 Manual	Held	Total	766.71
FUND 172 Claims	to	Checks	1 Total	1,837.66 Manual	Held	Total	1,837.66
FUND 176 Claims	to	Checks	5 Total	963.91 Manual	Held	Total	963.91
FUND 304 Claims	to	Checks	3 Total	409,183.32 Manual	Held	Total	409,183.32
FUND 362 Claims	to	Checks	1 Total	8,000.00 Manual	Held	Total	8,000.00
FUND 400 Claims	to	Checks	22 Total	393,676.34 Manual	Held	Total	393,676.34
Total for all Funds		Checks	74 Total	885,439.63 Manual	Held	Total	885,439.63

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

December 5, 2023
Approval of Minutes from the Recessed Council Meeting
held November 21, 2023

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held November 21, 2023

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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 November 21, 2023 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 5, 2023.

Tuesday
November 21, 2023
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 21, 2023 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 21, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier Rotary Club will host its 25th Annual Rotary Christmas Parade on Saturday, December 2nd at 12pm.
2. Following the parade, City of Gautier's Annual Lights and Lagniappe on the Bayou will be December 2nd, starting at 1pm at the Former Singing River Mall Property.

IV. Presentation Agenda

1. Gautier Mullet & Music Festival Committee presenting the framed winning artwork

V. Business Agenda

1. Resolution approving the Sponsorship of Gautier Rotary Club Christmas Parade to be held on December 2, 2023.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

2. Resolution approving closure of roads and traffic control measures for the Gautier Rotary Club Christmas Parade

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District, 3525 Old Spanish Trail. (GPC #23-33-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider Abatement on 1639 Lima Drive, Gautier, MS (William Middleton)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

5. Request for portion of Gulf Haven Dr to be vacated

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

6. Approval of the Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

VI. Consent Agenda (All items approved in one motion)

1. Approval of Minutes from Regular Council Meeting held November 7, 2023 at 6:30pm.

VII. STUDY AGENDA

1. Discuss Citizen Comments

2. Discuss Council Comments

3. Discuss City Manager Comments

4. Discuss City Clerk Comments

5. Discuss City Attorney Comments

Adjourn until December 5, 2023 at 6:30pm

www.gautier-ms.gov

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

Councilman Gollott made the motion to approve the agenda order with the revisions:

1. Offices will be closed November 23rd and November 24th in observance of the Thanksgiving Holiday.
2. Gautier Gators will play in the 5A South State Championship against Laurel MS on November 24th.

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

Announcements

1. Offices will be closed November 23rd and November 24th in observance of the Thanksgiving Holiday.
 2. Gautier Rotary Club will host its 25th Annual Rotary Christmas Parade on Saturday, December 2nd at 12pm.
 3. Following the parade, City of Gautier's Annual Lights and Lagniappe on the Bayou will be December 2nd, starting at 1pm at the Former Singing River Mall Property.
 4. Gautier Gators will play in the 5A South State Championship against Laurel MS on November 24th.
-

Presentation

1. Gautier Mullet & Music Festival Committee presenting the framed winning artwork.
-

GAUTIER ROTARY CLUB HOSTS
The 25th ROTARY

Christmas PARADE

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

Saturday

**DECEMBER 2ND
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 | 228-697-1621 | 228-238-0830

NO ENTRY FEES!



**CITY OF
GAUTIER'S
ANNUAL**

**Lights &
Lagniappe on
the Bayou**

Christmas Music
Pictures w/Santa
South MS GellyBall
Face Painting
Children Craft Area
Bounce Houses
Carnival Rides
Dance Performances
Annual Tree Lighting
Light the Night Fireworks Show

**December 2nd
1 PM**

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 Colledge made the motion to approve the Sponsorship of Gautier Rotary Club Christmas Parade to be held on December 2, 2023, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

**RESOLUTION APPROVING SPONSORSHIP OF GAUTIER ROTARY CLUB
CHRISTMAS PARADE TO BE HELD ON DECEMBER 2, 2023**

RESOLUTION NUMBER 126-2023

WHEREAS, the Gautier Rotary Club has requested that the City sponsor its annual Christmas Parade to be held on December 2, 2023; and

WHEREAS, the sponsorship includes assistance cleaning up following the event, and placement of City barricades and other City amenities, as indicated in the attached request; and

WHEREAS, in exchange for this sponsorship, the City receives advertisement of its resources, and the Gautier Police and Fire Departments are permitted to participate in the parade; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

BE IT THEREFORE RESOLVED THAT, the sponsorship of the Gautier Rotary Club Christmas Parade is hereby authorized.

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

NAYS: None

ABSENT: Dante Elbin

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 21, 2023.



**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 2, 2023 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: 25th 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 Co-Chairman

Individual(s) Responsible for keeping order and maintenance: Co-Chairpersons

Name: Kathleen Carroll Phone (C): (228) 697-1621 (W) () -

Name: Billie Lofton Phone (C): (228)238-0830 (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 2, 2023

FOR OFFICE USE ONLY

DATE REC'D: _____ RECEIVED BY: _____
EVENT HAS BEEN: _____
APPROVED: _____ DISAPPROVED: _____
APPROVAL/DISAPPROVAL AUTHORITY _____
DATE: _____

This year's Christmas Parade is Saturday, December 2, 2023 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. The parade route will be the same as the last few years.

Summary of in kind services requested:

The Gautier Rotary Club would like to request in kind services from the City of Gautier for the 2023 Christmas Parade to include: police support for safety & traffic control, clean up the streets and grass along the parade route after the parade; barricades; placement of banners if necessary; announcement on digital signs & social media. By 10:00 a.m. the morning of the parade please have barricades at the specific areas of the staging area.

Details:

Josh Latch, Fire Chief:

* As in year's past, you all let Santa Claus ride on the fire truck. Can you do that again this year? If not, please advise so we can make other arrangements.

David Bever, Police Chief:

* Will you advise a few days before the parade and estimate of how many police cars will be riding in the parade? This is so we will know how far back to start staging the other participants. Last year you and your family rode and we would like you to please join us and ride again. In addition, we would like you and your agency to lead and any other law enforcement agency to line-up behind you all. If any particular agency is wanting to walk or have a float, we ask that they fall in line like all other participants.

* Will there be support from other agencies? Sometimes the Sheriff's Department comes on 4-wheelers or horses. If horses, we ask that they go in front of the fire truck.

* As usual, we will 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. Please advise if there will be more than one so we save room in the staging area.

* We ask that you all provide the clean up after the parade.

* Request that when the Port-O-Lets are put on the parade route that one is at the beginning of the staging area. The placement on the North side of William Payne Adams Boulevard was a great spot last year.

* Place banners out if they are received.

* Announcement on digital sign and social media/

Thanks for your support!

We're going to have a great community event Saturday, December 2, 2023!

Casey Vaughan, Co-Chairman
228-297-3063

Kathleen Carroll, Co-Chairwoman
228-447-8508

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

Councilman Colledge made the motion to approve closure of roads and traffic control measures for the Gautier Rotary Club Christmas Parade, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

**RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES
AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT SUBMITTED BY
THE GAUTIER ROTARY CLUB FOR A CHRISTMAS PARADE**

RESOLUTION NUMBER 127-2023

WHEREAS, the Gautier Rotary Club has made a request for road closures as fully described in an application for special permit submitted on November 2, 2023; and

WHEREAS, the purpose of the road closure is to conduct the 2023 Gautier Rotary Club Christmas Parade; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Rotary Club, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closures as fully described in an application for special permit dated November 2, 2023 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or Clerk to execute all documents necessary.

The motion to approve the foregoing resolution was made by **Councilman Colledge**, seconded by **Councilman Gollott**, and the following vote was recorded:

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

NAYS: None

ABSENT: Dante Elbin

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **21st** day of November, 2023.

MAYOR

ATTEST:

CITY CLERK

Councilman Colledge made the motion to approve a Special Exception, as presented, that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District located at 3525 Old Spanish Trail (PID #82434033.000). Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 431-2023

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 23-33-SE**

**OLD SPANISH TRAIL – SPECIAL EXCEPTION FOR APPLICANT
THAT WOULD ALLOW OCCUPANCY OF AN EXISTING SINGLE-
FAMILY DWELLING IN A C-2 COMMUNITY COMMERCIAL
ZONING DISTRICT
REGARDING PARCEL ID NO: 82434033.000**

WHEREAS, an application for a Special Exception Permit that would allow occupancy in a C-2 Community Commercial Zoning District was submitted by Michael K. Padgett, II; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an existing single-family dwelling, requires a Special Exception Permit in the C-2 Community Commercial Zoning District; and

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

WHEREAS, after due public notice, Planning Commission, at its November 11, 2023 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 Michael K. Padgett, II on November 11, 2023 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 George**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Dante Elbin**

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 11, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/15/2023
Subject: Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District, 3525 Old Spanish Trail. (GPC #23-33-SE)

REQUEST:

The Planning Department has received a request from Michael K. Padgett, II for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District at 3525 Old Spanish Trail. PID #82434033.000 (GPC #23-33-SE). The application fee of \$250 was paid on October 13, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.
Location: 3525 Old Spanish Trail, PID #82434033.000 (See Exhibit A)
General features of the proposed project:
Existing House: approximately 936 square feet
Lot Size: 1.85 acres
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): C-2 Community Commercial
Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, I-2 Industrial, C-3 Highway Commercial and PUD Planned Unit Development.
Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Industrial, C-3 Highway Commercial, High Density Residential and Vacant.
Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Inherited house from grandmother – want to continue to use as residential.

Staff Finding: There are others in the immediate area commonly enjoying single-family homes in this same C-2 designated 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: Was used as residential previously.

Staff Finding: There are currently single-family homes in the immediate vicinity of the proposed site of the Special Exception. Staff's opinion is that approval of the request will not negatively affect the neighborhood.

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

Applicant Response: Inherited from grandmother.

Staff Finding: Not all single-family homes will be leased, rented, or purchased within 180 days of the previous occupancy due to various economic circumstances. Staff's opinion is that these circumstances are not results of actions of the applicant.

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:

1. The property changes ownership
2. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
3. 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 Special Exception as presented based on the fact that all relevant criteria were met.

The City Council may:

- Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception._

ATTACHMENTS:

1. Excerpt GPC Meeting 11.2.23 (#23-33-SE)
2. Complete Packet 23-33-SE

Excerpt from November 2, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow occupancy of an existing single-family dwelling located in a C-2 Community Commercial District at 3525 Old Spanish Trail. (GPC #23-33-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. He advised the Commissioners that this property had received a Special Exception several years ago. The family member that owned the property has passed away and the applicant has inherited the property and would like to have the Special Exception in his name so that he can live there. He reminded them that a Special Exception runs with the applicant not with the land. This is the same house, same use, just a new owner that wants to continue the original Special Exception.

Chairman Jamison asked if the utilities had been off for more than 180 days.

Mr. Ankerson advised that they had.

REQUEST:

The Planning Department has received a request from Michael K. Padgett, II for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District at 3525 Old Spanish Trail. PID #82434033.000 (GPC #23-33-SE). The application fee of \$250 was paid on October 13, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3525 Old Spanish Trail, PID #82434033.000 (See Exhibit A)
2. General features of the proposed project:
Existing House: approximately 936 square feet
Lot Size: 1.85 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, I-2 Industrial, C-3 Highway Commercial and PUD Planned Unit Development.
6. Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Industrial, C-3 Highway Commercial, High Density Residential and Vacant.

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Inherited house from grandmother – want to continue to use as residential.

Staff Finding: *There are others in the immediate area commonly enjoying single-family homes in this same C-2 designated 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: *Was used as residential previously.*

Staff Finding: *There are currently single-family homes in the immediate vicinity of the proposed site of the Special Exception. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *Inherited from grandmother.*

Staff Finding: *Not all single-family homes will be leased, rented, or purchased within 180 days of the previous occupancy due to various economic circumstances. Staff's opinion is that these circumstances are not results of actions of the applicant.*

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.

Michael K. Padgett, II stated that he wanted approval to live in the house.

Chairman Jamison told him that because it was a Special Exception, if he ever decided to move out the next person that wanted to live there might not be given approval to live there.

Mr. Padgett said that he understood.

Chairman Jamison asked how long it had been since his grandmother passed away.

Mr. Padgett replied that it had been about a year ago.

Commissioner Hoover asked if the house needed a lot of work done to it before he could move in.

Mr. Padgett said there were some minor things, such as putting appliances back in.

Mr. Ankerson stated that he had performed several inspections on the house before the last Special Exception was approved. They had done quite a bit of work back then to improve the house. Basically, the whole interior was taken down to the studs and rewired.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the Special Exception as presented based on the fact that all relevant criteria were met.

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

AYES:	William Davis
	Kay C. Jamison
	DeAnna McManus
	Josh Ward
	Chris Hoover
	Ricky Decoteau
	Maurice Hudson

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 7, 2023

GPC #23-33-SE

Michael K. Padgett, II

3525 Old Spanish Trail

VII. NEW BUSINESS

1. Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling located in a C-2 Community Commercial Zoning District. 3525 Old Spanish Trail, (GPC #23-33-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 18, 2023

Subject: Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District, 3525 Old Spanish Trail. (GPC #23-33-SE)

REQUEST:

The Planning Department has received a request from Michael K. Padgett, II for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District at 3525 Old Spanish Trail. PID #82434033.000 (GPC #23-33-SE). The application fee of \$250 was paid on October 13, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3525 Old Spanish Trail, PID #82434033.000 (See Exhibit A)
2. General features of the proposed project:
 - Existing House: approximately 936 square feet
 - Lot Size: 1.85 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, I-2 Industrial, C-3 Highway Commercial and PUD Planned Unit Development.
6. Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Industrial, C-3 Highway Commercial, High Density Residential and Vacant.

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.

1. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: Inherited house from grandmother – want to continue to use as residential.

Staff Finding: *There are others in the immediate area commonly enjoying single-family homes in this same C-2 designated 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: *Was used as residential previously.*

Staff Finding: *There are currently single-family homes in the immediate vicinity of the proposed site of the Special Exception. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *Inherited from grandmother.*

Staff Finding: *Not all single-family homes will be leased, rented, or purchased within 180 days of the previous occupancy due to various economic circumstances. Staff's opinion is that these circumstances are not results of actions of the applicant.*

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.
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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
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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
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- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

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

23-33-5E

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

Special Exception— These uses are not allowed by right, and **require** a recommendation by the Planning Commission and approval of the City Council.

Name of Applicant: Michael K. Padgett, II

Name of Business: _____

Address: 3525 Old Spanish Trail 39553

Mailing Address (if different): 11025 Sabra Ln 39565

Email Address: padgett.michael@icloud.com

Phone: 228-238-3489 Cell Phone: 228-238-3489

Reason for request, location and intended use of Property: Residential

access to utilities — to use property as Residential

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Michael K. Padgett, II

FOR OFFICE USE ONLY

Date Received 10/13/23 Verify as Complete Babs

Fee Amount Received 251.00

Initials of Employee Receiving Application BR

Date of Application: _____

10/13/23

I, Michael Padgett II, the fee simple owner of the following described property (give legal description):

3525 Old Spanish Trail

hereby petition to the City of Gautier to Grant a Special Exception of using property as residential in _____

and affirm that Michael Padgett, II 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.

Michael Padgett
(Owner's Signature)

The foregoing instrument was acknowledged before me this 5th day of October, 2023 by Michael Padgett, who is personally known to me or has produced MS I.D.

_____ as identification and who did take an oath.

April Hurt
(Printed Name of Notary Public)

April Hurt
(Signature of Notary Public)

Commission # 122420. My commission expires 2-7-2026.

(Notary's Seal)



SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

A. inherited house from grandmother — want to continue to use as residential

B. was used as residential previously

C. inherited from grandmother

Barbara Logan

From: Kevin Padgett <padgettmichael@icloud.com>
Sent: Friday, October 20, 2023 11:33 PM
To: Barbara Logan
Subject: Kevin Padgett special exceptions

To whom it may concern,

I, Michael Kevin Padgett JR have inherited my grandmother's property. My father and I wasn't aware of the house wasn't going to be livable after 180 days. I would like to make it my primary resident. If you have any questions or concern please give me a call at 2282383489.

**MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS**



15090494

FILING DATE 07/22/2022

**CERTIFICATE OF DEATH
STATE OF MISSISSIPPI**

STATE FILE NUMBER 123-2022-020076

1. DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix) HAZEL LOIS PADGETT		2. GENDER FEMALE	3. HOUR OF DEATH 07:10	4. DATE OF DEATH (Month, Day, Year) 07/14/2022
5. RACE (Check one or more boxes to indicate what the decedent considered himself or herself to be) ☒ White ☐ Black or African American ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Native Hawaiian ☐ Samoan ☐ Asian Indian ☐ Guamanian or Chamorro ☐ Other Asian (Specify) _____ ☐ Other Pacific Islander (Specify) _____ ☐ American Indian or Alaska Native (Name of the particular tribe or principal tribe) _____ ☐ Other (Specify) _____				
6. AGE AT LAST BIRTHDAY 89	7. ONLY IF UNDER 1 YEAR IN MONTHS 00	8. ONLY IF UNDER 1 YEAR IN DAYS 00	9. DATE OF BIRTH (Month, Day, Year) 12/20/1932	10. PLACE OF BIRTH (State or Foreign Country) MISSISSIPPI
11. PLACE OF DEATH (Check only one box) ☐ Hospital ☐ Long-term care facility ☐ Other (Specify) _____ ☐ Home ☐ Nursing home/Long-term care facility ☐ Decedent's home ☐ Other (Specify) _____		12. FACILITY NAME (If not a facility, give street address, route number, or other location) 3521 OLD SPANISH TRAIL		
13. CITY, TOWN OR LOCATION OF DEATH GAUTIER		14. ZIP CODE 39553		15. COUNTY OF DEATH JACKSON
16. DECEDENT'S EDUCATION - Check the box that best describes the highest degree or level of school completed at time of death. ☐ 8th grade or less ☐ 9th - 12th grade, no diploma ☐ High school graduate or GED completed ☐ Some college, no degree ☐ Associate's degree (e.g., AA, AS) ☐ Bachelor's degree (e.g., BA, AB, BS) ☐ Master's degree (e.g., MA, MS, MEd, MEdW, MEdS) ☐ Doctorate (e.g., PhD, EdD) ☐ Postgraduate (e.g., MEd, EdS, EdD, EdM, EdL, EdW, EdG, EdH, EdI, EdJ, EdK, EdL, EdM, EdN, EdO, EdP, EdQ, EdR, EdS, EdT, EdU, EdV, EdW, EdX, EdY, EdZ)				
17. MARITAL STATUS AT TIME OF DEATH ☐ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		18. SURVIVING SPOUSE (Give legal name prior to first marriage) BIRDIE SUE ARD GILKEY		19. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) NO
20. DEPENDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish, Hispanic, Latino. Check the "No" box if decedent is not Spanish, Hispanic, Latino. ☒ No, not Spanish/Hispanic/Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, Other Spanish/Hispanic/Latino (Specify) _____				
21. SOCIAL SECURITY NUMBER 425-48-9902		22. USUAL OCCUPATION (Kind of work done prior to death) WAITRESS		23. KIND OF BUSINESS OR INDUSTRY RESTAURANT
24. RESIDENCE - STATE MISSISSIPPI	25. RESIDENCE - COUNTY JACKSON	26. CITY OR TOWN GAUTIER	27. ZIP CODE 39553	28. STREET AND NUMBER OR RURAL LOCATION (If rural, give nearest cross street) 3521 OLD SPANISH TRAIL
29. FATHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) CLINTON DEWITT HOWARD		30. MOTHER OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) BIRDIE SUE ARD GILKEY		
31. INFORMANT - NAME (Type or print) STEPHANIE LONG		32. RELATIONSHIP TO DECEDENT DAUGHTER		33. WORKING ADDRESS (Street and number, City or town, State, ZIP Code) 3521 OLD SPANISH TRAIL, GAUTIER, MS 39553
34. DISPOSITION OF BODY (Specify: Burial, Cremation, etc.) CREMATION		35. CEMETERY/CREMATORIUM NAME COASTAL CREMATIONS		
36. FUNERAL HOME (Who first assumed custody of body) HOLDER - WELLS FUNERAL HOME 1901		37. FUNERAL HOME LICENSE NUMBER FE-0415		
38. FUNERAL HOME (If body was transferred prior to disposition) HOLDER - WELLS FUNERAL HOME 1901		39. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4017 MAIN STREET, MOORE POINT, MS 39553		
40. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) CHANEL MURPHY NURSE PRACTITIONER				
41. NAME OF CERTIFIER (Type or print) BRUCE A. LYND JR.				
42. SIGNATURE OF CERTIFIER (Type or print) BRUCE A. LYND JR.				
43. SIGNATURE OF DECEASED (Type or print) HAZEL LOIS PADGETT				
44. SIGNATURE OF WITNESS (Type or print) HAZEL LOIS PADGETT				
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100. SIGNATURE OF WITNESS (Type or print) HAZEL LOIS PADGETT				

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

7/26/2022

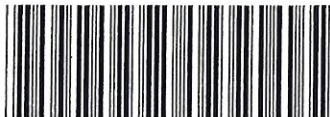
Judy Moulder
Judy Moulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERING IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.

CERTIFIED TRUE COPY



202132156 2 PGS

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202132156 BK: 2053 PG: 896-897
12/27/2021 10:05:11 AM 2 PGS
JFREEMAN,DC Rcpt#34309

Prepared by and Return to: George W. Murphy, Esq. (MSB 3667) Murphy Law, PA Post Office Box 703 Ocean Springs, MS 39566-0703 (228) 818-2889 Phone (228) 875-7891 Fax geowmurphy@geomurphy.com File No.: 4227-001	Grantor: Michael Padgett, being one and the same as Michael Kevin Padgett, I 3525 Old Spanish Trail Gautier, MS 39553 (228) 369-5314 Phone	Grantees: Michael Kevin Padgett, I 3525 Old Spanish Trail Gautier, MS 39553 (228) 369-5314 Phone Michael Kevin Padgett, II 11025 Sabra Lane Vancleave, MS 39565 (228) 238-3489 Phone
Indexing instructions: Section 34, Township 7 South, Range 7 West		

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, **MICHAEL PADGETT**, being one and the same as **MICHAEL KEVIN PADGETT, I**, do hereby bargain, sell, convey, warrant and deliver unto **MICHAEL KEVIN PADGETT, I**, and **MICHAEL KEVIN PADGETT, II**, as joint tenants with full rights of survivorship and not as tenants in common, subject to the Life Estate interest of **HAZEL L. PADGETT**, that certain tract, piece or parcel of land situated in Jackson County, State of Mississippi, and described as follows, to-wit:

That certain tract, piece or parcel of land lying and being situated in Section 34, Township 7 South, Range 7 West, Jackson County, Mississippi, and described and bounded by a line running as follows, to-wit:
Commencing at a point where the North right-of-way line of the L&N Railroad intersects the East section line of said Section 34, and runs from

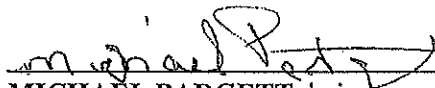
thence North along said section line to the South line of U. S. Highway 90; thence in a Northwesterly direction, along the South right-of-way line of said U. S. Highway 90, a distance of 845 feet for the Point of Beginning; thence South 485 feet, more or less, to the North right-of-way line of the L&N Railroad; thence West or Westerly, along the North right-of-way line of said L&N Railroad, a distance of 200 feet; thence North 485 feet, more or less, to the South boundary line of U. S. Highway 90; thence East or Southeast, along the South right-of-way line of U. S. Highway 90, a distance of 200 feet back to the Point of Beginning.

TOGETHER WITH the water privileges to the Artesian Well located on the adjoining property as shown in the chain of title.

Together with all improvements, easements, and appurtenances thereunto belonging.

This conveyance is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all restrictions, reservations and covenants of record.

WITNESS MY SIGNATURE, this the 16th of December, 2021.



MICHAEL PADGETT, being one and the same as
MICHAEL KEVIN PADGETT, I

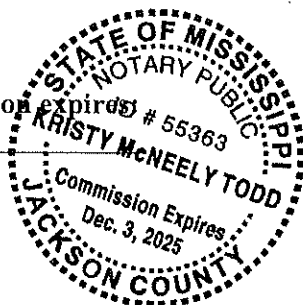
STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Michael Padgett, being one and the same as Michael Kevin Padgett, I, who acknowledged that he signed and delivered the foregoing Warranty Deed on the day and year therein written as his own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 16th day of December, 2021.


NOTARY PUBLIC

My commission expires



82434033.000 PADGETT MICHAEL KEVIN I

PIDN: 82434033.000

GISP: 778.34-00-0240.00

Owner Information

Percent of Ownership: 100

Name: PADGETT MICHAEL KEVIN I

Name 2: PADGETT MICHAEL

Mailing Address: 3525 OLD SPANISH TRL
GAUTIER MS
39553

Site Address: 3525 OLD SPANISH TRL GAUTIER

Land Information

Section: 34 Acreage: 1.85

Township: 7

Range: 7

Street Name OLD SPANISH
TRL

Value and Tax Information

Total Assessed Value: 5857

Total Appraised Value: 39043

Improvement Value: 27653

Land Value: 11390

Tax Amount: 842

SQ FT: 745

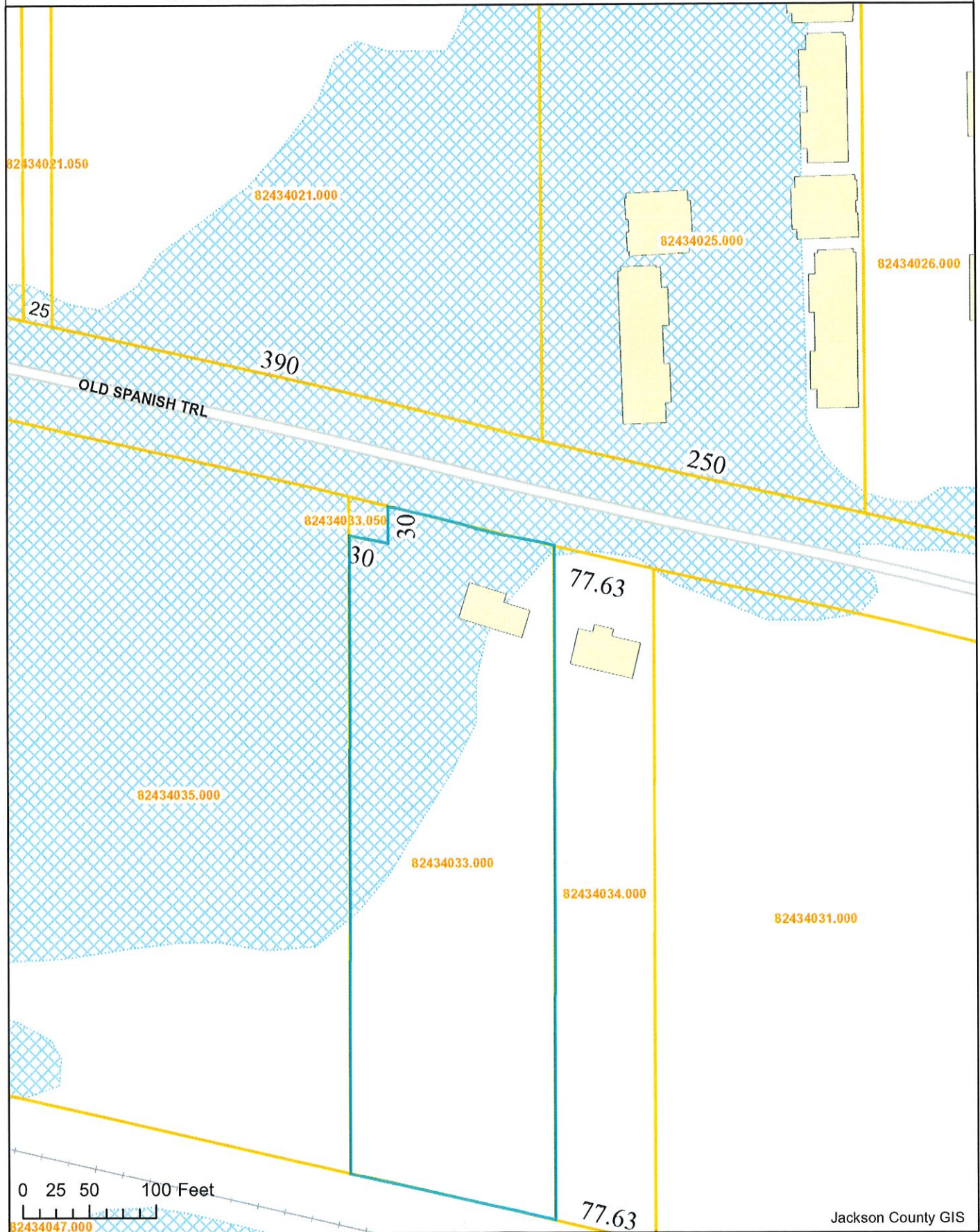
Year Built: 1970

Legal Description

Description: COM N/M RR & E/L SEC 34 N 76 DEG
W 880' FOR POB N TO S/M OLD SPA
NISH TRAIL N 79 DEG W 140' S 30'
N 79 DEG W 30' S TO N/M RR S 76
DEG E 170' M/L TO POB DB 1835-1
34 DB 2053-896 (240 MAP778.34)

Deed Book / Page: 2053 / 896

82434033.000 PADGETT MICHAEL KEVIN I



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE ELU_08

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

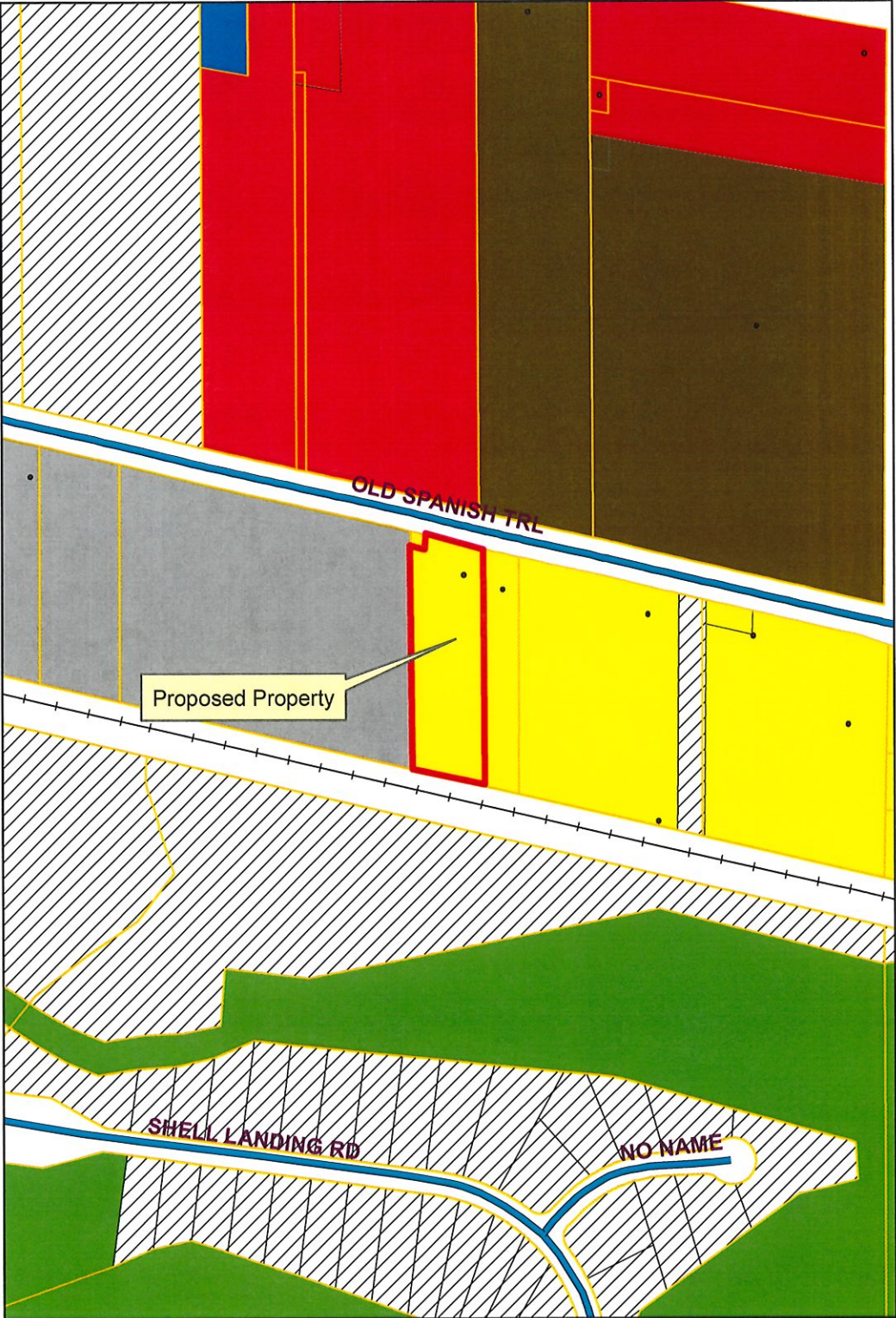


Exhibit D Future Land-Use

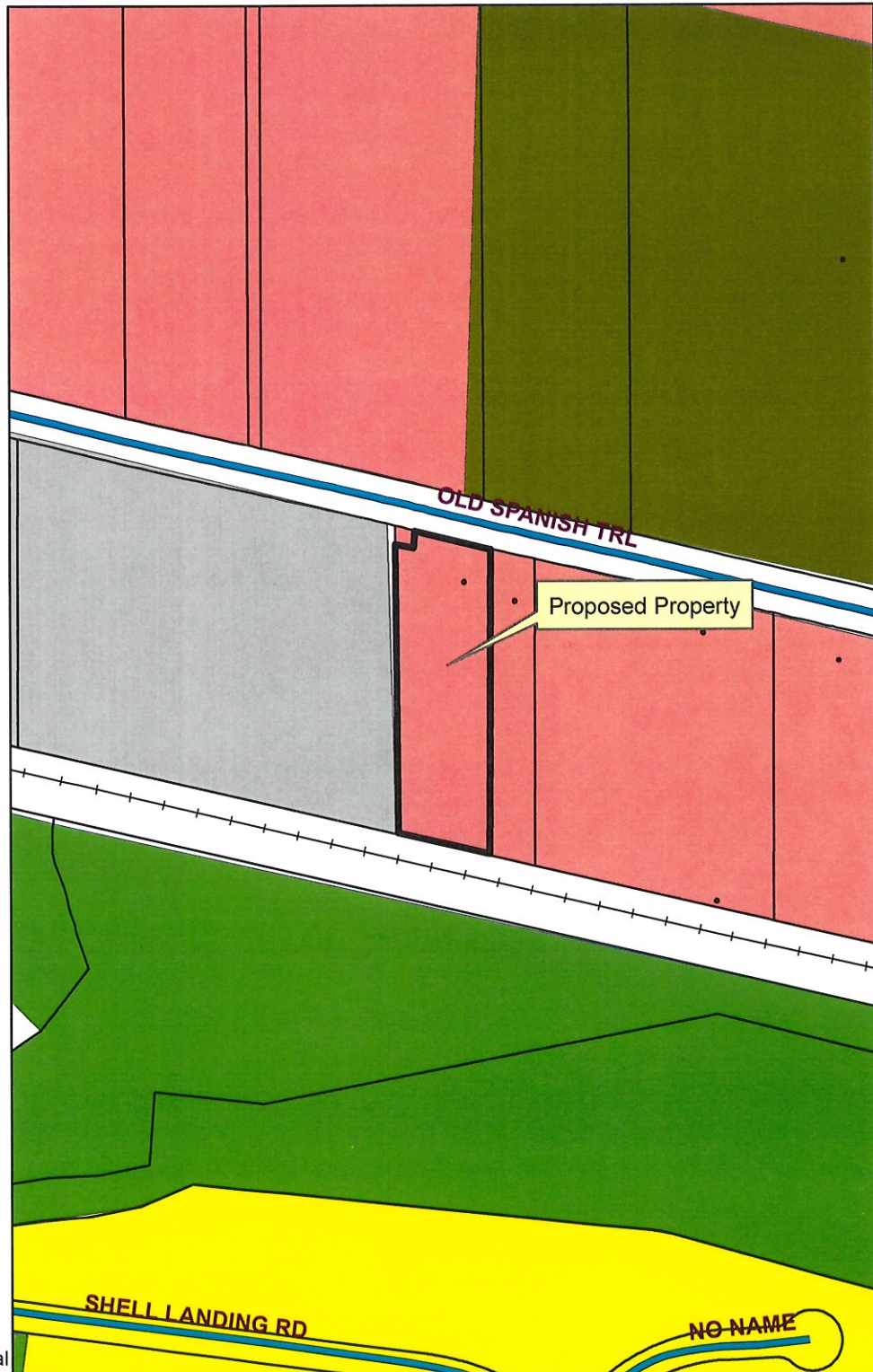
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman Colledge made the motion to approve the abatement at 1639 Lima Drive, Gautier, MS, as presented, and assess a penalty to the property in the amount of \$1,500 or 50% of the actual cost of cleaning the property, whichever is more. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 432-2023

WHEREAS, after proper notice, on or about November 21, 2023, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1639 Lima Drive, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 1639 Lima Drive, Gautier, MS 39553, by having the property bush hogged and secure the unsafe, and blighted property, as recommended by the Planning Department.

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

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

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

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

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

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

NAYS: None

ABSENT: Dante Elbin

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 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/15/2023
Subject: Consider Abatement on 1639 Lima Drive, Gautier, MS (William Middleton)

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 secure this unsafe and blighted property.

BACKGROUND:

This property has been abandoned and neglected since at least 2018. There has been no water account associated with this property since 2018. There have been multiple illegal dumpings of trash and debris in the right of way of this lot. The grass is over 7 feet tall in some places, a tree has grown through the front porch, and the front door has been broken. Property taxes are delinquent over a year. On August 6, 2021, the property owner told Code Enforcement that he moved to Alabama and that he let the property go back to the mortgage company. Code Enforcement told the owner via phone that the City was going to seek demolition of the mobile home. The owner stated to Code Enforcement that the "City can do whatever it has to" with the property because "I gave it back to the mortgage company". That phone call was over two years ago on August 6, 2021. Since then, two letters and several phone calls have been made to the mortgage company, but no response has been received. An abatement notice has been sent certified twice to the mortgage company, still with no response. The property has been in default since at least 2018, but the mortgage company to this date has not made any attempt to foreclose on it. The property has been abandoned since 2018. This property is not being maintained to ward off rodents or to discourage the unlawful dumping that continuously occurs on it.

DISCUSSION:

As can be seen from the attached pictures, this is a severely blighted property in the Martin's Bluff subdivision. The owner of the lot and mortgage company have been given adequate notice to remedy the problems with this lot and to avoid this abatement. The owner and mortgage company have had two years to respond to requests from the City to bring this property into compliance with City code and community standards. The mortgage company has been given considerable time to present any objection or defense to this abatement.

RECOMMENDATION:

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

ATTACHMENTS:

1. Photos of Property
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel & Tax info
6. Memorandum Public Hearing Proposal

JACKSON COUNTY, MS

Current Date **11/13/2023**

Tax Year 2022

Records Last Updated **11/13/2023**

PROPERTY DETAIL		
OWNER	MIDDLETON WILLIAM COLEY	ACRES : .13
	29455 COUNTY RD 65	LAND VALUE : 5873
		IMPROVEMENTS : 6840
	LOXLEY AL 36551	TOTAL VALUE : 12713
		ASSESSED : 1907

PARCEL 85940184.000

ADDRESS 1639 LIMA

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	96.04	0.00	100.84
CITY	82.00	0.00	86.10
SCHOOL	96.17	0.00	100.98
TOTAL	274.21	0.00	287.92 5.00% Penalty

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR	
MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL LOT 194 MARTIN'S BLUFF S/D #3



CODE CASE DETAILED REPORT CODE-000848-2019 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 09/12/2019
Status: Resolved	District:	Closed Date: 08/06/2021
Assigned To: Patrick Fagan	Description: overgrown	

Parcel: 85940184.000	Main	Address: 1639 Lima Dr Gautier, MS 39553	Main	Zone: R-3 (Residential - 3 Family)
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Note	Created By	Date and Time Created
1. I sent a notice to the owner about the overgrown property.	CODE ENFORCEMENT	9/12/2019 1:59 pm
2. The property is still overgrown.	CODE ENFORCEMENT	9/18/2019 4:46 pm
3. The property is still overgrown.	CODE ENFORCEMENT	9/24/2019 2:30 pm
4. I will send a final notice about the grass	CODE ENFORCEMENT	10/7/2019 4:30 pm
5. The property is still overgrown	CODE ENFORCEMENT	10/14/2019 10:51 am
6. I spoke to Mr. Middleton and he lost the property to the mortgage company /Caliber Home Loans/Simm ass. inc. acc#9410698 or Simm Acc# 11705840. Middleton 327-6673	CODE ENFORCEMENT	10/21/2019 1:54 pm
7. I spoke to Simm Ass. Inc. And email mikeo@simmassociates.com about the property.	CODE ENFORCEMENT	12/4/2019 1:34 pm
8. I sent Simms an email about Bobby Fairley 228-669-6359 wants to buy the property. I informed Mr. Fairley that someone should be calling him about the property.	CODE ENFORCEMENT	3/22/2021 11:05 am
9. I sent another email Mike O at Simms Associates about the property stating the City's next course of action was Abatement.	CODE ENFORCEMENT	6/23/2021 2:42 pm
10. councilman Colledge wants abatement process started.	System Administrator	6/25/2021 9:46 am
11. PF. owner William Middleton, 228-327-6673, ss# 419-17-5351, says he has not been on that property in over a year and that he is in bankruptcy. I informed him that I was attempting to condemn the property and to abate it. He said this did not matter to him and that he had nothing to with the property any more and that as far as he knows Simms Associates still has the mortgage on the property. But according to Google, Simms Associates is a collection agency (866) 572-9376). Middleton and Caliber Home Loans (251 283 7000)are still listed on the deed as the owners. Middleton says Caliber sold the loan to some other company right before the bankruptcy and that he would try to get the new company's info for me.	Patrick Fagan	7/19/2021 2:48 pm
12. PF. Caliber Home Loans does still own the mortgage. Caliber made a claim in bankruptcy court against this property. The email address of Calibers is SD-Bankruptcy@caliberhomeloans.com. Mailing address is Caliber Home Loans, Inc. 13801 Wireless Way. Oklahoma City, OK 73134. Phone is 800-401-6587. The last known attorney for the bankruptcy on behalf of Caliber was Scott Fink, Contact phone 216-739-5644 Email sfink@weltman.com. 323 W. Lakeside Avenue. Cleveland, OH 44113	Patrick Fagan	7/21/2021 2:07 pm
13. PF. This property has never been foreclosed. William Middleton still owns it. He is supposed to come cut the grass this weekend. (7-28-21, he did not come cut grass)	Patrick Fagan	7/21/2021 2:14 pm
14. PF. The owner, William Middleton, came from alabama to cut the property. It looks good. case closed. But it will be overgrown again in 3 weeks because he said he's not going to cut it again because Caliber Home Loans will be eventually taking back the property. At this time, they still have not foreclosed on it.	Patrick Fagan	8/6/2021 3:25 pm

CODE CASE DETAILED REPORT CODE-001623-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	07/01/2021
Status:	Void	District:		Closed Date:	07/14/2021
Assigned To:	Patrick Fagan	Description:	overgrown		
Parcel:	85940184.000	Main	Address:	1639 Lima Dr Gautier, MS 39553	Main
			Zone:	R-3 (Residential - 3 Family)	

Owner

William Middleton
1639

Note	Created By	Date and Time Created
1. PF. sent letter for overgrown.	Patrick Fagan	7/1/2021 3:36 pm
2. PF. closing this case and reopening the previous case on this property because the new councilman wants abatement requested.	Patrick Fagan	7/14/2021 12:30 pm

CODE CASE DETAILED REPORT CODE-001911-2021 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	09/22/2021
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	overgrown/bush hogging		

	Address: 1639 Lima Dr.	Main
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Note	Created By	Date and Time Created
1. PF. reopened new case because property needs cutting badly. I mailed a letter to caliber home loans. I email their know email address. Copies placed under Documents/attachments	Patrick Fagan	9/22/2021 2:05 pm
2. Caliber made a claim in bankruptcy court against this property. The email address of Calibers is SD-Bankruptcy@caliberhomeloans.com. Mailing address is Caliber Home Loans, Inc. 13801 Wireless Way. Oklahoma City, OK 73134. Phone is 800-401-6587. The last known attorney for the bankruptcy on behalf of Caliber was Scott Fink, Contact phone 216-739-5644 Email sfink@weltman.com. 323 W. Lakeside Avenue. Cleveland, OH 44113	Patrick Fagan	5/31/2023 9:34 am
3. Alberto Bautista, 267-972-2765, interested in buying property	Patrick Fagan	5/31/2023 9:37 am

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



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

CITY OF GAUTIER

Nature's Playground

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 21, 2023**, 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:

1639 Lima

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



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

CITY OF GAUTIER

Nature's Playground

November 8, 2023

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

TO: William Middleton
29455 COUNTY RD 65
Loxley, AL 36551
cc: 1639 Lima, Gautier

Re: Notice of Public Hearing
1639 Lima

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1639 Lima, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **November 21, 2023 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 uncleanliness 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













TO: Caliber Home Loans
13801 Wireless Way
Oklahoma City, OK 73134



TO: William Middleton
28455 COUNTY RD 65
Lodley, AL 36551



CITY OF GAUTIER
Nature's Playground

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Colton
City Clerk: Teresa Montgomery

TO: Caliber Home Loans
13801 Wireless Way
Oklahoma City, OK 73134

Re: MS 39553 / William Middleton property

The City of Gautier has approved and scheduled a public hearing for this property. The hearing will be held at the City Hall, 3330 Hwy 90, Gautier, MS, 39553 on **November 21, 2023 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 uncleanliness 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 cleaning/cleaning.

"Nature's Playground"



CITY OF GAUTIER
Nature's Playground

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Colton
City Clerk: Teresa Montgomery

November 8, 2023

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

TO: William Middleton
28455 COUNTY RD 65
Lodley, AL 36551
cc: 1639 Lima, Gautier

Re: Notice of Public Hearing
1639 Lima

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for this property. The hearing will be held at the City Hall, 3330 Hwy 90, Gautier, MS, 39553 on **November 21, 2023 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 uncleanliness 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 cleaning/cleaning.

"Nature's Playground"



CITY OF GAUTIER
Nature's Playground

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Colton
City Clerk: Teresa Montgomery

November 8, 2023

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

TO: Scott Fink
321 W. Lakeside Ave.
Cleveland, OH 44113

Re: Notice of Public Hearing
1639 Lima, Gautier, MS 39553 / Caliber Home Loans/William Middleton property

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for this property. The hearing will be held at the City Hall, 3330 Hwy 90, Gautier, MS, 39553 on **November 21, 2023 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 uncleanliness 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 cleaning/cleaning.

"Nature's Playground"

Nature's Playground

November 8, 2023

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

TO: Scott Fink
323 W. Lakeside Ave.
Cleveland, OH 44113

Re: Notice of Public Hearing
1639 Lima, Gautier, MS 39553 / Caliber Home Loans/William Middleton property

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1639 Lima, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **November 21, 2023 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.



CITY OF GAUTIER
PLANNING DEPARTMENT
3330 Highway 90
P.O. Box 670
Gautier, MS 39553-0670

TO: Scott Fink
323 W. Lakeside Ave.
Cleveland, OH 44113

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director
From: Patrick Fagan, Code Enforcement
Date: November 8, 2023
Subject: Abatement of 1639 Lima (bush hog & secure)

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 secure this unsafe and blighted property.

BACKGROUND:

This property has been abandoned and neglected since at least 2018. There has been no water account associated with this property since 2018. There have been multiple illegal dumpings of trash and debris in the right of way of this lot. The grass is over 7 feet tall in some places, a tree has grown through the front porch, and the front door has been broken. Property taxes are delinquent over a year. On August 6, 2021, the property owner told Code Enforcement that he moved to Alabama and that he let the property go back to the mortgage company. Code Enforcement told the owner via phone that the City was going to seek demolition of the mobile home. The owner stated to Code Enforcement that the "City can do whatever it has to" with the property because "I gave it back to the mortgage company". That phone call was over two years ago on August 6, 2021. Since then, two letters and several phone calls have been made to the mortgage company, but no response has been received. An abatement notice has been sent certified twice to the mortgage company, still with no response. The property has been in default since at least 2018, but the mortgage company to this date has not made any attempt to foreclose on it. The property has been abandoned since 2018. This property is not being maintained to ward off rodents or to discourage the unlawful dumping that continuously occurs on it.

DISCUSSION:

As can be seen from the attached pictures, this is a severely blighted property in the Martin's Bluff subdivision. The owner of the lot and mortgage company have been given adequate notice to remedy the problems with this lot and to avoid this abatement. The owner and mortgage company have had two years to respond to requests from the City to bring this property into compliance with City code and community standards. The mortgage company has been given considerable time to present any objection or defense to this abatement.

RECOMMENDATION:

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

ATTACHMENTS:

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

Councilman George made the motion to approve a portion of Gulf Haven to be vacated, 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 433-2023

WHEREAS, Shirley Prater (hereinafter, "the petitioner"), the property owner of Parcel Numbers 86306179.000, 86308006.000, 86308005.000, has requested to amend the attached subdivision plat; and

WHEREAS, the purpose of the requested amendment is to vacate the undeveloped and unconstructed portion of Gulf Haven Rd., as indicated and described on the attached survey; and

WHEREAS, pursuant to Miss Code Ann. 17-1-23, in order to alter such a plat, the requesting party must file a petition with the governing authority; and

WHEREAS, Mrs. Prater has submitted such a petition; and

WHEREAS, according to the attached recorded deeds, the petitioner owns all affected properties, and the city hereby finds that she is the only individual who may be adversely affected by the amendment to the plat, and the only individual who may have a direct interest in such action; and

WHEREAS, the petitioner agrees she is not due any compensation for such vacation pursuant to Miss. Code Ann. 21-37-7, and the city agrees; and

WHEREAS, the City Council hereby finds vacating the roadway as indicated on the attached survey is appropriate and in the best interest of the City of Gautier; and

IT IS THEREFORE ORDERED that the Mayor and City Council hereby approves the request by Shirley Prater to vacate the roadway as indicated on the attached survey.

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

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

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

NAYS: **None**

ABSENT: **Dante Elbin**

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 21, 2023.

City Manager, Paula Yancey
Gautier City Hall
3330 US 90
Gautier, MS 39553

November 15, 2023

Dear Ms Yancey:

We are the owners of three (3) properties in the City of Gautier Point Clear Riviera development that surround a very short dead-end segment of Gulf Haven Drive where it adjoins Albacore Drive. Specifically, we own:

1. Lots 177, 178, 179, and south half of lot 180, 1515 Albacore Dr, PIDN 86306179.000
2. Lots 5 and 5A, 3021 Gulf Haven Dr, PIDN 86308006.00
3. Lot 4 and west half of lot 3, 3017 Gulf Haven Dr, PIDN 86308005.000

We are petitioning the City Council requesting the plat governing our property be amended in such a way that the dedicated roadway be vacated as indicated on the survey we have provided to the City of Gautier. We will pay the legal fees and cost of the title company to record the change, and do not seek compensation from the City relating to the vacation of the relevant portion of the roadway.

We appreciate your consideration of this request. Its approval will benefit the City by improving traffic flow in the neighborhood and reducing maintenance cost from signage and repaving. Thank you for your assistance.

Sincerely,
Glen and Shirley Prater
1515 Albacore Dr, Gautier, MS 39553 (under construction, near completion)
977 Eastern Parkway, Louisville, KY 40217 (current address while home is being built)
(502) 645-3525

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202116873 BK:2030 PG:694-695
06/30/2021 02:39:41 PM 2 PGS
TFOUNTAIN,DC Rpt#17825



202116873 2 PGS

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

Grantor:
Nathan Joseph Bosarge
3130 Village Cir.
Ocean Springs, MS 39564
Telephone: (228) 217-3663

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

Grantees:
Glen Prater, Jr.
Shirley A. Prater
977 Eastern Parkway
Louisville, KY 40217
Telephone: (502) 645-3525

File No. 0211695S

INDEXING INSTRUCTIONS: Lots 177, 178, 179, & S ½ of Lot 180, Point Clear Riviera S/D, Sect K, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Nathan Joseph Bosarge**, do hereby sell, convey and warrant unto **Glen Prater, Jr. and Shirley A. Prater**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lots 177-179 and South 1/2 of Lot 180, Point Clear Riviera Subdivision, Section K, a subdivision, according to a map or plat thereof which is on file of record in the office of the Chancery Clerk of Jackson County, MS, in Plat Book 11, at Page 10.

This being the same property as that conveyed to Nathan Joseph Bosarge, by instrument recorded in Deed Book 1912, Page 849, and Deed Book 1912, Page 869, Land Deed Records of Jackson County, Mississippi.

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

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

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

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

This conveyance is not part of the Grantor's homestead.

WITNESS MY SIGNATURE, on this the 28th day of June, 2021.

Nathan Joseph Bosarge
Nathan Joseph Bosarge

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Nathan Joseph Bosarge**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.



UNDER MY HAND AND OFFICIAL SEAL, on this the 28th day of June, 2021.

Michelle Jordan
NOTARY PUBLIC

My commission expires: 05/31/25

DEED ACCEPTED BY:

Glen Prater, Jr., Grantee

Shirley A. Prater, Grantee

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202116871 BK:2030 PG:688-690
06/30/2021 02:39:41 PM 3 PGS
TFOUNTAIN,DC Ropt#17826



202116871 3 PGS

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

Grantor:
Claire Elizabeth Bosarge
521 Baronne St. Apt. 305, Bldg. A
New Orleans LA, 70113
Telephone: (228) 217-3663

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

Grantees:
Glen Prater, Jr.
Shirley A. Prater
977 Eastern Parkway
Louisville, KY 40217
Telephone: (502) 645-3525

File No. O211695S

INDEXING INSTRUCTIONS: Lots 5 & 5-A, Point Clear Riviera S/D, Sect M, and part of vacated Gulf Haven Drive, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Claire Bosarge a/k/a Claire Elizabeth Bosarge**, do hereby sell, convey and warrant unto **Glen Prater, Jr. and Shirley A. Prater**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to Claire Elizabeth Bosarge, by instrument recorded in Deed Book 1912, Page 889, Land Deed Records of Jackson County, Mississippi.

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

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

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

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

This conveyance is not part of the Grantor's homestead.

WITNESS MY SIGNATURE, on this the 28 day of June, 2021.

Claire Elizabeth Bosarge
Claire Elizabeth Bosarge

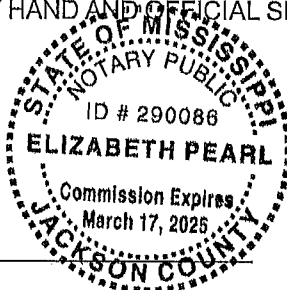
ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Claire Elizabeth Bosarge**, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 28 day of June, 2021.

(AFFIX SEAL)



My commission expires: _____

Elizabeth Pearl
NOTARY PUBLIC

DEED ACCEPTED BY:

Glen Prater, Jr., Grantee

Shirley A. Prater, Grantee

Exhibit "A"

Legal Description

Lots 5 and 5-A, Point Clear Riviera Subdivision, Section M, a subdivision, according to a map or plat thereof which is on file of record in the office of the Chancery Clerk of Jackson County, MS, in Plat Book 11, at Page 48.

AND ALSO:

All that portion of Gulf Drive, also known as Gulf Haven Drive, lying and being more situated between Lot 177, Point Clear Riviera Subdivision, Section K, as per plat thereof recorded in Plat Book 11, at Page 10, and Lot 5, Point Clear Riviera Subdivision, Section M, as per plat thereof recorded in Plat Book 11, at Page 48, in the Office of the Chancery Clerk of Jackson County, MS.

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202313224 BK:2129 PG:44-45
07/10/2023 11:11:28 AM 2 PGS
JSMALL, DC Ropt#15138



202313224 2 PGS

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

Grantor:
Melvin E. Vick
119 Balboa Dr.
Hattiesburg, MS 39402
(601) 310-2018

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

Grantees:
Glen Prater, Jr.
Shirley A. Prater
977 Eastern Pkwy.
Louisville, KY 40217
(502) 645-3525

File # O235549X

INDEXING INSTRUCTIONS: Lot 4, Point Clear Riviera S/D, Sec. M, Jackson Co., MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Melvin E. Vick**, do hereby sell, convey and quitclaim unto **Glen Prater, Jr. and Shirley A. Prater**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 4, Point Clear Riviera Subdivision, Section M, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 11, at Page 48.

This being the same property as that conveyed to Melvin E. Vick, by instrument recorded in Book 956, at Page 419, Land Deed Records of Jackson County, Mississippi.

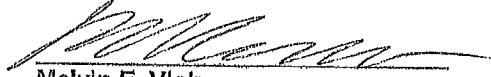
No title exam was performed and no title examination was requested. The description used on this deed was provided by the Client. No search was made of public records to determine the accuracy of said description and said attorney, in preparing this deed, has relied, at the request of the Client, on the representation of the Grantor that the description provided is proper and accurate.

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

The Grantees assume all property taxes for the prior and current years.

This conveyance is not part of the Grantor(s) homestead.

WITNESS MY SIGNATURE, on this the 22nd day of June, 2023.


Melvin E. Vick

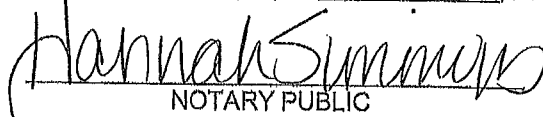
ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON Lamar

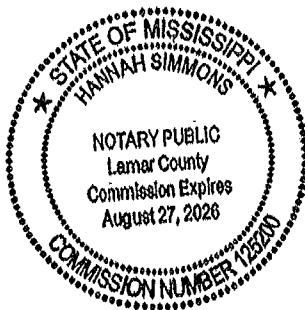
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Melvin E. Vick**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 22nd day of June, 2023.

(AFFIX SEAL)


NOTARY PUBLIC

My commission expires August 27, 2026



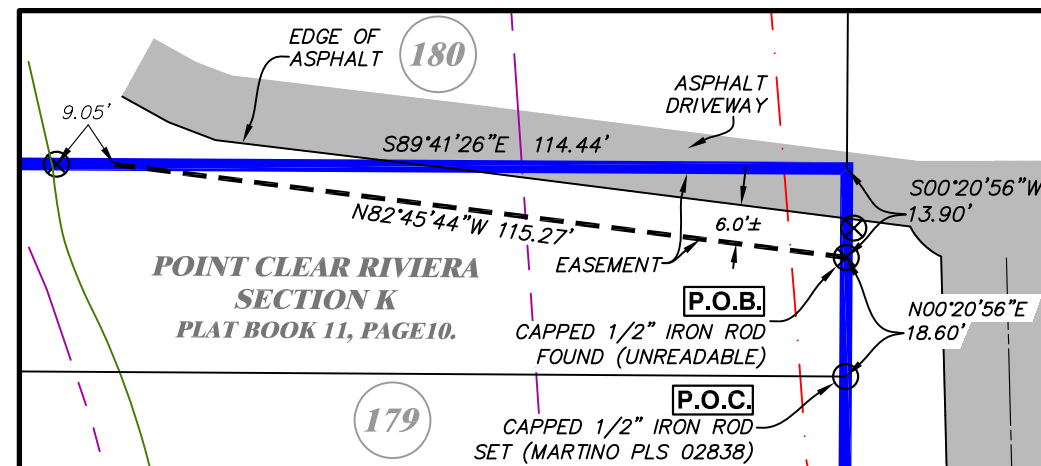
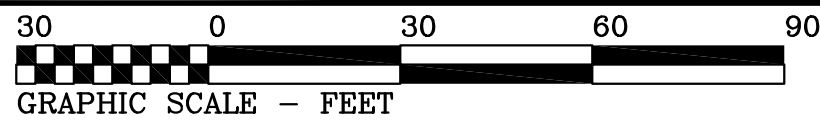
LEGEND:

- (IRF) IRON ROD FOUND
- (IPF) IRON PIPE FOUND
- (IRS) IRON ROD SET
- CONCRETE MONUMENT FOUND
- POWER POLE

LINE LEGEND:

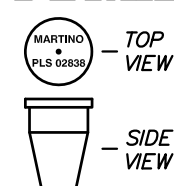
- FENCE LINE
- OVERHEAD ELECTRIC LINE

A SURVEY OF TAX PARCEL NUMBERS 86308006.000 & 86306179.000, CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI



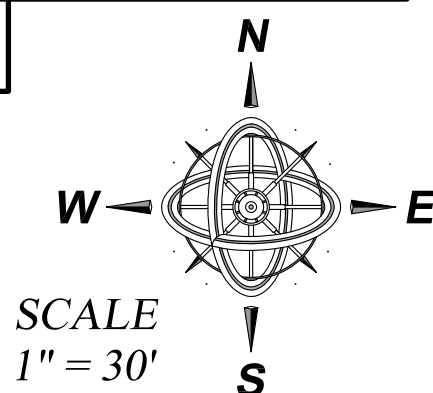
DETAIL "A"
SCALE: 1"=30'

CAP DETAIL:



DETAIL OF TYPICAL CAP FOR 1/2"x18" REBAR SET BY PATRICK M. MARTINO, P.L.S.

BEARING REFERENCE:
GEODETIC NORTH BY GPS OBSERVATION (NAD83; CORS96)



SCALE 1" = 30'

ABBREVIATION LEGEND:

DEED = DEED DIMENSION
PLAT = PLAT DIMENSION
A.K.A. = ALSO KNOWN AS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
N90°00'00"E 435.00' = ACTUAL FIELD MEASUREMENT

PARCEL #86306179.000 DEED DESCRIPTION:

(AS PER DEED BOOK 2030 PAGE 694)
LOTS 177-179 AND SOUTH 1/2 OF LOT 180, POINT CLEAR RIVIERA SUBDIVISION, SECTION K, A SUBDIVISION, ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MS, IN PLATBOOK 11, AT PAGE 10.

PARCEL #86308006.000 DEED DESCRIPTION:

(AS PER DEED BOOK 2030 PAGE 688)
LOTS 5 AND 5-A, POINT CLEAR RIVIERA SUBDIVISION, SECTION M, A SUBDIVISION, ACCORDING TO A MAP OR PLAT THEREOF WHICH IS ON FILE OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MS, IN PLATBOOK 11, AT PAGE 48.

AND ALSO:

ALL THAT PORTION OF GULF DRIVE, ALSO KNOWN AS GULF HAVEN DRIVE, LYING AND BEING MORE SITUATED BETWEEN LOT 177, POINT CLEAR RIVIERA SUBDIVISION, SECTION K, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 11, AT PAGE 10, AND LOT 5, POINT CLEAR RIVIERA SUBDIVISION, SECTION M, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 11, AT PAGE 48, IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MS.

LEGAL DESCRIPTION

(PROPOSED PORTION OF GULF HAVEN DRIVE TO BE VACATED)

A PARCEL OF LAND LOCATED IN WHAT IS CURRENTLY GULF HAVEN DRIVE (A.K.A. GULF DRIVE), POINT CLEAR RIVIERA SUBDIVISION, SECTION M, BEING RECORDED IN PLAT BOOK 11 AT PAGE 48, AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 4, POINT CLEAR RIVIERA SUBDIVISION, SECTION M, BEING RECORDED IN PLAT BOOK 11 AT PAGE 48, AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE S89°29'10"E 45.07' TO THE EXTENSION OF THE WEST MARION OF ALBACORE DRIVE AS PER POINT CLEAR RIVIERA SUBDIVISION, SECTION K, BEING RECORDED IN PLAT BOOK 11 AT PAGE 10, AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE N00°20'36"E 54.25' FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 177, POINT CLEAR RIVIERA SUBDIVISION, SECTION K; THENCE ALONG THE SOUTH LINE OF SAID LOT 177, N89°39'04"W 45.07' FEET TO AN IRON ROD SET WITH CAP STAMPED MARTINO PLS 02838; THENCE S00°20'36"W 54.12' FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 2,442 SQUARE FEET.

NOTES:

- 1.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 2.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.
- 3.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 4.) REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET CETERA. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

SEE BOUNDARY SURVEY PERFORMED ON 7/28/2022 FOR ALL ITEMS PERTAINING TO BOUNDARY LINES

FLOOD ZONE EXPLANATION:

- AE BASE FLOOD ELEVATIONS DETERMINED.
- X (0.2% ANNUAL CHANCE FLOOD) AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
- VE COASTAL FLOOD ZONE WITH VELOCITY HAZARD (WAVE ACTION); BASE FLOOD ELEVATIONS DETERMINED

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PATRICK M. MARTINO, P.L.S.
DATE OF FIELD SURVEY 6/14/2023
PREPARED LEGAL DESCRIPTION FOR ROAD VACATE



BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

REFERENCE MATERIALS:

- 1.) JACKSON COUNTY TAX AND GIS MAPS.
- 2.) RECORDED SUBDIVISION PLAT OF POINT CLEAR RIVIERA, PLAT BOOK 11 AT PAGES 10 & 48.
- 3.) DEED BOOK 2030, PAGE 694
- 4.) DEED BOOK 2030, PAGE 688
- 5.) INFORMATION PROVIDED BY CLIENT.
- 6.) PRIOR SURVEY BY LEWIS ALDRED, JR. PLS, DATED SEPT. 18, 2020.

WATER BOUNDARY NOTE:

SUCH LAND WHICH COMPRISES THE SHORES OR BANKS OF NAVIGABLE RIVERS, STREAMS, LAKES, BAYS, GULFS OR OCEANS; OR FILLED-IN LANDS OR ARTIFICIAL ISLANDS; OR RIPARIAN OR LITTORAL RIGHTS; OR LAND WHICH IS BELOW THE WATERMARK OF THE ORDINARY HIGH TIDE OR THE MEAN HIGH TIDE; OR LAND WHICH MIGHT CONSTITUTE WETLANDS UNDER THE CONSTITUTION OR LAWS OF THE STATE OF MISSISSIPPI OR OF THE UNITED STATES OF AMERICA IS CONVEYED BY QUITCLAIM ONLY.



THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.		THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AS SHOWN HEREON" ACCORDING TO MAP NUMBER 28059C04066, DATED MARCH 16, 2009.	
CLIENT: GLEN & SHIRLEY PRATER PARCEL: 3021 GULF HAVEN DRIVE ADDRESS: GAUTIER, MS 39553 POINT CLEAR RIVIERA, SECTIONS K & M TAX PARCEL NUMBERS: 86306179.000 & 86308006.000 CREW CHIEF: RW/PMW DATE: 8/8/2022 REVISED:	SURVEY CLASS "B" SCALE: 1" = 30'	BEARINGS SHOWN HEREON ARE DERIVED BY: GEODETIC NORTH BY GPS OBSERVATION (NAD83; CORS96); ALL LINES RELATIVE TO.	
PATRICK M. MARTINO, PLS 13010 KAYLEIGH COVE BILOXI, MISSISSIPPI 39532 PHONE: 228-396-2283 EMAIL: PATRICK@MARTINOSURVEYING.COM PROFESSIONAL LAND SURVEYOR			

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 Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 434-2023

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 Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Dante Elbin

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 21, 2023.

Docket of Claims
Release date from 11/21/2023 thru 11/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	46 ENTERTAINMENT INC	240344	11/21/2023	11/13/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1956	11/05/2023			6,500.00
001	DIRECTV LLC	240345	11/21/2023	11/13/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (DEC)		X231114	11/14/2023			175.00
001	FOSTERS A/C & HEATING INC	240346	11/21/2023	11/13/2023			220.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA TUNE UP (2): PLANNING		P1138189	11/06/2023			220.00
001	MISSISSIPPI POWER	240347	11/21/2023	11/13/2023			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	OCT 2023 LEASE: BACOT		0796886005	11/03/2023			1,155.00
001	SEYMOUR ENGINEERING PLLC	240348	11/21/2023	11/13/2023			10,162.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-616	ENG SERV: BELK LAWSUIT		8911	10/31/2023			10,162.50
001	SEYMOUR ENGINEERING PLLC	240349	11/21/2023	11/13/2023			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-603	MAPS: SCHOOLS & PARKS		8910	10/31/2023			280.00
001	SOUTHERN PEST CONTROL INC	240352	11/21/2023	11/13/2023			456.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-433953	09/28/2023			456.00
001	TRAVELERS CL REMITTANCE CENTER	240353	11/21/2023	11/13/2023			200,198.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	BUSINESS AUTO POLICY		4394J5094	11/13/2023			76,979.00
	001-092-625	COMM PKG: LIABILITY		4394J5094	11/13/2023			121,812.00
	001-092-625	COMMERCIAL CRIME		4394J5094	11/13/2023			1,407.00
001	WASTE PRO - GAUTIER	240355	11/21/2023	11/13/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001346868	10/31/2023			35.00
	001-170-698	BACOT PORT O LET(2)		0001346908	10/31/2023			250.00
001	AIR MASTERS MECHANICAL INC	240356	11/21/2023	11/13/2023			243.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	SERV CALL: BACK UNIT		SM11263	11/01/2023			243.00
001	AIRGAS USA LLC	240357	11/21/2023	11/13/2023			338.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5503320747	10/31/2023			338.08

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001	AUTOZONE INC	240358	11/21/2023	11/13/2023			52.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BLUE DEF PLATINUM (2)		4907478574	10/19/2023			52.06
001	CINTAS CORPORATION	240360	11/21/2023	11/13/2023			537.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	OCT 04 2023 MAINT		4169693691	10/04/2023			134.42
	001-205-535	OCT 11 2023 MAINT		4170402078	10/11/2023			134.42
	001-205-535	OCT 18 2023 MAINT		4171104646	10/18/2023			134.42
	001-205-535	OCT 25 2023 MAINT		4171837236	10/25/2023			134.42
001	M & E FEED & SEED	240362	11/21/2023	11/13/2023			87.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD (2)		747914	11/01/2023			87.00
001	STEINER SAW & MOWER	240363	11/21/2023	11/13/2023			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	TRI BLADE;BLADE KIT:WEEDEATER		093978	10/31/2023			50.00
001	PASCAGOULA TIRE & SERVICE INC	240364	11/21/2023	11/13/2023			79.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	ALIGNMENT: SSP FORD VAN		113515	10/02/2023			79.99
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	240366	11/21/2023	11/14/2023			2,499.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	AUG 2023 CLUB SUPPORT		08312023	11/14/2023			833.33
	001-170-642	SEP 2023 CLUB SUPPORT		09302023	11/14/2023			833.33
	001-170-642	OCT 2023 CLUB SUPPORT		10312022	11/14/2023			833.33
001	CATALIS COURTS AND LAND RECORDS LLC	240367	11/21/2023	11/14/2023			3,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	BAL AUG 2023 SHORT PAID		307304253	08/09/2023			10.00
	001-010-698	OCT 2023 COURT SUPPORT		308307252	10/31/2023			1,495.00
	001-010-698	NOV 2023 COURT SUPPORT		308307253	11/09/2023			1,495.00
001	JACKSON COUNTY ADULT DETENTION CENTER	240369	11/21/2023	11/14/2023			7,735.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	OCT 2023 ADC CHGS		10312023	11/01/2023			7,735.00
001	TEC	240370	11/21/2023	11/14/2023			119.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1105596	11/01/2023			119.57
001	SBM REPORTING LLC	240371	11/21/2023	11/14/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MGT 11/2/23		MB1605	11/03/2023			175.00

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001	C SPIRE WIRELESS	240372	11/21/2023	11/14/2023			270.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC EQUIP CHGS 3000652433	652433-29	11/01/2023			270.00	
001	ACE DATA STORAGE INC	240373	11/21/2023	11/14/2023			105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	OCT 2023 SHREDDING SERVICE	0094906	11/01/2023			105.00	
001	TERRENCE DOSSETT	240374	11/21/2023	11/14/2023			100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM REIM: ENG COM OPS	10142023	10/19/2023			100.00	
001	ELAN FINANCIAL SERVICES	240375	11/21/2023	11/14/2023			1,878.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	CANINE INSURANCE: HANK	10032023	10/04/2023			641.79	
	001-094-704	ANNUAL: ADOBE CREATIVE CLOUD	10042023	10/05/2023			599.88	
	001-100-559	DVD/RW USB DRIVE	10112023	10/12/2023			36.99	
	001-100-559	EXTERNAL USB TYPE-C (4)	10162023	10/17/2023			479.96	
	001-100-559	EXTERNAL USB TYPE-C (1)	10182023	10/19/2023			119.99	
001	CENTERPOINT ENERGY	240376	11/21/2023	11/14/2023			43.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	SOUTH FIRE:9/25-10/24/23	11000999-0	10/31/2023			43.14	
001	CENTERPOINT ENERGY	240377	11/21/2023	11/14/2023			46.77	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE:9/25-10/24/23	11000885-1	10/31/2023			46.77	
001	SPARKLIGHT	240378	11/21/2023	11/14/2023			96.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	NOV 2023:SR BLDG#120793682	11012023	11/01/2023			96.73	
001	SPARKLIGHT	240379	11/21/2023	11/14/2023			149.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	NOV 2023:#107571481	11012023	11/01/2023			149.20	
001	SINGING RIVER ELECTRIC COOPERATIVE	240383	11/21/2023	11/14/2023			408.39	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	10192023	10/26/2023			241.94	
	001-170-631	BACOT SPLASHPAD 103751001	10192023	10/26/2023			31.46	
	001-170-631	BACOT UPGRADES 113730001	10192023	10/26/2023			50.83	
	001-170-631	BACOT 114484001	10192023	10/26/2023			84.16	
001	FUELMAN	240385	11/21/2023	11/14/2023			4,252.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP65381004	11/06/2023			97.36	
	001-100-525	UNL FUEL	NP65381004	11/06/2023			3,225.47	
	001-161-525	UNL&DSL FUEL	NP65381004	11/06/2023			474.75	
	001-170-525	UNL FUEL	NP65381004	11/06/2023			313.85	
	001-205-525	UNL&DSL FUEL	NP65381004	11/06/2023			141.02	

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001	LOWES HOME CENTERS INC	240387	11/21/2023	11/14/2023			4,427.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	SYP PANEL;TRTD 2X12(6):BDAVIS	901972	09/13/2023			243.41	
	001-170-577	80LB QKRETE(4): BDAVIS STRS	901972	09/13/2023			19.32	
	001-205-639	6PK ROLLER COVER: FUEL TANK	901713	09/25/2023			13.29	
	001-170-512	100' SFTY FENCE; T-POST(6)	901688	09/25/2023			108.03	
	001-205-559	CM 15PC MET WRENCH SET(2)	984052	09/26/2023			98.96	
	001-205-559	CM 15PC STD WRENCH SET(2)	984052	09/26/2023			98.96	
	001-205-702	CM BLK STL TOOL CABINET (2)	984052	09/26/2023			880.20	
	001-205-702	CM BLK TOP TOOL CHEST	984052	09/26/2023			323.10	
	001-205-559	SALES TAX	984052	09/26/2023			98.09	
	001-205-559	CREDIT: SALES TAX	958484	09/29/2023			-98.09	
	001-170-520	2CF BROWN MULCH (280): MALL	970069	09/26/2023			1,058.40	
	001-205-639	WHT SPRY PNT/PRMR: FUEL TANK	901325	09/27/2023			6.16	
	001-205-639	PAINT SUPPLIES: FUEL TANK	901323	09/27/2023			19.77	
	001-170-512	100' SFTY FENCE	901240	09/27/2023			35.14	
	001-201-559	42 GAL CONTR BAGS 50PK (5)	971792	09/27/2023			142.40	
	001-205-635	3" PVC DWV CAP(3): MECH SHOP	901506	09/28/2023			25.86	
	001-205-702	CM BLK TOP TOOL CHEST	958975	09/28/2023			341.05	
	001-201-679	2CF BROWN MULCH(110): HWY 90	973565	09/28/2023			415.80	
	001-205-635	PLUMBING SUPPLS: MECH SHOP	901482	10/06/2023			2.00	
	001-205-635	PLUMBING SUPPLS: MECH SHOP	901506	10/06/2023			11.77	
	001-170-634	2" S40 PLUG: GM SPLASH PAD	901915	10/08/2023			3.21	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	994229	10/09/2023			57.21	
	001-205-635	S40 CPL(2);ELBOW(3):MECH SHOP	901310	10/09/2023			3.33	
	001-170-559	4CT BATTERY D (3)	901231	10/09/2023			26.43	
	001-170-634	PLUMBING SUPLS: GM SPLASH PAD	901137	10/09/2023			74.74	
	001-170-559	DREMEL ENGRAVING KIT	901673	10/11/2023			16.61	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901009	10/16/2023			17.83	
	001-205-559	ANTI SLIP TREAD TAPE (2)	901068	10/16/2023			13.28	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901283	10/17/2023			15.16	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901218	10/17/2023			22.46	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901306	10/17/2023			12.34	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	960731	10/17/2023			22.46	
	001-092-616	SUPPLIES: POWER BOX REPR	901511	10/18/2023			18.74	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901709	10/19/2023			26.52	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	960763	10/19/2023			94.93	
	001-170-635	COMM TOILET SEAT (2): GM PARK	958982	10/23/2023			56.96	
	001-170-559	WTR RESIST LTHR GLOVES	958982	10/23/2023			17.09	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901598	10/23/2023			2.54	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901737	10/23/2023			66.54	
	001-170-559	16PK AA BATTERY	901037	10/24/2023			15.66	
001	FUELMAN	240388	11/21/2023	11/14/2023			3,986.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP65414873	11/13/2023			87.57	
	001-100-525	UNL FUEL	NP65414873	11/13/2023			3,073.50	
	001-161-525	UNL&DSL FUEL	NP65414873	11/13/2023			626.56	
	001-170-525	UNL FUEL	NP65414873	11/13/2023			108.93	
	001-205-525	DSL FUEL	NP65414873	11/13/2023			90.26	

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001	RJ YOUNG COMPANY LLC	240392	11/21/2023	11/14/2023			75.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6618971	11/06/2023			38.00
	001-100-699	RICO IM C2500:BASE FEE		INV6618971	11/06/2023			37.50
001	DEPT PUBLIC SAFETY	240393	11/21/2023	11/14/2023			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (OCT 2023)		90137979	11/07/2023			180.00
001	O'REILLY AUTO PARTS	240394	11/21/2023	11/14/2023			5,309.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	4PK 3V BATTERY		1978305806	10/02/2023			13.99
	001-161-559	DRIP TRAY;PURPL PWR;ABSORBENT		1978306052	10/04/2023			36.97
	001-100-570	PS FLUID; OIL; BRK FLUID		1978306132	10/05/2023			13.47
	001-100-570	TRNS FLUID; ANTIFREEZE		1978306132	10/05/2023			24.48
	001-100-570	IRIDIUM PLUG (16): 19685		1978306132	10/05/2023			157.28
	001-205-559	VEHICLE TOW STRAP: SHOP		1978306134	10/05/2023			27.99
	001-100-570	TRNS FLD;O2 SENSOR:14399,19685		1978306277	10/06/2023			43.87
	001-100-570	RTN CR: TRNS FLUID (2)		1978306279	10/06/2023			-18.98
	001-100-570	TRNS FLUID (2)		1978306280	10/06/2023			25.98
	001-205-639	AIR HOSE FITTINGS (2): SHOP		1978306649	10/09/2023			19.95
	001-170-639	BATTERY: LIGHT PLANT		1978306655	10/09/2023			83.44
	001-170-638	BATTERY: 2019 F350		1978306715	10/09/2023			124.82
	001-170-639	BATTERY;HOSE CLMP: LIGHT PLANT		1978306799	10/10/2023			122.43
	001-170-638	FUEL LINE CLIP ASST: 12744		1978306842	10/10/2023			5.78
	001-205-570	BATTERY: 70508		1978306892	10/11/2023			139.46
	001-170-638	FUEL PUMP ASSY: 12744		1978306893	10/11/2023			112.34
	001-170-639	BATTERY TERMINALS (2): LOADER		1978306893	10/11/2023			11.98
	001-170-559	DREMEL ROTARY TOOL		1978306911	10/11/2023			36.99
	001-170-638	TOOL RNTL;CRANK SEAL: 12744		1978307025	10/12/2023			81.77
	001-170-638	RTN CR-FUEL PUMP ASSY: 12744		1978307159	10/13/2023			-112.34
	001-161-639	SPARKPLUGS: FD BLOWER FAN		1978307501	10/16/2023			2.97
	001-170-638	CRANKSHAFT SEAL: 12744		1978307529	10/16/2023			15.99
	001-100-570	HEADLAMP CAPSULE: PD UNITS		1978307529	10/16/2023			8.96
	001-205-570	HVAC ACTUATOR: JEEP 10914		1978307607	10/17/2023			26.18
	001-205-559	STEERING WHEEL CVR: GRN F150		1978307609	10/17/2023			21.99
	001-170-639	BATTERY: POLARIS RANGER		1978307631	10/17/2023			85.94
	001-205-639	SOFTWARE UPDATE: SCAN TOOL		1978307664	10/17/2023			1,317.41
	001-100-570	CTRL ARM ASSY (2): 19688		1978307665	10/17/2023			137.68
	001-100-570	CTRL ARM ASSY: 12457		1088102399	10/18/2023			62.85
	001-170-638	TR FLTR KIT;TR FLUID: 12744		1978307782	10/18/2023			60.52
	001-100-570	5 QT OIL (2): 17120		1978307784	10/18/2023			49.98
	001-100-570	CTRL ARM ASSY: 12457		1978307832	10/18/2023			74.83
	001-205-570	6QT OIL; OIL FLTR: 19415		1978307935	10/19/2023			42.67
	001-100-570	DRIVE PULLEY(3); BELT: 19685		1978307953	10/19/2023			78.11
	001-100-570	DRIVE PULLEY: 19685		1978307953	10/19/2023			31.31
	001-100-570	RTN DR: DRIVE PULLEY 19685		1978307979	10/19/2023			-18.40
	001-100-570	BRAKE PADS: 19684		1978308017	10/20/2023			40.10
	001-100-570	RTN CR: BRAKE PADS 19684		1978308035	10/20/2023			-40.10
	001-100-570	SEMI MET BRK PADS: 19684		1978308035	10/20/2023			46.82

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001	O'REILLY AUTO PARTS	240394	11/21/2023	11/14/2023			5,309.87	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BLOWER MOTOR: 12457		1978308323	10/23/2023			87.43
	001-100-570	8QT OIL; OIL FLTR: 10636		1978308323	10/23/2023			93.06
	001-100-570	DISC PAD SET: 11882		1978308324	10/23/2023			82.87
	001-161-638	BRAKE PADS: R-51		1978308453	10/24/2023			72.83
	001-161-638	BRAKE ROTOR (2): R-51		1978308454	10/24/2023			651.31
	001-161-638	BATTERY (4): E-1		1978308454	10/24/2023			633.80
	001-100-570	ROTOR TURNED(2): 11882		1978308455	10/24/2023			50.00
	001-205-570	BRK PADS;ROTOR(2): FOCUS		1978308457	10/24/2023			119.99
	001-205-570	5QT OIL;FLTR;AIR FLTR: FOCUS		1978308457	10/24/2023			35.40
	001-205-570	TORQUE MNT;ENG MNT&BSH: FOCUS		1978308457	10/24/2023			140.45
	001-205-570	WIPER BLADE (2): FOCUS		1978308457	10/24/2023			5.98
	001-170-639	BATTERY: EXMARK MOWER		1978308479	10/24/2023			56.93
	001-100-570	AIR FILTER: 10636		1978308504	10/24/2023			16.34
	001-100-570	BATTERY: 16223		1978308626	10/25/2023			161.46
	001-100-570	RTN CR: BATTERY 16223		1978308630	10/25/2023			-161.46
	001-100-570	BLOWER MOTOR: 17823		1978308647	10/25/2023			88.42
	001-100-570	CABIN FLTR (2): 17530;17823		1978308683	10/26/2023			17.00
	001-161-638	WHL BEARING(4);BRK HOSE: R-51		1978308707	10/26/2023			62.68
	001-161-638	WHL SEAL(2);BRK CALIPER: R-51		1978308707	10/26/2023			97.90
001	ADVANCE AUTO PARTS	240401	11/21/2023	11/15/2023			29.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	TURTLE WAX WASH & WAX (4)		3328564192	10/12/2023			29.40
001	GULF HYDRAULICS & PNEUMATICS INC	240404	11/21/2023	11/15/2023			410.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-639	RESEAL STEERING CYL: FORKLIFT		187536	10/31/2023	240051		72.10
	001-090-639	14LB(3)SHOP LABOR: FORKLIFT		187536	10/31/2023	240051		255.00
	001-170-639	6G2 3/8 2 WIRE HOSE:NH BACKHOE		187651	11/08/2023	240128		29.20
	001-170-639	6-8KFJX: NEW HOLLAND BACKHOE		187651	11/08/2023	240128		10.25
	001-170-639	6C2-FEMALE FLAT FACE STEM 90		187651	11/08/2023	240128		20.75
	001-170-639	BULKHEAD: NEW HOLLAND BACKHOE		187651	11/08/2023	240128		19.96
	001-170-639	HOSE ASSEMBLY CHG: NH BACKHOE		187651	11/08/2023	240128		3.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	240405	11/21/2023	11/15/2023			10.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	NAME PLATE: HUDSON,MAURICE		2310132	10/30/2023	240085		10.00
001	PASCAGOULA TIRE & SERVICE INC	240406	11/21/2023	11/15/2023			798.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK PURSUIT(4): 19688		114138	10/19/2023	240059		472.04
	001-100-638	INSTL PACKAGE: U #19688		114138	10/19/2023	240059		98.00
	001-100-638	4 WHL ALIGNMENT: U #19688		114138	10/19/2023	240059		79.99
	001-205-570	TIRE: 2007 F150		114145	10/19/2023	240057		148.69
001	FUNTIME EVENT SERVICES	240409	11/21/2023	11/15/2023			6,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	3 IN 1 MINI COMBO		20101	10/11/2023	240048		135.00
	001-170-513	JUSTICE LEAGUE BOUNCE HOUSE		20101	10/11/2023	240048		135.00
	001-170-513	HELLO KITTY BOUNCE HOUSE		20101	10/11/2023	240048		135.00
	001-170-513	INTERMEDIATE SWINGS		20101	10/11/2023	240048		1,675.00

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001	FUNTIME EVENT SERVICES	240409	11/21/2023	11/15/2023			6,280.00	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	MINDWINDER	20101	10/11/2023	240048		1,675.00	
	001-170-513	PIRATES REVENGE	20101	10/11/2023	240048		1,675.00	
	001-170-513	AIR RACER 2	20101	10/11/2023	240048		125.00	
	001-170-513	FULL COURT PRESS BASKETBALL	20101	10/11/2023	240048		125.00	
	001-170-513	DELIVERY CHARGE	20101	10/11/2023	240048		600.00	
001	JASON LINDLEY	240410	11/21/2023	11/15/2023			3,050.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-702	18' ANGLE TOP UTY TRAILER	1362	11/06/2023	240055		3,050.00	
001	SOUTH MS GELLYBALL LLC	240411	11/21/2023	11/15/2023			800.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	GELLYBALL: TARGETS-BLASTERS	0104	11/13/2023	240151		800.00	
001	SOUTHERN REGIONAL SAFETY INST	240412	11/21/2023	11/15/2023			4,105.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BASIC LEO ACADEMY: HOLLOWAY, T	2493	10/30/2023	240137		4,000.00	
	001-100-535	UNIFORM SHIRTS	2493	10/30/2023	240137		75.00	
	001-100-681	CPR CERTIFICATION	2493	10/30/2023	240137		30.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	240413	11/21/2023	11/15/2023			75.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	THERMAL LAMINATE POUCH 200PK	3550642259	10/24/2023	240070		24.13	
	001-170-500	TRU RED SCISSORS 8"	3550642259	10/24/2023	240070		5.67	
	001-170-500	WHT CARDSTOCK 250PK (2)	3550642259	10/24/2023	240070		17.14	
	001-170-500	2 PART RECEIPT BOOK (3)	3550642259	10/24/2023	240070		28.89	
001	ACE HARDWARE OF OCEAN SPRINGS	240415	11/21/2023	11/15/2023			1,950.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-706	RESCUE CHAINSAW W/DEPTH LIMIT	41266284	11/10/2023	240037		1,627.99	
	001-161-706	CHAIN CUT LOOP RESCUE 36RDR	41266284	11/10/2023	240037		322.07	
001	SPORTABOUT	240416	11/21/2023	11/15/2023			124.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	SUPER BOWL MEDAL(27): YTH FB	10964	11/10/2023	240132		106.65	
	001-170-502	ENGRAVE EXTG MEDAL(12):YTH FB	10964	11/10/2023	240132		18.00	
001	MUNICIPAL EMERGENCY SERVICES INC	240418	11/21/2023	11/15/2023			144.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	PANT;SHIRT;HOODIE;BEANIE	IN1959115	11/06/2023	230737		144.50	
001	SENTRY SPORTS A TO Z LLC	240419	11/21/2023	11/15/2023			1,548.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	BRKAWAY CPLG 12PC (3)	655	11/13/2023	240135		1,494.00	
	001-201-637	FREIGHT: TYPE C POLE	655	11/13/2023	240135		54.00	
001	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	240420	11/21/2023	11/15/2023			1,696.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	1ST LINE SUPERVISOR EXAM(11)	C58281A	11/02/2023	240056		990.00	
	001-022-660	SHIPPING & HANDLING	C58281A	11/02/2023	240056		22.00	
	001-022-660	MIDDLE MANAGER EXAM (6)	C58310A	11/07/2023	240056		684.00	

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001	THE SOUTHERN CONNECTION POLICE SUPPLIES	240421	11/21/2023	11/15/2023			2,464.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	HI LITE CARRIER GNXII (3)		28055	11/06/2023	231296		1,800.69
	001-100-535	PB GUARDIAN GEN III MOLE (3)		28055	11/06/2023	231296		664.20
001	AMAZON CAPITAL SERVICE	240423	11/21/2023	11/15/2023			1,162.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	HY-PER LUBE ZINC 4PK (15)		17C4JJ3T9F	10/31/2023	240077		258.00
	001-100-570	MOTOCYCLE/COOLER KIT		17C4JJ3T9F	10/31/2023	240077		78.98
	001-100-570	RTN CR: HYPER LUBE 4PK (12)		1WDPYG6VT3	11/13/2023	240077		-206.40
	001-170-513	CHRISTMAS LIGHT 132' (14)		1NKNCYLNHV	11/01/2023	240091		349.86
	001-170-513	FACETED C7 LED BULB 25PK (2)		17RW7L6637	11/09/2023	240134		37.50
	001-170-513	25PK C7 LED FACETED BULB (3)		17RW7L6637	11/09/2023	240134		68.97
	001-170-513	DISCOUNT: BULBS		17RW7L6637	11/09/2023	240134		-3.45
	001-100-500	AM CHAIR MAT		1NLVTCJNHP	11/12/2023	240141		36.00
	001-100-559	WD 1TB HARD DRIVE		1NLVTCJNHP	11/12/2023	240141		39.99
	001-100-559	A-TECH 16 GB KIT		1NLVTCJNHP	11/12/2023	240141		69.15
	001-100-500	PILOT G2 BLUE PEN 12PK (2)		1NLVTCJNHP	11/12/2023	240141		25.96
	001-100-500	WALL CALENDAR		1NLVTCJNHP	11/12/2023	240141		9.98
	001-100-500	2024 DESK CALENDAR 3PK (4)		1NLVTCJNHP	11/12/2023	240141		80.00
	001-100-587	SILHOUETTE TARGET 100PK		1NLVTCJNHP	11/12/2023	240141		55.79
	001-100-587	ACTION TARGET BLUE 100PK (2)		1NLVTCJNHP	11/12/2023	240141		92.74
	001-100-587	9MM DUMMY ROUND 10PK (3)		1NLVTCJNHP	11/12/2023	240141		44.25
	001-100-587	.223 DUMMY ROUND 10PK (3)		1NLVTCJNHP	11/12/2023	240141		47.97
	001-100-587	WALKER EAR MUFF (8)		1NLVTCJNHP	11/12/2023	240141		84.80
	001-100-500	DISCOUNTS		1NLVTCJNHP	11/12/2023	240141		-7.38
001	MOTOROLA SOLUTIONS INC	240425	11/21/2023	11/15/2023			129.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	DVR REPAIR PACKAGE		1187110022	10/26/2023	240058		129.00
001	CANNON PAF LLC	240426	11/21/2023	11/15/2023			31.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	VALVE ASSY SOP FORD		246886	10/10/2023	240030		31.36
001	MS MUNICIPAL LEAGUE	240432	11/21/2023	11/15/2023			1,050.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MID-WINTER CONF: ANDERSON		2646773594	11/15/2023			150.00
	001-001-681	MID-WINTER CONF: COLLEDGE		2646773594	11/15/2023			150.00
	001-001-681	MID-WINTER CONF: GEORGE		2646773594	11/15/2023			150.00
	001-001-681	MID-WINTER CONF: GOLLOTT		2646773594	11/15/2023			150.00
	001-001-681	MID-WINTER CONF: JACKSON		2646773594	11/15/2023			150.00
	001-001-681	MID-WINTER CONF: VAUGHAN		2646773594	11/15/2023			150.00
	001-021-681	MID-WINTER CONF: YANCEY		2646773594	11/15/2023			150.00
FUND TOTAL	1 Claims	to	Checks	55 Total	281,539.39 Manual	Held	Total	281,539.39

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156	DEFENSE TECHNOLOGY LLC	240422	11/21/2023	11/15/2023			1,990.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	156-100-799		LESS LETHAL ICP INST: HUNTER	000016854	09/19/2023	231154		995.00
	156-100-799		LESS LETHAL ICP INST: ETHERIDGE	000016854	09/19/2023	231154		995.00
156	GALLS LLC	240424	11/21/2023	11/15/2023			356.79	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	156-100-799		B1099 BADGE	026164002	11/03/2023	231275		147.50
	156-100-799		BLACKINGTON UPCHARGE	026164002	11/03/2023	231275		5.00
	156-100-799		FC STATE SEAL	026164002	11/03/2023	231275		6.40
	156-100-799		B1099 BADGE	026164002	11/03/2023	231275		160.50
	156-100-799		BLACKINGTON UPCHARGE	026164002	11/03/2023	231275		5.00
	156-100-799		FC STATE SEAL	026164002	11/03/2023	231275		6.40
	156-100-799		SHIPPING	026164002	11/03/2023	231275		25.99
FUND TOTAL 156 Claims	to	Checks	2 Total	2,346.79	Manual	Held	Total	2,346.79

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176	BELL AUTO PARTS INC	240359	11/21/2023	11/13/2023			69.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	OIL FILTER (2): POLARIS		D059865	10/18/2023			69.90
176	SINGING RIVER ELECTRIC COOPERATIVE	240384	11/21/2023	11/14/2023			2,445.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		10192023	10/26/2023			2,038.70
	176-170-631	HOUSE 76855002		10192023	10/26/2023			55.12
	176-170-631	SSP WELCOME CENTER 108928002		10192023	10/26/2023			321.63
	176-170-631	DUMP STATION 109931001		10192023	10/26/2023			30.10
176	LOWES HOME CENTERS INC	240390	11/21/2023	11/14/2023			28.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	BUG STOP 1.33 GAL		901475	10/06/2023			15.19
	176-170-559	MULTI INSECT KILLER (2)		915555	10/13/2023			13.26
176	AD2 INC	240403	11/21/2023	11/15/2023			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE NOV 2023		4026	11/15/2023			36.50
	176-170-699	SHOPPING CART		4026	11/15/2023			268.50
	176-170-699	WEBSITE MAINT 10/15-11/14/23		4026	11/15/2023			350.00
FUND TOTAL 176 Claims to		Checks	4 Total	3,198.90	Manual	Held	Total	3,198.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	240395	11/21/2023	11/15/2023			5,737.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		41597	11/07/2023			5,737.00
FUND TOTAL 355	Claims	to	Checks	1 Total	5,737.00	Manual	Held	Total 5,737.00

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400	2018-2019 BOND DEBT SERVICE FUND	240333	11/21/2023	11/13/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	NOV 2023: 2018 BOND DS		11012023	11/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	240334	11/21/2023	11/13/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	NOV 2023: 2019 BOND DS		11012023	11/01/2023			32,000.00
400	CLEARWATER SOLUTIONS LLC	240335	11/21/2023	11/13/2023			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	OCT 2023 OPERATION FEE		GAUTIER131	11/01/2023			170,690.75
400	MISSION COMMUNICATIONS LLC	240336	11/21/2023	11/13/2023			1,857.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ROBERT HIRAM		1081877	11/08/2023			371.40
	400-651-698	RENEWAL: BAYOU PIERRE		1081877	11/08/2023			371.40
	400-651-698	RENEWAL: WEST PARK		1081877	11/08/2023			371.40
	400-651-698	RENEWAL: PLAYERS COVE		1081877	11/08/2023			371.40
	400-651-698	RENEWAL: OCEAN ESTATES		1081877	11/08/2023			371.40
400	ANSER	240337	11/21/2023	11/13/2023			595.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 10/25-11/21/23		277-102523	10/25/2023			585.00
	400-650-698	PAPER INVOICE FEE		277-102523	10/25/2023			10.00
400	BUTLER SNOW LLP	240338	11/21/2023	11/13/2023			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	LEGAL COUNSEL: S2023 GO NOTE		10401168	11/07/2023			10,000.00
400	BORDIS & DANOS PLLC	240339	11/21/2023	11/13/2023			2,270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	LOCAL COUNSEL: S2023 GO NOTE		125	11/07/2023			2,112.00
	400-650-602	JC CHANCERY COURT FILING FEES		125	11/07/2023			158.00
400	GOVERNMENT CONSULTANTS INC	240340	11/21/2023	11/13/2023			3,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	ADVISORY SERVS: S2023 GO NOTE		11072023	11/07/2023			3,500.00
400	CONTROL SYSTEMS INC	240341	11/21/2023	11/13/2023			896.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	SERVICE CALL: CH WELL		S-1542	10/25/2023			896.15
400	REGIONS BANK CORPORATE TRUST	240342	11/21/2023	11/13/2023			19,897.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-819	INT: S2020 BOND 11504		G067Z08	11/01/2023			19,897.50
400	REGIONS BANK CORPORATE TRUST	240343	11/21/2023	11/13/2023			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	S2020 #11504 BOND FEE		112213	09/18/2023			750.00

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400	SEYMOUR ENGINEERING PLLC	240350	11/21/2023	11/13/2023			5,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	APPRAISAL: BOSARGE EASEMENT		8910	10/31/2023			1,800.00
	400-650-603	APPRAISAL: WALNUT EASEMENT		8910	10/31/2023			1,800.00
	400-650-603	APPRAISAL: MB-ROSEMONT EASEMNT		8910	10/31/2023			1,800.00
400	ARISTA INFORMATION SYSTEMS INC	240351	11/21/2023	11/13/2023			4,519.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2023 PRINTING 2067001		0008530	10/31/2023			1,114.70
	400-650-698	OCT 2023 POSTAGE 2067001		0008530	10/31/2023			3,404.71
400	HENZE ENTERPRISES INC	240361	11/21/2023	11/13/2023			495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	5CY TOPSOIL: PORPOISE SWR		32479	11/01/2023			75.00
	400-651-585	4CY TOPSOIL: GARDENDALE WTR		32479	11/01/2023			60.00
	400-651-585	4TN RAP: NARCISSUS WTR		32479	11/01/2023			160.00
	400-651-585	4TN RAP: TARPON WTR		32479	11/01/2023			160.00
	400-651-585	4CY FILL DIRT: SUTER		32479	11/01/2023			40.00
400	COGENT STRATEGIES LLC	240365	11/21/2023	11/14/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 11/6/23-12/5/23		3270	11/13/2023			7,500.00
400	SOUTHERN LINC	240380	11/21/2023	11/14/2023			86.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2023 SERV CHGS		228616	11/01/2023			86.76
400	WASTE MANAGEMENT OF MS-GLF COAST INC	240381	11/21/2023	11/14/2023			803.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	TRIP CHARGE:756145		08 1787147685	11/01/2023			335.00
	400-651-698	TRIP CHARGE:756147		08 1787147685	11/01/2023			335.00
	400-651-698	ENERGY SURCHARGE		08 1787147685	11/01/2023			124.96
	400-651-698	ADMIN CHARGE		08 1787147685	11/01/2023			8.50
400	SINGING RIVER ELECTRIC COOPERATIVE	240382	11/21/2023	11/14/2023			664.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STN 114260001		10192023	10/26/2023			664.14
400	FUELMAN	240386	11/21/2023	11/14/2023			158.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65381004	11/06/2023			158.57
400	FUELMAN	240389	11/21/2023	11/14/2023			175.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65414873	11/13/2023			175.85
400	LOWES HOME CENTERS INC	240391	11/21/2023	11/14/2023			150.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	GE 4' LED 32W BULB (2)		901652	10/11/2023			18.96
	400-651-585	20LB QUIKRETE		981201	10/19/2023			19.46

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400	LOWES HOME CENTERS INC	240391	11/21/2023	11/14/2023			150.89	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	2PK 30AMP TIME DELAY FUSE(3)		981680	10/19/2023			72.63
	400-650-559	WD40 2PK 8OZ SMARTSTRAW (3)		901712	10/19/2023			39.84
400	COG DEPOSITORY ACCOUNT	240402	11/21/2023	11/15/2023			134,830.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	OCT 2023 GARBAGE PMTS		10312023	10/31/2023			134,830.96
400	PASCAGOULA TIRE & SERVICE INC	240407	11/21/2023	11/15/2023			836.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	TRANSFORCE HT TIRE (4): F250		114368	11/01/2023	240096		647.72
	400-650-638	INSTL PACKAGE: F250		114368	11/01/2023	240096		99.00
	400-650-638	WHEEL ALIGNMENT: F250		114368	11/01/2023	240096		89.99
400	COAST CHLORINATOR & PUMP CO INC	240408	11/21/2023	11/15/2023			2,015.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2.5HP BOOSTER PUMP: CITY HALL		76553	11/03/2023	240086		2,687.00
	400-651-581	25% DISCOUNT ON PURCHASE		76553	11/03/2023	240086		-671.75
400	AMERICAN READY MIX LLC	240414	11/21/2023	11/15/2023			1,594.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	8 CYD @ 3000 PSI W/FIBER		5820	11/03/2023	240062		1,344.00
	400-651-585	MOBILIZATION FEE		5820	11/03/2023	240062		250.00
400	CORE & MAIN LP	240417	11/21/2023	11/15/2023			1,081.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	6" HYMAX 2 FLIP CPLG (2)		T832699	11/03/2023	231068		322.44
	400-651-581	6X2 BRS SADDLE 2PC BOLTED (6)		T891061	11/13/2023	231068		759.54
400	LYMAN WELL COMPANY	240427	11/21/2023	11/15/2023			3,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PULL PUMP-ASSY: WESTGATE WELL		23-215	11/01/2023	240095		3,900.00
FUND TOTAL 400 Claims to		Checks	27 Total	430,669.38	Manual	Held	Total	430,669.38

Docket of Claims
Release date from 11/21/2023 thru 11/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	240354	11/21/2023	11/13/2023			105,806.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	OCT 2023 RES GARBAGE (6298)		0001346823	10/31/2023			105,806.40
FUND TOTAL 404 Claims	to	Checks	1 Total	105,806.40	Manual	Held	Total	105,806.40

Docket of Claims
Release date from 11/21/2023 thru 11/21/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	55 Total	281,539.39 Manual	Held	Total	281,539.39
FUND 156 Claims	to	Checks	2 Total	2,346.79 Manual	Held	Total	2,346.79
FUND 176 Claims	to	Checks	4 Total	3,198.90 Manual	Held	Total	3,198.90
FUND 355 Claims	to	Checks	1 Total	5,737.00 Manual	Held	Total	5,737.00
FUND 400 Claims	to	Checks	27 Total	430,669.38 Manual	Held	Total	430,669.38
FUND 404 Claims	to	Checks	1 Total	105,806.40 Manual	Held	Total	105,806.40

Total for all Funds		Checks	90 Total	829,297.86 Manual	Held	Total	829,297.86

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

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

ORDER NUMBER 435-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Item 1 are hereby approved.

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

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

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

NAY: **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 21, 2023.

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

ORDER NUMBER 436-2023

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 7, 2023 are hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Dante Elbin**

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 21, 2023.

During Council Comments, Mayor Vaughan presented a letter from Mathew Hoggatt complementing H2O water services.

Matthew S. Hoggatt

1809 Seacliffe Drive
Gautier, MS 39553
matt@matthoggatt.com
(228) 217-6711

11/21/23

To: Casey Vaughan, Mayor
City of Gautier

Mayor Vaughan:

I wanted to extend my appreciation and thanks to our H2O water services provider for the hard work they completed at my home on Seacliffe Drive. On Thursday November 16th, I returned home to notice water bubbling up from the ground in my front yard. I immediately called public works at 3:30pm, and around 15 minutes later, the first H2O workers arrived at my address and began digging. Over the course of the next several hours, additional workers arrived on scene along with the public works director to try and isolate and remedy the problem. At times, they worked with only the illumination of cell phone light, to try and find the problem. Ultimately, a rusted city pipe was to blame for the water leak, and it had to be repaired. The following day, more repairs were needed along with a boil water notice for my area. The following Monday, H2O came back and repaired my yard by spreading additional dirt around. Throughout the process, every worker I encountered was friendly, positive minded, and very hard working. Please extend my thanks and appreciation to H2O and the public works department for a job well done.

Sincerely,



Matthew S. Hoggatt

Councilman Jackson made the motion to adjourn until December 5, 2023 at 6:30pm.
Councilman George seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of December 5, 2023.

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

Council Meeting:
Title:

December 5, 2023
Approval of water and sewer adjustments for
December 2023 in the amount of \$12,029.28

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for December 2023 in the amount of \$12,029.28

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 000-2023

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated December 2023 in the amount of \$12,029.28 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 5, 2023.

DECEMBER 2023 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	001-07351-000	439.83	872.78	105.00			1,417.61	Tree root in line
	001-10601-003		108.21				108.21	Outside Spigot
	013-04801-002		480.03	70.00			550.03	Pool Fill
	016-37301-002	1,805.58	2,347.97	70.00			4,223.55	Theft of Utilities
	019-09101-003		324.95	70.00			394.95	Under Slab
	019-47001-000		312.10				312.10	Pool Fill
	019-52351-000		221.32	140.00			361.32	Busted Pipe
	023-08401-000		344.01	35.00			379.01	Line in Yard
	025-26701-000		182.91				182.91	Outside Spigot
	037-39801-000		324.97				324.97	Outside Spigot
	047-00801-001		71.59				71.59	Outside Spigot
	047-22801-002		389.83				389.83	Sod
	050-00101-000		218.81	70.00			288.81	Busted Pipe
	053-22701-002		126.82		125.00	8.75	260.57	Busted Pipe
	056-20304-002		180.99				180.99	Pool Fill
	062-21001-000		495.95				495.95	Possible Theft
	065-12801-001	104.93	241.72				346.65	Outside Spigot
	074-10721-000		422.24	105.00			527.24	Pool Fill
	083-09201-000		106.71				106.71	Hot Water Heater
	086-05201-005		358.44	70.00			428.44	Busted Pipe
	089-18001-000		52.66				52.66	Busted Pipe
	110-02501-000	190.58	399.60	35.00			625.18	Busted Pipe
	TOTAL	2,540.92	8,584.61	770.00	125.00	8.75	12,029.28	
	COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

December 5, 2023
Authorization to accept a monetary donation from
Gautier Pride, Inc. for the City of Gautier's Lights and
Lagniappe on the Bayou

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a monetary donation from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier will host its annual Lights and Lagniappe on the Bayou on December 9th at 1:00pm at the Singing River Mall Property; and

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

WHEREAS, Gautier Pride Inc. has offered to provide a monetary donation in the amount of \$8,000.00 for the purpose of offsetting the costs incurred by the City for the Lights and Lagniappe on the Bayou; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation of \$8,000 from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou held on December 9th is hereby approved and accepted.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 5, 2023.

GAUTIER COMMUNITY PRIDE INC
PO BOX 598
GAUTIER MS 39553

1125
85-136/653

11/27/2023
Date

Pay To The
Order Of

City of Gautier
Eight thousand & 00/100

\$

8,000 ⁰⁰/₁₀₀

Dollars

Security features
included.
Details on back.



Merchants
& Marine Bank MandMBank.com

For

Fireworks Christmas

Carla Poncey

MP

Main Street Merchants & Marine Bank

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

Council Meeting:
Title:

December 5, 2023
**Approval of Change Order No. 1 with Gulf Coast
Solutions for the Shepard State Park RV
Expansion Project**

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1. to add 180 contract days with Gulf Coast Solutions for the Shepard State Park RV Expansion Project in order to keep the park completely operational during its most profitable times

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 000-2023

WHEREAS, the Grants and Projects Department requests for the City Council to approve Change Order No. 1 for an additional 180 working days with Gulf Coast Solutions for the Shepard State Park RV Expansion Project; and

WHEREAS, Change Order No. 1 serves to increase the contract days by 180 in order to keep the park completely operational during its most profitable times; and

WHEREAS, the additional work will add one hundred and eighty (180) days to the contract time, pushing the substantial completion date to July 31, 2024; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the change order No. 1, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 1 is approved.

IT IS FURTHER ORDERED that the additional contract days associated with 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 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: November 28, 2023
Subject: Shepard State Park RV Expansion – Gulf Coast Solutions – Change Order No.1 for Contract Time

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to increase the contract days with Gulf Coast Solutions for the Shepard State Park RV Expansion Project an additional 180 days to keep the park completely operational during its most profitable times.

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 at Shepard State Park.

The funding for this project will upgrade the existing sewer system which includes the installation of an 8-inch sanitary sewer, 15 new manholes, 2 grinder pumps, 10 new RV pads, and 38 new utility pedestals.

DISCUSSION:

Change Order No. 1 serves to add 180 days to the contract time, which will push the project completion from February 2, 2024, to July 31, 2024. This change is needed to keep the park completely operational during its most profitable times. The park is currently booked until April. Bookings through the months of April through July have stopped for construction.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 to add an additional 180 days to the contract time due to keep the park completely operational during its most profitable times.

The City Council may:

1. Approve Change Order No. 1, as presented; or
2. Not approve Change Order No. 1.

ATTACHMENT(S):

1. Change Order No. 1

CHANGE ORDER

OWNER:

City of Gautier
3330 Hwy. 90
Gautier, MS 39553

CHANGE ORDER NO. 1 (Summary)**DATE:** November 27, 2023**CONTRACTOR:**

Gulf Coast Solutions
12300 Big Creek Rd
Saucier, MS 39574

ENGINEER: Seymour Engineering, PLLC**PROJECT:** Shepard State Park Expansion**SUMMARY:**

This Change Order serves to increase the contract time based on the request from the Parks' Director (Chasity Bilbo) to keep the park completely operational during their most profitable time. The park is currently fully booked until April. Bookings through the months of April through July have stopped being taken to allow for construction. With that said, the date for Substantial Completion will be pushed to July 31st, 2024.

THE CONTRACT IS AMENDED AS SHOWN BELOW:**(Not valid until executed by the Owner, Engineer, and Contractor)**

The original Contract Sum:	\$1,266,830.58
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$1,266,830.58
The Contract Sum will now Change (-):	\$0.00
The New Contract Sum including this Change Order will be:	\$1,266,830.58
The original Contract Time:	150
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	2/2/2024
The Contract Time will now Change by (+) days:	180
The New Date of Substantial Completion will be:	7/31/2024

CONTRACTOR:

By: Yvette R. Breazeale
Digitally signed by Yvette R. Breazeale
Date: 2023.11.28 09:19:47 -06'00'

Date: 11/28/2023**ENGINEER:****By:****Date:****OWNER:****By:****Date:**

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

December 5, 2023
Authorization to advertise for bids for the
Shepard State Park Bathhouse and Laundry
Facility Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000

Summary Explanation: Authorization to advertise for bids for Shepard State Park Bathhouse and Laundry Facility Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Grants and Projects Department is requesting the authorization to advertise for bids for the Shepard State Park Bathhouse and Laundry Facility Project; and

WHEREAS, the new bathhouse will be constructed with a laundry facility, five (5) individual bathrooms, and five (5) individual showers. The additional capacity is needed, considering the City's expansion to add new RV sites; and

WHEREAS, the scope of work consists of selective demolition of existing site improvements, miscellaneous site improvements, concrete slab on grade, CMU long-bearing walls, roofing, new doors, new ceilings, new mechanical, new electrical, new flooring, and other new work; and

WHEREAS, if approved, the advertisement for bids will be published in the Sun Herald in early 2024. A pre-bid meeting will be scheduled in 2024 and held at Gautier City Hall Council Chambers for prospective bidders; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids on this project is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Shepard State Park Bathhouse and Laundry Facility Project.

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 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Department
Date: November 29, 2023
Subject: Authorization to Advertise for Bid for Shepard State Park Bathhouse and Laundry Facility Project

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Shepard State Park Bathhouse and Laundry Facility Project.

BACKGROUND:

The new bathhouse will be constructed with a laundry facility, five (5) individual bathrooms, and five (5) individual showers which will alleviate the camper's long wait times at the existing bathhouse. The additional capacity is needed especially considering the City's expansion to add new RV sites.

The scope of work consists of selective demolition of existing site improvements, miscellaneous site improvements, concrete slab on grade, CMU load-bearing walls, roofing, new doors, new ceilings, new mechanical, new electrical, new flooring, and other new work.

DISCUSSION:

If approved, this advertisement will be published in the *Sun Herald* in early 2024. A pre-bid meeting will be scheduled in 2024, and held at Gautier City Hall Council Chambers for prospective bidders.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertisement for bids for the Shepard State Park Bathhouse and Laundry Facility Project.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for bids

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for General Construction of the **Shepard Park Bathhouse** **will be received by the City of Gautier, Mississippi until 1:00 PM on _____, _____, 2024**, and said bids are to be opened and read aloud in the City Council's Meeting Room located in the Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

Envelopes containing the bids must be sealed, addressed to "Leoqueita Reddix, Purchasing Agent" and designated as bids for the following item described, to wit:

"Shepard Park Bathhouse"

1. If any envelope is not so marked, any bid contained therein will not be considered.
2. All bids shall be submitted in a sealed envelope addressed to "Leoqueita Reddix, Purchasing Agent." If a bid is submitted by mail, the address of the City Clerk is Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.
3. All bid envelopes should contain the bidder's name and mailing address, the name of the bid item, and Certificate of Responsibility Number on the face of the sealed envelope.
4. A new bathhouse will be constructed at the Shepard State Park Campground. The scope of work for this phase includes selective demolition of existing site improvements, miscellaneous site improvements, concrete slab on grade, CMU load-bearing walls, roofing, new doors, new ceilings, new mechanical, new electrical, new flooring and other new Work.
5. The BID DOCUMENTS, consisting of Information for Bidders, Drawings, Specifications and Addenda, may be examined at the locations listed below.
6. The Issuing Office for the Bidding Documents is GMC, PLLC., 11 North Water Street, Suite 15250, Mobile, AL 36602, Attn: Doris Furr (251) 338-6840 doris.furr@gmcnetwork.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. – 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below.
7. General Contractors may procure plans and specifications from the Architect upon payment of a deposit of **Twenty dollars (\$20.00)** for a one time administrative fee for digital/file sharing access or **One Hundred Fifty dollars (\$150.00)** (printed) per set. Contractors are encouraged to use the digital plans. Refunds will be issued for printed sets only issued by the Architect to each **general contract bidder** on the first two (2) sets issued submitting a bonafide bid, upon return of documents in good and reusable condition within ten (10) days of bid date. Additional sets for General Contractors, and sets for subs and vendors, may be obtained with the same deposit, which will be refunded as above, less cost of printing, reproduction, handling and distribution, which is estimated to be the same as the deposit amount.

SHEPARD PARK BATHHOUSE
GAUTIER, MISSISSIPPI

8. Checks shall be made payable to "GMC, PLLC." Bid documents will be mailed only upon receipt of deposit. No bid documents will be distributed later than 24 hours prior to the scheduled opening of bids. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.
9. For the list of plan holders on this project visit www.gmcnetwork.com and select the project bids tab.
10. The OWNER reserves the right to waive any informality or to reject any and all bids.
11. Each BID must be accompanied by a bid bond, certified check or cashier's check for an amount equal to five percent (5%) of the total base bid.
12. An executed Non-Collusion Affidavit will be required to accompany the bid.
13. The successful Bidder will be required to furnish a 100% Performance Bond, a 100% Labor and Payment Bond, guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the contract.
14. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
15. Each BIDDER must complete and submit with Bid, a current valid Certificate of Responsibility by the Mississippi State Board of Contractors and must show Certificate Number on the face of the sealed proposal envelope. Out-of-the-State bidders must have a similar certificate issued by a similar board of another state which recognizes certificates issued by the Mississippi State Board of Contractors prior to submitting the bid.
16. Bidders must include with their bid; Standard Questionnaire, Financial Statement and other documents as required by Mississippi Law, or under the terms of the Contract Documents.
17. A **PRE-BID MEETING** is scheduled on _____ **2024** at _____ AM in the City Council's Meeting Room, located in the Gautier City Hall, 3330 Highway 90, Gautier, MS. Attendance is strongly encouraged.

CITY OF GAUTIER
Gautier, Mississippi

GMC, PLLC
MEMBERS, AMERICAN INSTITUTE OF ARCHITECTS
11 North Water Street, Suite 15250
Mobile, AL 36602
Phone: (251) 460-4006
Fax: (251) 460-4423

TO ADVERTISE:

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**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 5, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
