

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 19, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City offices will be closed Monday, December 25th and Tuesday, December 26th in observance of the Christmas Holiday.
2. City offices will be closed Monday, January 1st in observance of the New Year Holiday.

IV. Presentation Agenda

1. Certificate recognizing the coaches and players of the Gautier Youth Football team – Superbowl Champions
2. Recognizing the retirement of Debra Holmes, Utility Billing Clerk

V. Business Agenda

1. Approval of a Memorandum of Agreement (MOA) between the City of Gautier and Jackson County for the provision of Recreation Services

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of Supplemental Agreement No. 4 for the Martin Bluff Roadway Improvements project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District, located at 409 Highway 90 (GPC #23-24-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request for a variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure, located at 505 Magnolia Tree Drive (GPC 23-35-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consider a request for a variance to minimum square footage requirements for a dwelling in an AG Agricultural Zoning District, located at Carter Road, (GPC #23-37-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration for a Property Owner initiated Rezoning of Property from R-2 High Density Multi-Family Residential to AG Agricultural, located at C Byrd Road. (GPC #23-36-RZ)

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

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

1. Approval of Minutes from the Regular Council Meeting held December 5, 2023
2. Receive November 2023 Privilege License Reports
3. Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11
4. Approval of an agreement between the City of Gautier and Unfazed Show and Band for the 2024 Mardi Gras Tail Gate Event
5. Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at The Sound Amphitheater

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 January 2, 2024 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
December 19, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. City offices will be closed Monday, December 25th and Tuesday, December 26th in observance of the Christmas Holiday.
2. City offices will be closed Monday, January 1st in observance of the New Year Holiday.

NOTES:

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Mississippi Code Ann. § 3-3-7(1), Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and the Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states; and

WHEREAS, let us be mindful of the words of President Ronald Reagan during the upcoming holiday season: *"Let us pause from our many activities to give thanks to Almighty God for our bountiful harvests and abundant freedoms. Let us call upon Him for continued guidance and assistance in all our endeavors. And let us be mindful of the faith and spiritual values that have made our Nation great and that alone can keep us great."*

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 23, 2023, in observance of THANKSGIVING DAY; on Monday, December 25, 2023, in observance of CHRISTMAS DAY; and on Monday, January 1, 2024, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 24, 2023, in further observance of the Thanksgiving holiday, and on Tuesday, December 26, 2023, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

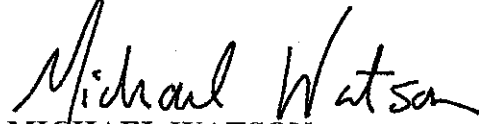
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 8th day of November in the year of our Lord, two thousand and twenty-three, and of the Independence of the United States of America, the two hundred and forty-eighth.



TATE REEVES
GOVERNOR

BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
December 19, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Certificate recognizing the coaches and players of the Gautier Youth Football team -
Superbowl Champions
2. Recognizing the retirement of Debra Holmes, Utility Billing Clerk

NOTES:

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

Council Meeting:
Title:

December 19, 2023
Approval of a Memorandum of Agreement (MOA)
between the City of Gautier and Jackson County for
the provision of Recreation Services

Introduced by:
Contact Person/Telephone

City Manager Paula Yancey 497-8000

Summary Explanation: Approval of a Memorandum of Agreement (MOA) between the City of Gautier and Jackson County for the provision of Recreation Services

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, Jackson County, Mississippi and the City of Gautier desire to work together to operate local government in an efficient and cost-effective manner; and

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

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Agreement (MOA) with Jackson County is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that the Memorandum of Agreement (MOA) between the Jackson County Board of Supervisors and the City of Gautier for the provision of Recreation Services is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2023.

STATE OF MISSISSIPPI
COUNTY OF JACKSON

MEMORANDUM OF AGREEMENT BETWEEN
JACKSON COUNTY, MISSISSIPPI AND THE CITY OF GAUTIER, MISSISSIPPI
FOR PROVISION OF RECREATION SERVICES

WHEREAS, the Board of Supervisors of Jackson County, Mississippi (“County”) and the City of Gautier, Mississippi (“City”) desire to work together to operate local government in an efficient and cost-effective manner; and

WHEREAS, one area where this goal can be achieved is the provision of recreation services and facilities; and

WHEREAS, the County and the City have authority under Section 17-1-3, et seq., Mississippi Code of 1972, to provide playgrounds and public parks for the purpose of promoting health, safety, morals, and general welfare of the community; and

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

WHEREAS, the City of Gautier and Jackson County wish to enter into this agreement to their mutual advantage to provide recreation services and facilities in a manner that will best serve the citizens;

NOW, THEREFORE, in consideration of the above and foregoing premises and the mutual advantages and promises hereinafter contained, this agreement is made and entered into on the date hereinafter stated by and between JACKSON COUNTY, MISSISSIPPI and the CITY OF GAUTIER, MISSISSIPPI; and the parties do contract and agree to the terms and conditions hereinafter set forth:

- a) DURATION. The term of this Agreement is for the period extending from October 1, 2023 through September 30, 2024, and will automatically renew October 1, 2024 and each subsequent October 1st unless either entity notifies the other in writing sixty (60) days prior to October 1st that it wishes to cancel this Agreement. This Agreement is subject to ratification by the new governing authority of either party in the event the term extends beyond any term of office of said governing authorities.
- b) PURPOSE. The purpose of this Agreement is to provide the delivery of recreational services in the most efficient and effective manner within the boundaries of the City.
- c) MANNER OF FINANCING, STAFFING, ETC.
 - i. There will be no separate legal or administrative entity created by this Agreement. The statutory authority vested in the County and City for recreational services are those set out in the preamble of this Agreement.
 - ii. The County agrees to pay the City \$150,000.00 to be used for recreation services and facilities.
 - iii. The City agrees to send a written request for funds annually.
 - iv. The City agrees to provide the following services at the County facilities located within the City limits:

Buddy Davis Ballfields- all regular maintenance for this recreation facility within the corporate limits of the City. Regular maintenance may include, but is not limited to, regular inspection of grounds and buildings; landscaping; grounds maintenance; tree pruning, removal, or planting; litter pick up; garbage removal; restroom sanitation including cleaning, supplying and winterization; painting; pressure washing; ballfield maintenance and repair; minor repairs to electrical, plumbing, carpentry, and fencing. The City will also manage all facility activity and provide police protection, law enforcement, and security. Jackson County will assist with labor and equipment to make repairs to ballfield lighting and pay electric utility bills for the facility.
 - v. The City agrees to provide all operational and management oversight of the facility listed above regarding events, reservations, and rentals.
 - vi. The City agrees to provide all regular maintenance for all City owned recreation facilities within the corporate limits of the City in accordance with the laws of the State of Mississippi. Regular maintenance may include,

but is not limited to, regular inspection of grounds and buildings; landscaping; grounds maintenance; tree pruning, removal, or planting; litter pick up; garbage removal; restroom sanitation including cleaning, supplying and winterization; painting; pressure washing; ballfield maintenance and repair; minor repairs to electrical, plumbing, carpentry, and fencing; routine pier inspections and repairs; and playground maintenance and inspections.

- vii. The City agrees to make the facilities listed above available to all County residents on the same terms as residents of the City.
 - viii. The City agrees to clear and dispose of all debris generated by minor weather events. For the purposes of this Agreement, a minor weather event means the weather impact takes three (3) days or less to correct and may include high wind events, high water events, rain, snow, or flooding.
 - ix. The City agrees to notify the County of any deficiencies that are not considered routine in nature. The City agrees to notify the County of any vandalism or ongoing problems. The City agrees to notify the County of any Capital improvements needed on County property in a manner that they can be properly budgeted for the following fiscal year.
 - x. The City Clerk shall maintain sufficient documentation to substantiate the funds are being expended for recreational purposes contemplated under this Agreement, and in accordance with the statutes of the State of Mississippi. The City shall furnish the Board of Supervisors a detailed account of all expenditures and funds received under this Agreement annually. The board of Supervisors may request other additional information, if needed and for cause shown, regarding the use and expenditure of such recreation funds.
- d) AMENDMENT OR TERMINATION. This Agreement may be amended by either entity upon joint, written agreement of both entities, and the amendment shall be spread upon the minutes of both entities. This Agreement may be terminated as stated in Subparagraph (a) herein above.
- e) ACQUISITION OR DISPOSAL OF PROPERTY. Any real or personal property acquired under and in fulfillment of this Agreement shall be and remain the property of the County and shall be accounted for and disposed of in accordance with the policies of the Board of Supervisors and the Laws of the State of Mississippi.

SO AGREED, on the respective dates provided below.

JACKSON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

By: _____
Kenneth E. Taylor, President

ATTEST:

By: _____
Josh Eldridge, Clerk of the Board

CITY OF GAUTIER, MISSISSIPPI

By: _____
Casey Vaughn, Mayor

ATTEST:

By: _____
Teresa L. Montgomery, City Clerk

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

Council Meeting:
Title:

December 19, 2023
**Approval of Supplemental Agreement No. 4 for
the Martin Bluff Roadway Improvements project**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of Supplemental Agreement No. 4 for the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-801000) to increase the contract value and add an additional sixty-five working days.

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 the City Council approve Supplemental Agreement No. 4 for the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-801000); and

WHEREAS, this project is intended to improve traffic operations and safety on Martin Bluff Road, with the project limits being between Gautier-Vancleave Road and Frontage Road, north of Interstate 10; and

WHEREAS, this Supplemental Agreement serves to increase the contract value by \$1,221,986.10 to account for additional excess excavation, borrow excavation, and associated maintenance of traffic; and

WHEREAS, an additional sixty-five (65) working days have also been added to the contract to coincide with additional quantities; and

WHEREAS, the contract time will be revised from 377 working days to 442 working days; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this Supplemental Agreement 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, Mississippi Transportation Commission recommends approval of Supplemental Agreement No. 4; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Supplemental Agreement No. 4 for the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-801000) to increase the contract value by \$1,221,986.10 and add an additional sixty-five (65) working days is approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: December 19, 2023
Subject: Approval of Supplemental Agreement No. 4 for the Martin Bluff Road Widening and Improvements Project.

REQUEST:

The City Manager requests City Council approve the Supplemental Agreement No. 4 for the Martin Bluff Road Widening and Improvements Project.

BACKGROUND:

This Supplemental Agreement makes changes to the contract to provide for previously unknown conditions in the field. These conditions include the discovery of unsuitable materials on the project site that must be removed and replaced with backfill. The increase in project quantities necessitates a change to the project time, which is also addressed in the Supplemental Agreement.

DISCUSSION:

The total increase to the contract value is \$1,221,986.10 to account for additional excess excavation, borrow excavation, and associated maintenance of traffic. An additional sixty-five (65) working days has also been added to the contract to coincide with additional quantities. The Mississippi Transportation Commission has reviewed and approved the Supplemental Agreement. It has also been executed and agreed to by the Contractor and its surety.

RECOMMENDATION:

The City Manager recommends City Council approve the Supplemental Agreement No. 4 for the Martin Bluff Road Widening and Improvements Project.

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 4

WHEREAS, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, entered into a contract with the City of Gautier, MS, LPA, on the 11th day of June, 2021, for the construction of Federal Aid Project No. STP-919400(001)LPA/105069-801000, Jackson County; and

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

WHEREAS: The project documents, in Subsection 104.02.2, provide for changes in the Contract if latent or unknown physical conditions are encountered,

WHEREAS: the contract includes items for the improvements of the drainage systems within the project limits,

WHEREAS: it was determined during construction that proposed outfalls at the Riverbend Apartments would not allow for construction as planned, necessitating the increase of certain quantities as shown in the attached Quantity Adjustment #2,

WHEREAS: additional contract time for the design of modifications to the proposed outfalls were added as part of Supplemental Agreement #3, however additional time for the installation of these items will be added as part of Supplemental Agreement #4,

WHEREAS: the contract includes items for the expansion of the roadway, including additional lanes, within the project limits,

City of Gautier, MS
 Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 4

WHEREAS: however, it was determined during construction that proposed improvements related to the expansion of the roadway required additional items to allow for certain additional undercutting below the planned crushed stone base, as necessary, and replacing materials that are unsuitable for use as base material. These items include the following:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
203-G001 S/A	Excess Excavation, FM, AH	0.00	28,000.00	28,000.00	CY	\$10.60	\$296,800.00
203-EX012 S/A	Borrow Excavation, AH, FME, Class B3	0.00	14,000.00	14,000.00	CY	\$23.85	\$333,900.00
203-EX014 S/A	Borrow Excavation, AH, FME, Class B5	0.00	14,000.00	14,000.00	CY	\$23.85	\$333,900.00
618-A001 S/A	Maintenance of Traffic	0.00	1	1	LS	\$60,000.00	\$60,000.00
618-A001 S/A	Maintenance of Traffic (Non-Participating)	0.00	1	1	LS	\$11,000.00	\$11,000.00
						TOTAL	\$1,035,600.00

NOW, THEREFORE, it is mutually agreed by all parties the pay items above with the respective unit prices shall be added to the contract,

NOW, THEREFORE, it is mutually agreed by all parties the pay items modified by Quantity Adjustment #2 shall be added to the contract,

NOW, THEREFORE, it is mutually agreed by all parties the total cost of Supplemental Agreement #4 shall be an overall increase to the contract value of \$1,221,986.10.

NOW, THEREFORE, it is mutually agreed by all parties that sixty five (65) additional working days will be added to the contract time of 377 working days, for a total of 442 working days. Owner and Contractor agree that Contractor reserves the right to request additional time to perform the work referenced in this Supplemental Agreement if necessary and justified.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Chuck Starita, District LPA Coordinator, Greg Grondin, MDOT Construction Area Engineer, and Lee Fredrick, MDOT LPA Division.

CSD-720-LPA

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 4

NOW, THEREFORE, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

LPA, Contractor and Surety further agree that the execution of this Supplemental Agreement No. 4 is without prejudice to any other rights, claims and/or defenses with the Parties may possess as of the date of this Supplemental Agreement No. 4.

Dated, this 1 day of Dec, 2023.

Merchants National Bonding, Inc.
Surety

Gulf Breeze Construction, Inc
Contractor

By: Lina D. Lockwood 12/1/2023
Date

Will B. [Signature] 12/1/2023
Date

RECOMMENDED FOR APPROVAL:

[Signature] 12/1/2023
LPA Project Engineer/Architect Date

MDOT District Engineer Date

MDOT State Construction Engineer Date *

MDOT Executive Director Date
for the Mississippi Transportation Commission

Book _____ Page _____

APPROVED:

LPA OFFICIAL Date

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

City of Gautier, MS
 Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 4

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

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

During the construction of the storm drainage improvements, it was identified in the field that two of the existing outfall culverts at Glenn Mark Apartments were in poor condition and were undersized compared to the sizes indicated on the plans. It was determined that another outfall would have to be constructed. The quantities shown in Quantity Adjustment #2 reflect the changes required.

With requirement for the Quantity Adjustment, it was prudent to reconcile those items of work that have been completed.

During construction of the new travel lanes north of the existing roadway, the Contractor encountered material that is not suitable for a road base. After attempts to dry the material and mitigate the effects of the material, it was determined that additional work to undercut the material would be necessary. In addition, borrow material would be required to backfill the undercut. The extents of the undercut are in accordance with the geotechnical report prepared prior to construction.

JUSTIFICATION OF ADDITIONAL TIME:

Using MDOT's average production parameters for urban construction, as referenced in the LPA Project Development Manual, additional time for each additional pay item were calculated as follows:

Pay Item	Description	Increased Quantity	Additional Time
203-G001	Excess Excavation, FM, AH	28,000 CY	19 Working Days
203-EX012	Borrow Excavation, AH, FME, Class B3	14,000 CY	10 Working Days
203-EX014	Borrow Excavation, AH, FME, Class B5	14,000 CY	10 Working Days
403-A005	19-mm, MT, Asphalt Pavement	1,088 TON	3 Working Days
601-B001	Class "B" Structural Concrete	16.54 CY	9 Working Days
603-CA055	36" Reinforced Concrete Pipe	400 LF	4 Working Days
603-CE002	22" x 13" Concrete Arch Pipe	64 LF	1 Working Days
603-CE018	44" x 27" Concrete Arch Pipe	24 LF	1 Working Days
603-CE023	51" x 31" Concrete Arch Pipe	56 LF	2 Working Days
603-CE039	73" x 45" Concrete Arch Pipe	64 LF	2 Working Days
618-A001	Maintenance of Traffic	1 LS	4 Working Days

Working days were based on the production parameters for urban construction. Working days for Class "B" Structural Concrete was based on the production parameters for Small Structures, with one day per structure. Working days for Maintenance of Traffic was based on one day per takedown/setup for a new construction entrance and exit. This time is greater than the amount that would normally be added due to a percentage change to the contract. Owner and Contractor agree that Contractor reserves the right to request additional time to perform the work referenced in this Supplemental Agreement if necessary and justified.



Project Professional

LPA Official

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 4

SUPPLEMENTAL SHEET

JUSTIFICATION OF UNIT PRICES SUBMITTED:

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

DETAIL ANALYSIS OF UNIT PRICES:

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

Borrow (Class B-3 or B-5): \$23.85/cy

Material: \$4.50/cy

Labor: \$3.00/cy

Equipment: \$11.58/cy

Profit and Overhead: \$4.77/cy

Excess Excavation: \$10.60/cy

Dump fee: \$1.00/cy

Labor: \$1.50/cy

Equipment: \$5.98/cy

Profit and Overhead: \$2.12/cy

Maintenance of Traffic

Maintenance of Traffic has been increased in accordance with the additional time added to the contract.

Original Contract Time: 276 Working Days

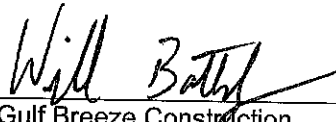
Additional Time: 166 Working Days

Increase: $166 / 276 = 0.60$

Original Maintenance of Traffic Cost: \$100,000.00

Revised Cost: $\$100,000.00 * 0.60 = \$160,000.00$

*Additional Costs for Maintenance of Traffic associated with this SA will be non-participating.


Gulf Breeze Construction 12/1/2023

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

QUANTITY ADJUSTMENT

1. **QUANTITY ADJUSTMENT NO.** 2
2. **DATE:** 11/30/23
3. **PROJECT NO.** STP-9194-00(001)/105069-801000
4. **LPA:** CITY OF GAUTIER
5. **COUNTY:** Jackson
6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
203-G001 S/A	Excess Excavation, FM, AH	0.00	28,000.00	28,000.00	CY	\$10.60	\$296,800.00
203-EX012 S/A	Borrow Excavation, AH, FME, Class B3	0.00	14,000.00	14,000.00	CY	\$23.85	\$333,900.00
203-EX014 S/A	Borrow Excavation, AH, FME, Class B5	0.00	14,000.00	14,000.00	CY	\$23.85	\$333,900.00
403-A005	19-mm, MT, Asphalt Pavement	6,512.00	7,600.00	1,088.00	TON	\$96.75	\$105,264.00
601-B001	Class "B" Structural Concrete, Minor Structures	254.00	270.54	16.54	CY	\$1,100.00	\$18,189.60
603-CA055	36" Reinforced Concrete Pipe, Class III	168.00	568.00	400.00	LF	\$91.00	\$36,400.00
603-CE002	22" x 13" Concrete Arch Pipe, Class A III	352.00	416.00	64.00	LF	\$55.00	\$3,520.00
603-CE018	44" x 27" Concrete Arch Pipe, Class A III	1,144.00	1,168.00	24.00	LF	\$115.00	\$2,760.00
603-CE023	51" x 31" Concrete Arch Pipe, Class A III	384.00	440.00	56.00	LF	\$124.00	\$6,944.00
603-CE039	73" x 45" Concrete Arch Pipe, Class A III	88.00	152.00	64.00	LF	\$180.00	\$11,520.00
604-B001	Gratings	8,026.00	8,537.00	511.00	LBS	\$3.50	\$1,788.50
618-A001 S/A	Maintenance of Traffic	0.00	1.00	1.00	LS	\$60,000.00	\$60,000.00
618-A001 S/A	Maintenance of Traffic (Non-Participating)	0.00	1.00	1.00	LS	\$11,000.00	\$11,000.00
TOTAL							\$1,221,986.10

Contract Total Prior to QA#2 \$7,485,008.80
Revised Contract Total \$8,706,994.90

Mississippi Department of Transportation
Construction Division:

COST ESTIMATE:

Project Number: STP-9194-00(001)LPA/105069-801000

Supplemental Agreement Number: 4

Date: 11-16-23

Pay Item Number: Pay Item Description: Quantity: Unit: Average Unit Price: Plus 20% Total:

203-G001 S/A	Excess Excavation, FM, AH	28,000	CY	\$	19.61	\$	23.53	\$	658,896.00
203-EX012 S/A	Borrow Excavation, AH, FME, Class B3	14,000	CY	\$	22.73	\$	27.28	\$	381,864.00
203-EX014 S/A	Borrow Excavation, AH, FME, Class B5	14,000	CY	\$	22.73	\$	27.28	\$	381,864.00
618-A001 S/A	Maintenance of Traffic	1	LS	\$	183,790.23	\$	220,548.28	\$	220,548.28
				\$	-	\$	-	\$	-
				\$	-	\$	-	\$	-
				\$	-	\$	-	\$	-
				\$	-	\$	-	\$	-
							TOTAL	\$	1,643,172.28

From 1/1/2023 to 7/31/2023									
Item	Description	Unit	Min Quantity	Min Price	Max Quantity	Max Price	Avg Quantity	Avg Price	
12/2023									
203-EX018	Borrow Excavation, AH, FME, Class B7-6	Cubic Yard	1850	\$24.00	14600	\$89.30	12475	\$36.76	
203-EX020	Borrow Excavation, AH, FME, Class B9	Cubic Yard	815	\$8.00	22149	\$48.80	7431.55	\$25.75	
203-EX021	Borrow Excavation, AH, FME, Class B9-6	Cubic Yard	187	\$8.25	42289	\$108.00	18908	\$34.80	
203-EX040	Borrow Excavation, AH, LVM, Class B9	Cubic Yard	4054	\$13.00	26493	\$34.88	15273.5	\$22.73	
203-EX041	Borrow Excavation, AH, LVM, Class B9-6	Cubic Yard	500	\$13.94	500	\$30.00	500	\$24.74	
203-F001	Channel Excavation, FM	Cubic Yard	371	\$8.00	3556	\$21.80	1503.73	\$13.70	
203-F002	Channel Excavation, LVM	Cubic Yard	300	\$1.00	300	\$25.00	300	\$14.20	
203-G001	Excess Excavation, FM, AH	Cubic Yard	6	\$1.00	13312	\$100.00	4411.9	\$19.61	
203-G002	Excess Excavation, LVM, AH	Cubic Yard	4	\$1.10	61877	\$100.00	7494.04	\$21.24	
618-A001	Maintenance of Traffic	Lump Sum	1	\$1,000.00	1	\$3,400,000.00	1	\$183,790.23	

MISSISSIPPI DOT PRODUCTION PARAMETERS

CATEGORY	UNITS	RURAL	URBAN
Mobilization	WD	3-5	3-5
Clearing and Grubbing	WD	5-15	5-10
Small Structures	WD	5-10	5-10
Unclassified & Borrow Excavation			
Truck	CY/WD	3000-5000	1500-3000
Scraper	CY/WD	10,000-12,000	
Chemical Treatments -All Types	SY/WD	10,000-12,000 plus a min. 7-day cure period	6000-8000 plus a min. 7-day cure period
In-Grade Preparation	SY/WD	10,000	
Granular Material			
Reconstruction/Bridge Replacement	CY/WD	1000-2000	500-1000
	T/WD	1500-3000	750-1500
All Other Project Types	CY/WD	3000-4000	1500-3000
	T/WD	4000-5600	2500-4000
Shoulders	CY/WD	1000-1500	500-1000
	T/WD	1000-2200	600-1100
Pipe Culverts			
36" and less	LF/WD	125-225	100-175
42" and greater	LF/WD	75-175	50-125
Asphalt Paving			
Reconstruction/Bridge Replacement	T/WD	400-800	300-700
Full Depth	T/WD	800-1200	600-1000
Overlay	T/WD	800-1000	500-800
Trench Widening	MI/WD	1mi. (each side of roadway)	
Crushed Stone Drainage Layer	LF/WD	2000-2500	1500-2000
	SY/WD	2600-3400	2000-2600
Asphalt Drainage Layer	SY/WD	3500-4000	3000-3500
Concrete Paving			
Roadway (24' -28')	SY/WD	7000-10,000 plus cure	3500-7000 plus cure
Shoulders (4'- 10')	SY/WD	4000-6000 plus cure	2000-4000 plus cure
Punchouts	SY/WD	70-100 plus cure	40-70 plus cure
Traffic Stripe		10 Cal. Days for Waiting	

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:

December 19, 2023

Title:

Consider a request for a variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District, located at 409 Highway 90 (GPC #23-24-VAR)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District, located at 409 Highway 90 (GPC #23-24-VAR)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 Planning Department received a request from the Bobbi Nicole Seal (dba Riverside Auto sales), located at 409 Highway 90, (PID #s 87010073.000 & #87010074.050) for a variance to square footage of an accessory structure in a C-3 Highway Commercial Zoning District; and

WHEREAS, the property owner requests a variance to the square footage for an accessory building in a C-3 Highway Commercial Zoning District; and

WHEREAS, the applicant would like to construct forty-eight (4800) square foot accessory structure. The main building is eighteen hundred (1800) square feet. The Unified Development Ordinance states that an accessory structure shall be subordinate in area, extent, and purpose to a principal use. A three thousand (3000) square foot variance is necessary to the size of the accessory structure; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

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

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

Motion was made by **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 19, 2023.

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/13/2023
Subject: Consider a request for a Variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District. 409 Highway 90, (GPC #23-34-VAR)

REQUEST:

The Planning Department has received a request from Bobbi Nicole Seal dba Riverside Auto Sales for a variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District. 409 Highway 90, PID #87010073.000 & #87010074.050 (GPC #23-34-VAR). The application fee of \$175 was paid on October 17, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a forty-eight hundred (4800) square foot accessory structure. Her main building is eighteen hundred (1800) square feet. The Unified Development Ordinance (UDO) states that an accessory structure shall be subordinate in area, extent, and purpose to a principal use. She will need a three thousand (3000) square foot variance to the size of the accessory structure.

DISCUSSION:

The applicant is requesting a three thousand (3000) square foot variance to the size of an accessory structure. She would like to build a forty-eight hundred (4800) square foot accessory structure. Her main building is eighteen hundred (1800) square feet. Section 6.2 (C) of the Unified Development Ordinance (UDO) states that accessory uses and buildings "shall be subordinate in area, extent, and purpose to such principal use." There currently are several existing accessory structures on the property. The applicant plans to remove four of the existing structures, some of which are in poor condition. The square footage of the proposed accessory structure is similar to the structures to be removed.

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DETERMINATION OF APPLICABLE LAW:

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The Unified Development Ordinance (UDO) defines **Variances** as:

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

The UDO defines **Hardship** as:

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

- (1) the land in question cannot yield a reasonable return if used only
- (a) for a purpose allowed in that zone (applicable to special exceptions), or
- (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

1. 30% of required off-street parking spaces and/or
2. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the variance as presented with the stipulation that the buildings are removed within ninety (90) days after the construction of the new building.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 12.7.23 (#23-34-VAR)
2. Complete Packet 23-34-VAR

Excerpt from December 7, 2023, Planning Commission Meeting:

The Planning Department has received a request for a Variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District at 409 Highway 90, (GPC #23-34-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from Bobbi Nicole Seal dba Riverside Auto Sales for a variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District. 409 Highway 90, PID #87010073.000 & #87010074.050 (GPC #23-34-VAR). The application fee of \$175 was paid on October 17, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a forty-eight hundred (4800) square foot accessory structure. Her main building is eighteen hundred (1800) square feet. The Unified Development Ordinance (UDO) states that an accessory structure shall be subordinate in area, extent, and purpose to a principal use. She will need a three thousand (3000) square foot variance to the size of the accessory structure.

DISCUSSION:

The applicant is requesting a three thousand (3000) square foot variance to the size of an accessory structure. She would like to build a forty-eight hundred (4800) square foot accessory structure. Her main building is eighteen hundred (1800) square feet. Section 6.2 (C) of the Unified Development Ordinance (UDO) states that accessory uses and buildings “shall be subordinate in area, extent, and purpose to such principal use.” There currently are several existing accessory structures on the property. The applicant plans to remove four of the existing structures, some of which are in poor condition. The square footage of the proposed accessory structure is similar to the structures to be removed.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his case.

Josh Seal, representing the applicant Riverside Auto Sales, said they would like to build a new accessory building that would be larger than the business office or main structure. They currently have numerous existing accessory buildings which are old, and a few are kind of dilapidated. They would like to remove four of those structures and put one nice structure on the property in their place. The other two accessory structures would be moved next to the new building. The new building would be metal with a stucco façade.

Commissioner Davis asked what the new building would be used for.

Mr. Seal said it would be used for the same thing they do on the property already. They would be reconditioning, and inspecting the vehicles by checking the oil, fluids, lights, etc.

Commissioner Davis asked if it would be an automotive shop of sorts.

Mr. Seal stated that it would be to an extent, but only for their business use to prepare their cars for sale. There would be some minor work done there but some things would have to be sent to an outside shop. It would not be for the public.

Commissioner Ward asked Mr. Ankerson if any of the buildings the applicant wanted to move were included in the discussion of the square footage for this variance.

Mr. Ankerson stated that the square footage of the existing buildings was not included. The Ordinance requires that accessory structures in this district must be subordinate in size. The main building or office building is 1800 square feet. One square foot above that would not be subordinate.

Commissioner Ward asked if the two buildings they want to keep should be included in the variance square footage.

Mr. Ankerson advised that the total square footage for the variance would not include the two accessory buildings that would remain. He explained that when asking for a variance for square footage of an accessory structure in a residential district a total square footage is given that it must not exceed, but in this district/case the UDO states that an accessory building should be subordinate to the principal use.

Commissioner Davis noted that new car dealerships are allowed vehicle repair and body shops that are much bigger than their office building. Even though this is a used car business he said he sees it as much the same as other dealerships only it is disconnected. Given the situation of the applicant's property he can see where it needs to be disconnected.

Mr. Ankerson said he and the applicant had discussed that if the proposed building was connected to the main structure, even by a covered walkway, they would not need a variance. The Ordinance allows for a maintenance shop situation for a new car dealership, but it doesn't for a used.

Commissioner Jamison asked how tall the structure would be.

Mr. Seal said it was about 17 feet in the front and about 14 feet in the back.

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

ACTION TAKEN:

Commissioner McManus made a motion to recommend that the City Council approve the variance as presented with the stipulation that the buildings are removed within ninety (90) days after the construction of the new building.

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

AYES: William Davis
Kay C. Jamison
Joshua Ward
DeAnna McManus
Ricky Decoteau
Marcus Hudson

ABSENT: Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 7, 2023

GPC #23-34-VAR

409 Highway 90

VII. NEW BUSINESS

1. Consider a request for a Variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District. 409 Highway 90, (GPC #23-34-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 27, 2023

Subject: Consider a request for a Variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District. 409 Highway 90, (GPC #23-34-VAR)

REQUEST:

The Planning Department has received a request from Bobbi Nicole Seal dba Riverside Auto Sales for a variance to the square footage of an accessory structure in a C-3 Highway Commercial Zoning District. 409 Highway 90, PID #87010073.000 & #87010074.050 (GPC #23-34-VAR). The application fee of \$175 was paid on October 17, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a forty-eight hundred (4800) square foot accessory structure. Her main building is eighteen hundred (1800) square feet. The Unified Development Ordinance (UDO) states that an accessory structure shall be subordinate in area, extent, and purpose to a principal use. She will need a three thousand (3000) square foot variance to the size of the accessory structure.

DISCUSSION:

The applicant is requesting a three thousand (3000) square foot variance to the size of an accessory structure. She would like to build a forty-eight hundred (4800) square foot accessory structure. Her main building is eighteen hundred (1800) square feet. Section 6.2 (C) of the Unified Development Ordinance (UDO) states that accessory uses and buildings "shall be subordinate in area, extent, and purpose to such principal use." There currently are several existing accessory structures on the property. The applicant plans to remove four of the existing structures, some of which are in poor condition. The square footage of the proposed accessory structure is similar to the structures to be removed.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-34-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Variance _____

\$176.00

*Includes \$1.00 filing fee per MS Code §25-60-5

Name of Applicant: Bobbi Nicole SealName of Business: Riverside Auto Sales Phone: 228-497-9574Property Address: 409 Hwy 90 Gautier Mailing Address (if Different): _____E-Mail Address: nickisealriverside@gmail.com - Please email Josh Seal @ joshsealriverside@gmail.com w/ questions.Reason for request, location and intended use of Property: Construct an accessory building @ 409 Hwy 90 larger than main bldg.

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: [Signature]Date of Application: 10/17/23

FOR OFFICE USE ONLY

Date Received 10/17/23 Verify as Complete BLFee Amount Received 176.00 Initials of Employee Receiving Application BL

I, Bobbi Nicole Seal, the fee simple owner of the following described property (give legal description):

409 Hwy 90 Gautier MS 39553

hereby petition to the City of Gautier to Grant a Variance of Riverside Auto Sales in Gautier MS

and affirm that Josh Seal 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.

[Signature]
(Owner's Signature)

The foregoing instrument was acknowledged before me this 17 day of October, 2023 by Bobbi Nicole Seal, who is personally known to me or has produced MS DL as identification and who did take an oath.

April M. Reynolds
(Printed Name of Notary Public)

[Signature]
(Signature of Notary Public)

Commission # 093032 My commission expires Sept 29, 2025
(Notary's Seal)



VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?
2. Are these special conditions and circumstances a result of your actions? Explain.
3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.
4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

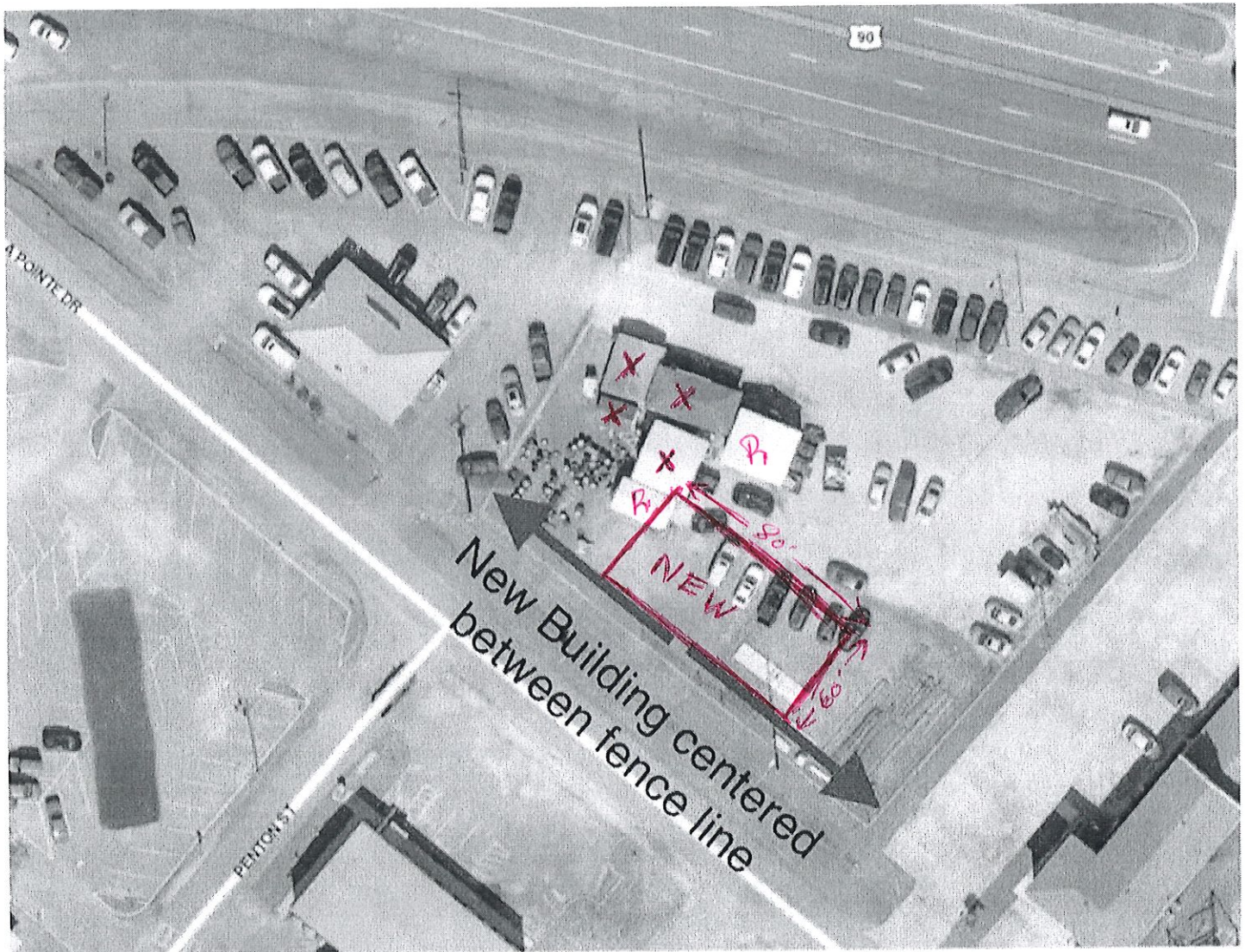
VARIANCE
CRITERIA FOR APPROVAL
"ANSWERS"

- 1) We're requesting a variance to construct a "Accessory" building larger than the "main" building.
- 2) Yes, We are looking to improve the property as well as make it more aesthetically pleasing.
- 3) It will prohibit us from improving the property and potential future development as well as deter future real estate investment.
- 4) Yes, it will allow for an Accessory Building larger than the main building at the current time.

NARRATIVE FOR RIVERSIDE AUTO SALES:

We are looking to remove 4 existing structures, some which are in poor condition and replace them with one nice/new building, square footage of the new building is similar to the existing 4 buildings currently on the property. This will clean up the property as well as open doors in the future.

For instance, should we retire, the property could be divided and it would have a free standing building on each property. It would make the real estate more appealing to future investors vs attaching the accessory building to the main building.



X = Buildings to be removed
R = Relocate to south side of property adjacent to new building

87010073.000 SEAL BOBBI N

PIDN: 87010073.000

GISP: 863.05-01-0033.00M

Owner Information

Percent of Ownership: 100

Name: SEAL BOBBI N

Name 2:

Mailing Address: 409 HWY 90
GAUTIER MS
39553

Site Address: 409 HWY 90 GAUTIER

Land Information

Section: 5 Acreage: 0.96

Township: 8

Range: 6

Street Name HWY 90

Value and Tax Information

Total Assessed Value: 31526

Total Appraised Value: 210170

Improvement Value: 68490

Land Value: 141680

Tax Amount: 4533

SQ FT: 1280

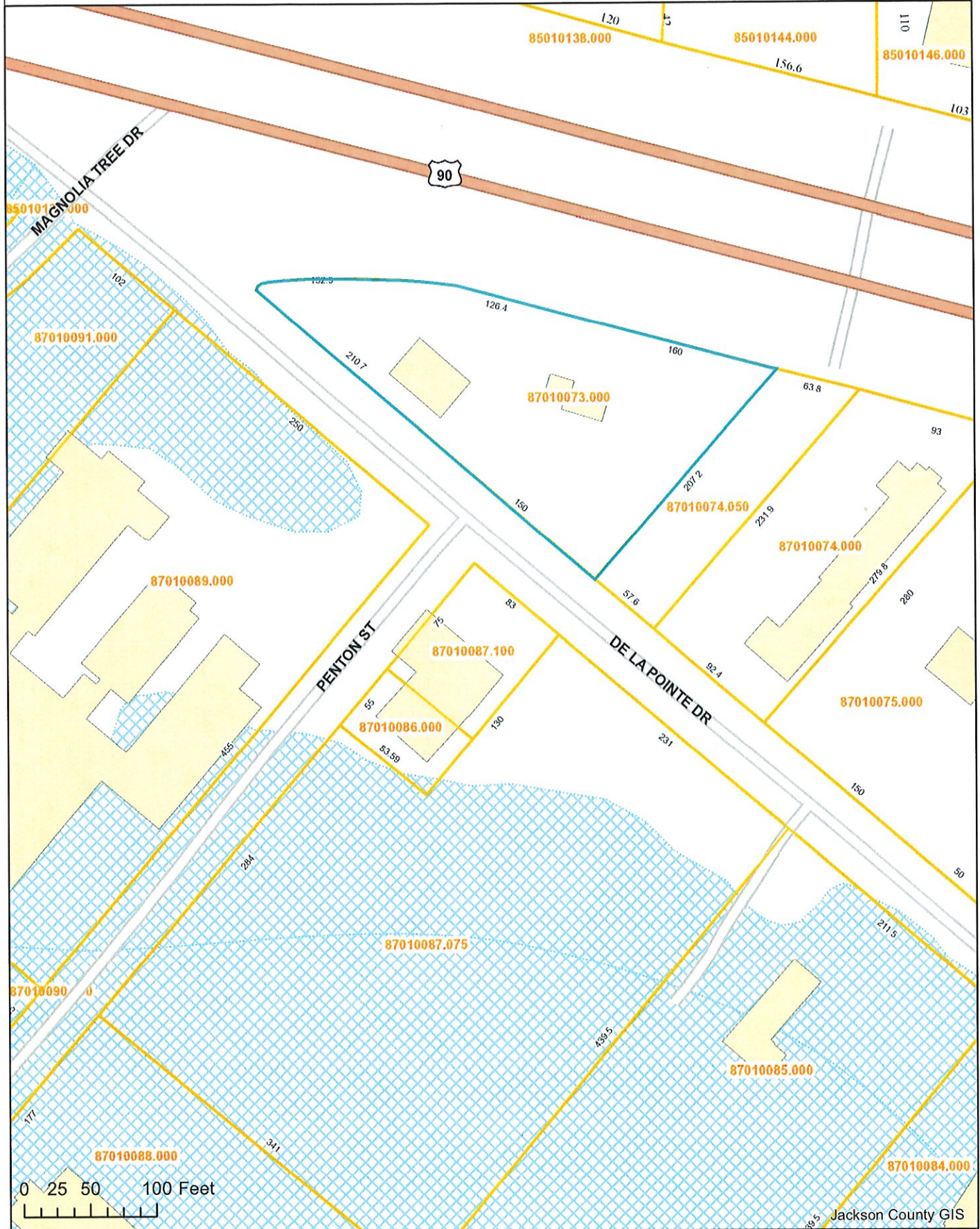
Year Built: 2002

Legal Description

Description: LOTS 2&3 S OF HWY BLK H RIVER OA
KS S/D DB 1733-74 DB 1843-561 (3
3M MAP863.05-01)

Deed Book / Page: 1843 / 561

87010073.000 SEAL BOBBI N



Jackson County GIS

87010074.050 SEAL BOBBI N

PIDN: 87010074.050

GISP: 863.05-01-0031.00

Owner Information

Percent of Ownership: 100

Name: SEAL BOBBI N

Name 2:

Mailing Address: 409 HWY 90
GAUTIER MS
39553

Site Address: HWY 90 GAUTIER

Land Information

Section: 5 Acreage: 0.3

Township: 8

Range: 6

Street Name HWY 90

Value and Tax Information

Total Assessed Value: 5783

Total Appraised Value: 38550

Improvement Value: 0

Land Value: 38550

Tax Amount: 831

SQ FT: 0

Year Built: 0

Legal Description

Description: COM SE COR LOT 4 BLK H RIVER OAK
S S/D N 49' W 110' TO POB CONTI
N 49 DEG W 57.6' N 40 DEG E 204.
31' M/L S 75 DEG E 63.82' S 40 D
EG W 231.93' M/L TO POB BEING PT
LOT 4 BLK H RIVER OAKS S/D DB 1
733-74 DB 1843-561 (31 MAP863.05
-01)

Deed Book / Page: 1843 / 561

87010074.050 SEAL BOBBI N

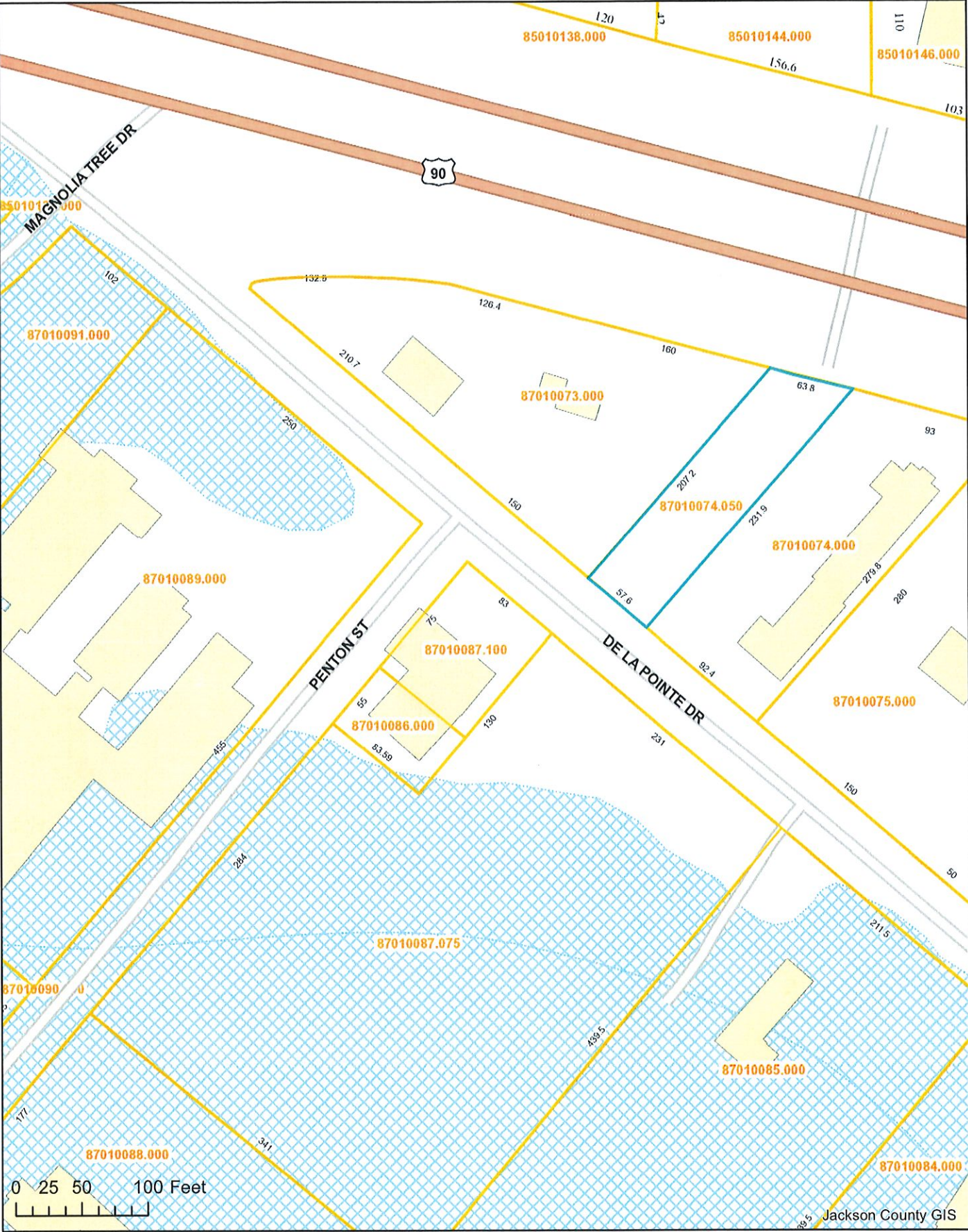


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

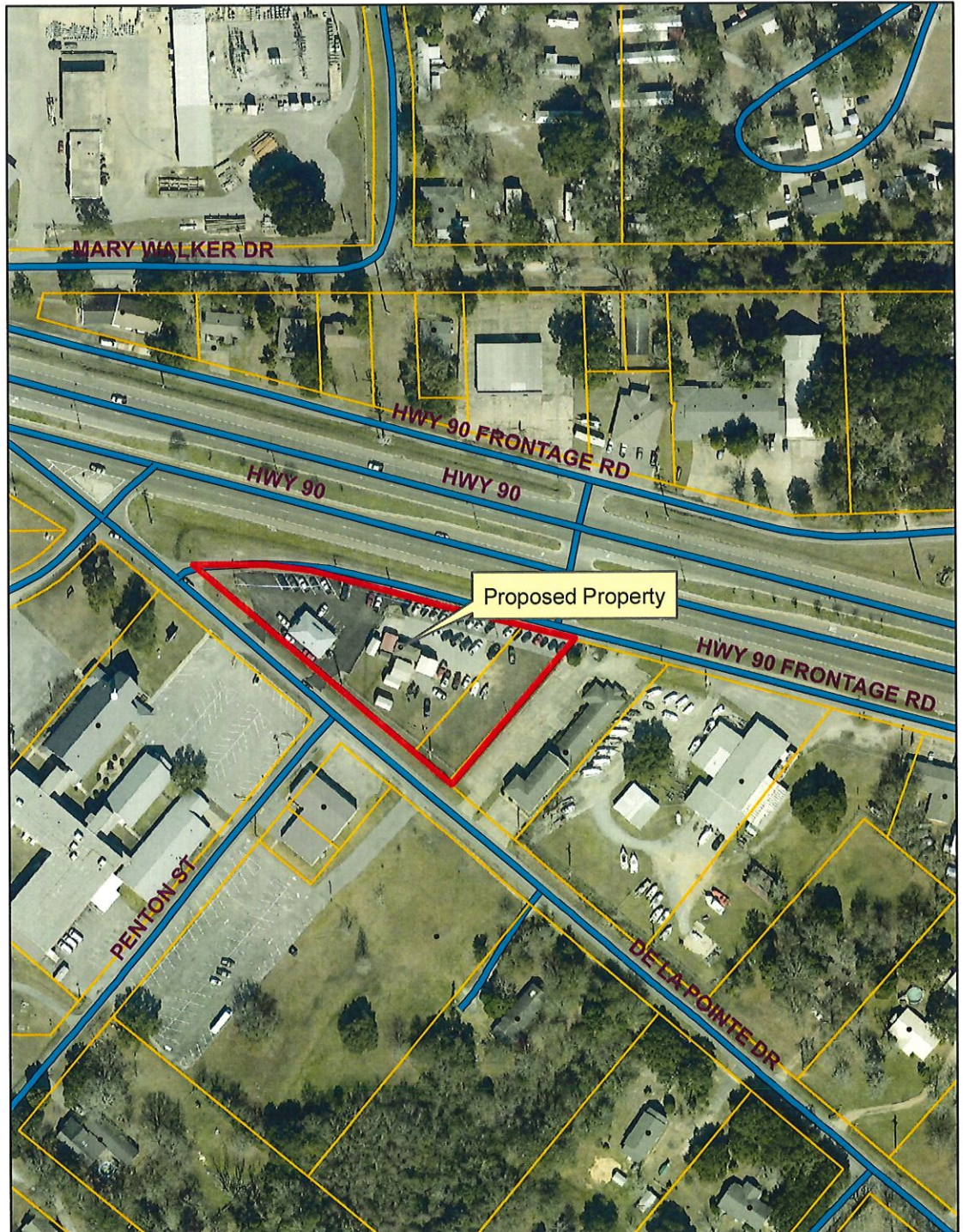


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

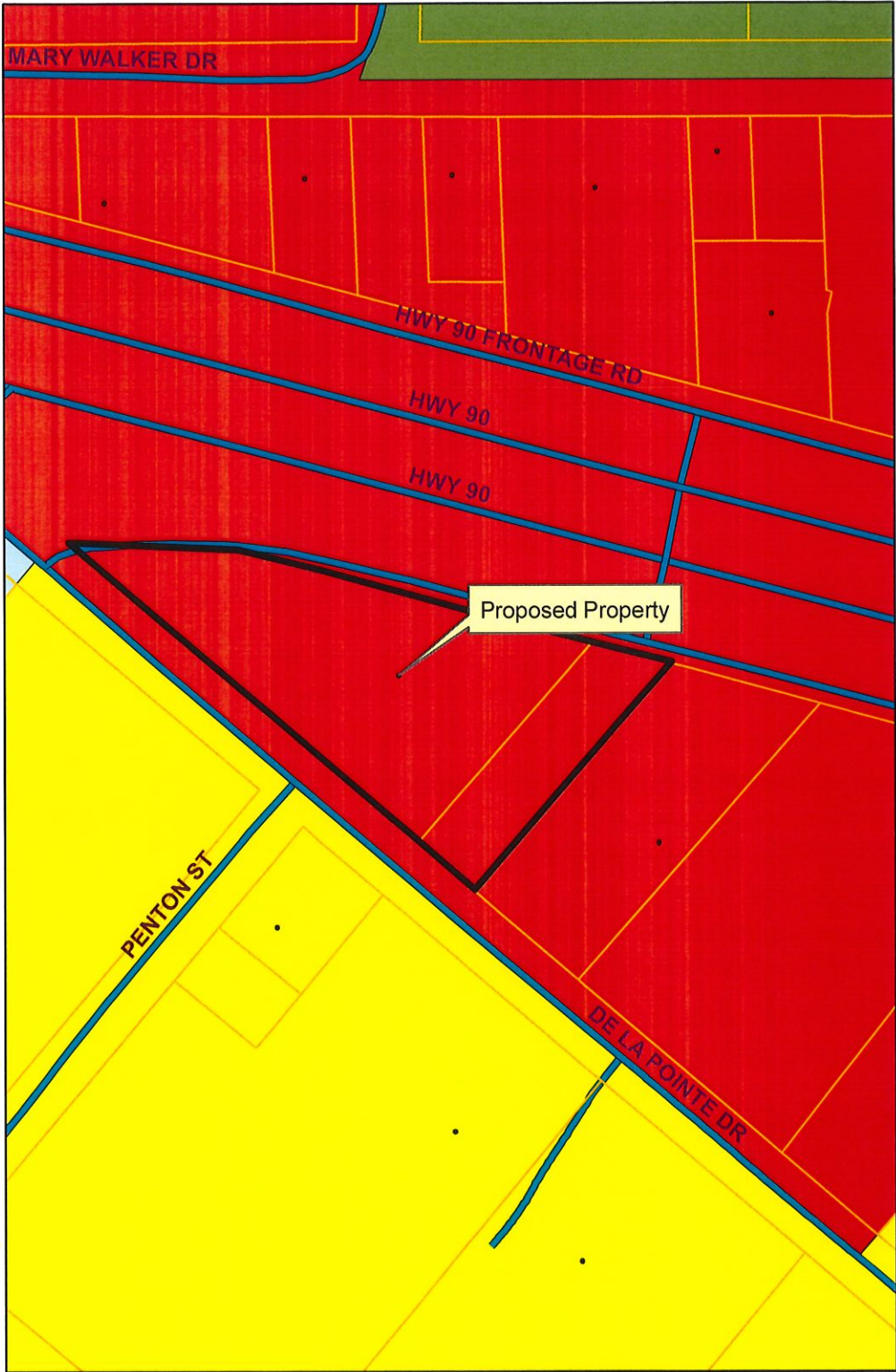


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

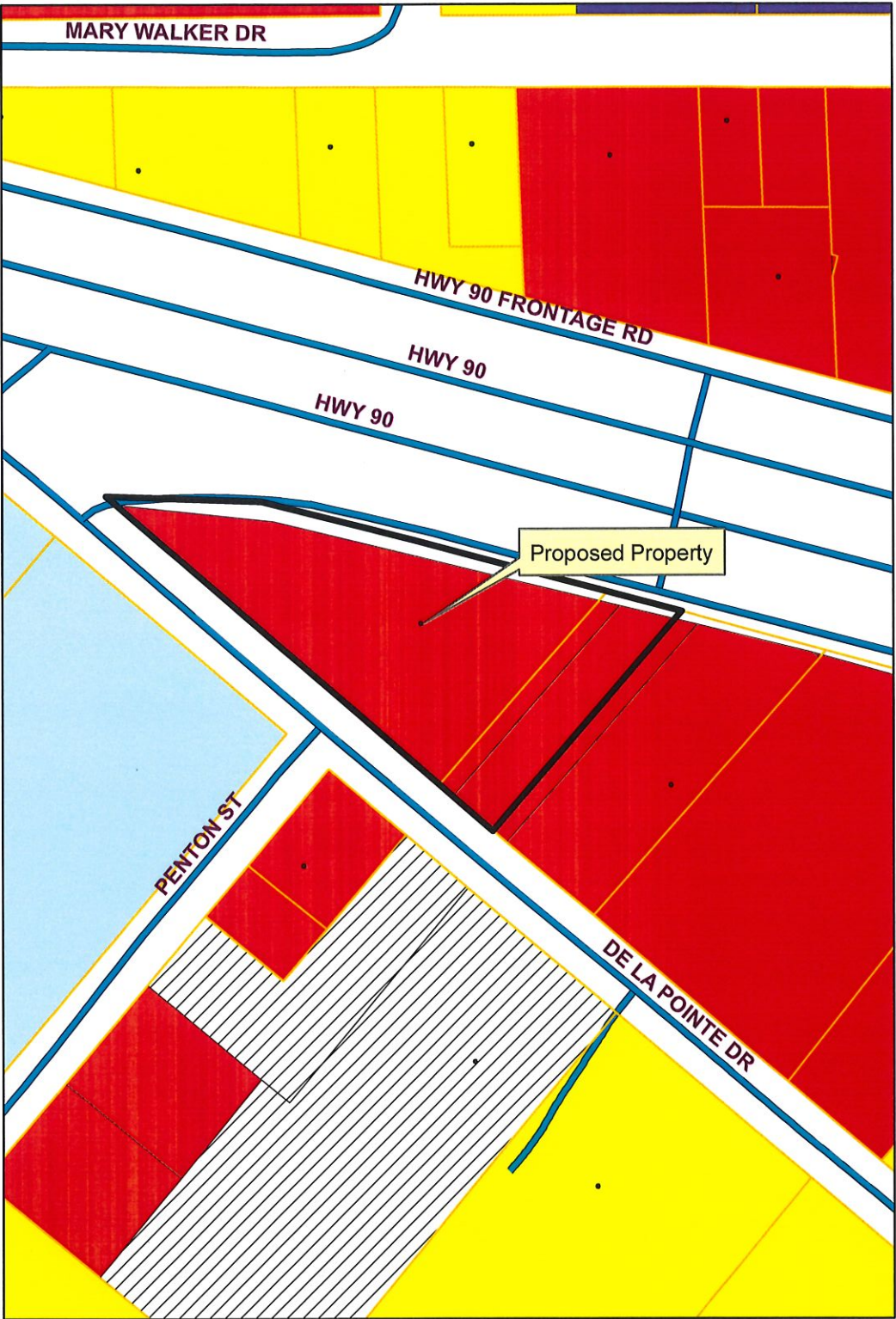


Exhibit D

Future Land-Use

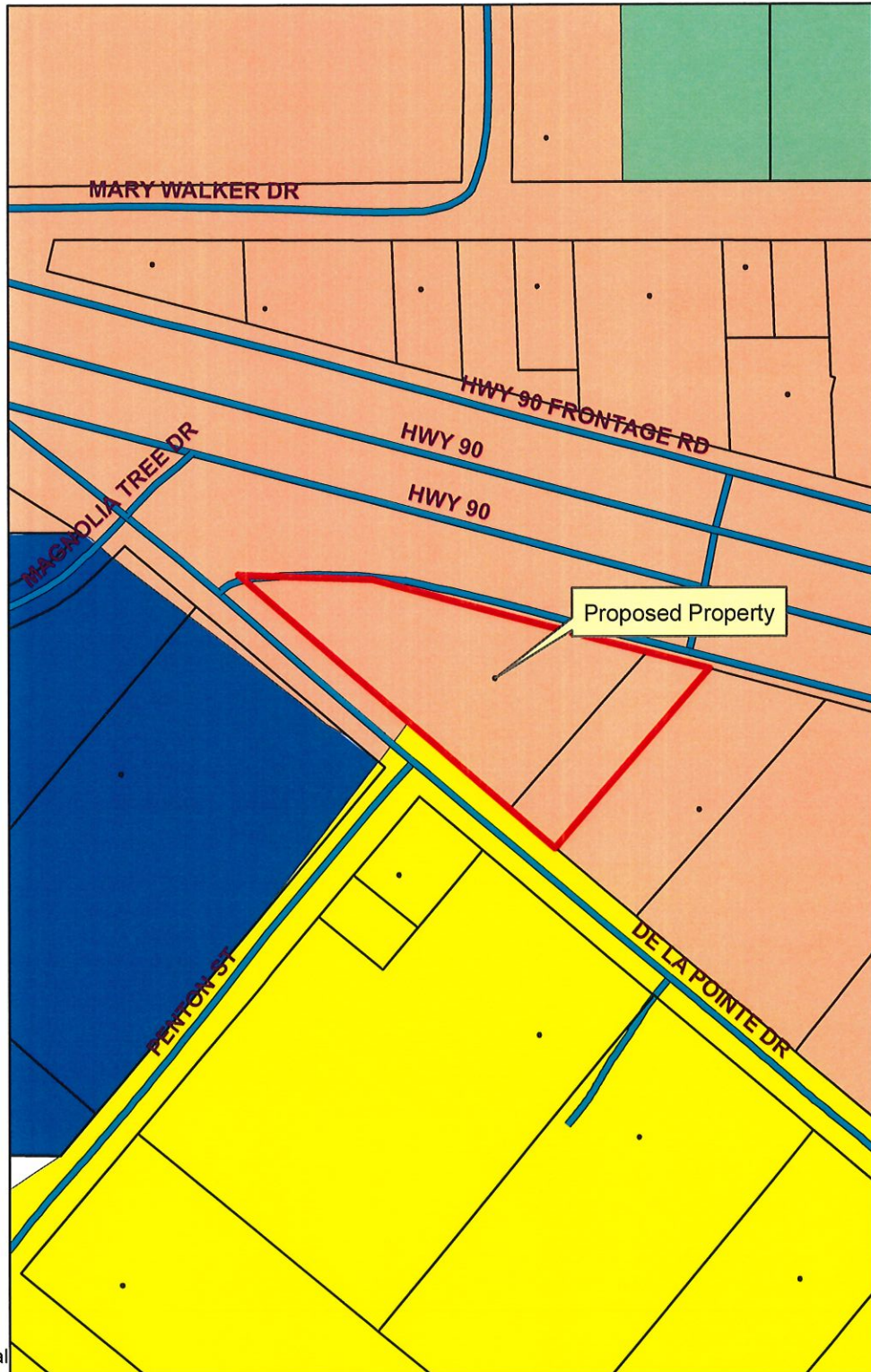
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting: December 19, 2023
Title: Consider a request for a variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure, located at 505 Magnolia Tree Drive (GPC 23-35-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider request for a variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure, located at 505 Magnolia Tree Drive (GPC 23-35-VAR)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 Planning Department received a request from the Pascagoula-Gautier School District for a variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic structure at 505 Magnolia Tree Drive, Gautier Elementary School, (PID #87010091.000) (GPC #23-35-VAR); and

WHEREAS, the applicant would like to renovate the kitchen at Gautier Elementary, which is the oldest existing building on campus, and which is a Mississippi Landmark Historic Structure; and

WHEREAS, because the structure is designated as a Mississippi Landmark, it cannot be modified or elevated out of the floodplain; and

WHEREAS, as such, the applicant requires a variance from the City of Gautier's Flood Damage Prevention Ordinance in order to make the necessary renovations; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same; and

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all necessary criteria (have or have not) been met in this case.

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

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

Motion was made by **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 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/13/2023
Subject: Consider a request for a Variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure. 505 Magnolia Tree Drive, (GPC #23-35-VAR)

REQUEST:

The Planning Department has received a request from the Pascagoula-Gautier School District for a variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure at 505 Magnolia Tree Drive, Gautier Elementary School, PID #87010091.000 (GPC #23-35-VAR). The application fee of \$175 was paid on October 18, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to renovate the kitchen at Gautier Elementary School. The Kitchen and Dining Room are in the oldest existing building on the campus which is a Mississippi Landmark historic structure. Because the existing structure is designated as a Mississippi Landmark, it cannot be modified or elevated out of the floodplain. The applicant will need a variance to the City of Gautier's Flood Damage Prevention Ordinance in order to make the renovations required to further modernize and improve the kitchen facilities so the site can continue to effectively function and serve as an educational facility.

DISCUSSION:

The applicant is requesting a variance to the City of Gautier's Flood Damage Prevention Ordinance so renovations can be made to Gautier Elementary School, which is a Mississippi Landmark Historic Structure and cannot be modified or elevated out of the floodplain. The applicant wants to modernize and improve the kitchen facilities so they can continue to effectively function as an educational facility.

DETERMINATION OF APPLICABLE LAW:

FLOOD DAMAGE PREVENTION ORDINANCE: ARTICLE 6.

SECTION C. VARIANCE PROCEDURES.

In passing upon such applications, the board shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

1. Upon consideration of factors listed below, and the purpose of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
2. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
3. Variances shall not be granted for multiple lots, phases of subdivisions, or entire subdivisions;
4. The danger that materials may be swept onto other lands to the injury of others;
5. The danger of life and property due to flooding or erosion damage;
6. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the City of Gautier;
7. The importance of the services provided by the proposed facility to the City of Gautier;
8. The necessity of the facility to be at a waterfront location, where applicable;
9. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
10. The compatibility of the proposed use with existing and anticipated development;
11. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

12. The safety of access to the property in times of flood for ordinary and emergency vehicles;
13. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
14. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION D. CONDITIONS FOR VARIANCES.

1. Variances shall only be issued when there is:

1. A showing of good and sufficient cause;

2. A determination that failure to grant the variance would result in exceptional hardship, and;

c.) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

1. The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.(See Article 6, Section F.)

1. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

1. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section E.)

1. Upon consideration of the factors listed above and the purposes of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

1. Variances shall not be issued “after the fact.”

SECTION E. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a City of Gautier official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
1. List the specific variance granted with the minimum requirement that was changed with the approved variance. List the article, section and subsection for which the variance was issued to.
1. Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the variance as presented due to the unique characteristics presented.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny the variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 12.7.23 (#23-35-VAR)
2. Complete Packet 23-35-VAR

Excerpt from December 7, 2023, Planning Commission Meeting:

The Planning Department has received a request for a Variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure at 505 Magnolia Tree Drive. (GPC #23-35-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated that this case was different than what the Commission was used to hearing and that in the eight years he has been here there hasn't been a variance issued to the City's Flood Damage Prevention Ordinance (FDPO) requirements. He advised that he has had extensive training through FEMA and MEMA and that he is State Certified in Floodplain Management. There are very limited circumstances where it is okay to give a variance to flood zone properties because it causes a higher risk for damage to life and property when you start varying from your protection Ordinance. He spoke with a representative from MEMA concerning the fact that this is a Mississippi landmark which makes it very different than someone who just doesn't want to follow regulations. After talking to the MEMA representative, he decided to bring it before the Commission for consideration. The criteria for building below the Base Flood Elevation (BFE) is that you cannot improve the structure more than 50% of its market value and the applicant is asking to exceed that 50% by quite a lot.

Chairman Jamison asked if the greater than 50% is just the one building the cafeteria is in or does it include all the other buildings.

Mr. Ankerson said that it was structure by structure, where each building would have its own appraisal and it would be based on the appraisal of that structure. In approving this, the Commission would be approving a variance to the Flood Damage Prevention Ordinance that allows the applicant to improve the structure that is below Base Flood Elevation above the 50% limitation.

Chairman Jamison asked how the variance would affect the school district's insurance.

Mr. Ankerson said that he didn't know about the school district's insurance but as far as the city is concerned it is our Community Rating System (CRS) score that affects the insurance premiums for the property owners in the City of Gautier. The city currently has a CRS score of 8. If the city maintains that score, the property owners within Gautier will get points for a discount on their premiums. FEMA uses the CRS to audit cities to make sure they are enforcing their ordinances and extra standards. One of their incentives is to give citizens savings if a city adopts standards that are above the Code of Federal Regulations Standards. Gautier currently has some standards that are above those regulations.

Chairman Jamison asked if the CRS was okay with the city approving a variance because it is a historical site.

Mr. Ankerson said that CRS does not have anything to do with this. They would just look to see if we are following our Ordinance. So, if the Commission and Council approves the

variance then CRS would only look at whether the ordinance criteria were followed.

Commissioner Decoteau asked if a historical site was allowed to be modified would they allow it to be raised.

Mr. Ankerson told him that would be between the school district and the Mississippi Department of Archives and History (MDAH).

Commissioner Davis asked what they were trying to protect with the 50% rule.

Mr. Ankerson said paying out for damage due to flooding, especially repetitive loss properties below base flood elevation, and protection of life and property.

Commissioner McManus asked if Mr. Ankerson knew how far below base flood elevation the school was.

Mr. Ankerson said it was about two or three feet below. He also noted that the structure had been there since around 1940.

REQUEST:

The Planning Department has received a request from the Pascagoula-Gautier School District for a variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure at 505 Magnolia Tree Drive, Gautier Elementary School, PID #87010091.000 (GPC #23-35-VAR). The application fee of \$175 was paid on October 18, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to renovate the kitchen at Gautier Elementary School. The Kitchen and Dining Room are in the oldest existing building on the campus which is a Mississippi Landmark historic structure. Because the existing structure is designated as a Mississippi Landmark, it cannot be modified or elevated out of the floodplain. The applicant will need a variance to the City of Gautier's Flood Damage Prevention Ordinance in order to make the renovations required to further modernize and improve the kitchen facilities so the site can continue to effectively function and serve as an educational facility.

DISCUSSION:

The applicant is requesting a variance to the City of Gautier's Flood Damage Prevention Ordinance so renovations can be made to Gautier Elementary School, which is a Mississippi Landmark Historic Structure and cannot be modified or elevated out of the floodplain. The applicant wants to modernize and improve the kitchen facilities so they can continue to effectively function as an educational facility.

DETERMINATION OF APPLICABLE LAW:

FLOOD DAMAGE PREVENTION ORDINANCE: ARTICLE 6.

SECTION C. VARIANCE PROCEDURES.

In passing upon such applications, the board shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Upon consideration of factors listed below, and the purpose of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (2) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
- (3) Variances shall not be granted for multiple lots, phases of subdivisions, or entire subdivisions;
- (4) The danger that materials may be swept onto other lands to the injury of others;
- (5) The danger of life and property due to flooding or erosion damage;
- (6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the City of Gautier;
- (7) The importance of the services provided by the proposed facility to the City of Gautier;
- (8) The necessity of the facility to be at a waterfront location, where applicable;
- (9) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (10) The compatibility of the proposed use with existing and anticipated development;
- (11) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (12) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (13) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
- (14) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
- (15) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION D. CONDITIONS FOR VARIANCES.

- (1) Variances shall only be issued when there is:
 - a.) A showing of good and sufficient cause;
 - b.) A determination that failure to grant the variance would result in exceptional hardship, and;
 - c.) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- (2) The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.(See Article 6, Section F.)
- (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (4) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section E.)
- (5) Upon consideration of the factors listed above and the purposes of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (6) Variances shall not be issued “after the fact.”

SECTION E. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a City of Gautier official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
- (2) List the specific variance granted with the minimum requirement that was changed with the approved variance. List the article, section and subsection for which the variance was issued to.
- (3) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the criteria from Section D. of the Flood Damage Prevention and Control Ordinance as listed above.

The Planning Commission may:

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

Chairman Jamison asked the applicant to present their case.

Ryan Florreich, with JBHM Architects, P.A. and representing the Pascagoula-Gautier School District (PGSD), said they have been permitted through MDAH to do the renovations. They had asked about elevating the structure, but MDAH would not approve that. The last remodel on the kitchen was in 2007 when there were 186 students enrolled at the school. At that time, they had one serving line. The standard is one serving line per 200 students. In 2013 eight new classrooms were added with an enrollment of 351 students. A temporary serving line was added to accommodate the increased enrollment, but it was not a good situation. They have not been able to add additional needed walk-in cooler space. Currently there are 455 students enrolled which is why they are pursuing these renovations to make the situation better for the kids. He added that the structures built in 2013 and the current construction are elevated to the required elevation.

Chairman Jamison asked if the renovations would be just in the kitchen area or would it extend into the other areas of that structure.

Mr. Florreich said they are doing a little on each side to make extra space for the serving line but essentially, they are just enlarging the kitchen and the serving area inside the existing building.

Commissioner Davis asked if the School Board had approved the expenditures for the renovations and if so when had they approved it.

Mr. Florreich said it had been approved around September or October of this year.

Commissioner Davis asked if the School Board thought this was the best option considering the cafeteria is at a risk of flooding at some point.

Mr. Florreich said he assumed they did.

Chairman Jamison asked if utilizing some of the existing kitchen was one of the reasons for not relocating the cafeteria.

Commissioner Ward said the cost of a new cafeteria probably far exceeded the cost of renovations.

Mr. Florreich said that was true and the newer construction had taken up most of the available space for relocation.

Mr. Ankerson reminded the Commissioners of the criteria for a variance for the Flood Damage Prevention Ordinance since it was different than the variance criteria they were used to working with. The criteria for a variance was: a) showing of good and sufficient cause; b) a determination that failure to grant the variance would result in exceptional hardship; and c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or

victimization of the public, or conflict with existing local laws or ordinance. The applicant will have the engineer submit a “no rise” certificate saying that the work will not increase flood heights.

Commissioner Decoteau asked what the appraised value was in determining what the 50% mark would be.

Mr. Florreich said the appraiser they talked to said it was just about impossible to segregate that structure from all the structures on the campus although they did look at the County’s appraisal for the property.

Mr. Ankerson said this was a 1.2-million-dollar project and looking at the County’s appraisal because of the situation of this being a unit, it wasn’t very easy to get that appraisal.

Mr. Florreich said the County had it valued at about 3 million for the whole campus but based on the amount for the renovations 50% was easily exceeded.

Chairman Jamison asked if it was more than 50% of the value of the entire property or the structure.

Mr. Ankerson said it can’t be over 50% of the value of the structure. He reminded them that the applicant already had a permit from MDAH, so you have one state affiliation that has permitted the renovations. When he talked with the MEMA representative the first question they asked was if MDAH had permitted it.

Commissioner Decoteau asked if approving the variance would affect the city’s CRS rating.

Mr. Ankerson said that as long as the variance is approved with a finding of fact, then he wouldn’t think so.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend that the City Council approve the variance as presented due to the unique characteristics presented.

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

AYES: William Davis
Kay C. Jamison
Joshua Ward
DeAnna McManus
Ricky Decoteau
Marcus Hudson

ABSENT: Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 7, 2023

GPC #23-35-VAR

505 Magnolia Tree Drive

VII. NEW BUSINESS

2. Consider a request for a Variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure. 505 Magnolia Tree Drive, (GPC #23-35-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 27, 2023

Subject: Consider a request for a Variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure. 505 Magnolia Tree Drive, (GPC #23-35-VAR)

REQUEST:

The Planning Department has received a request from the Pascagoula-Gautier School District for a variance to the City of Gautier's Flood Damage Prevention Ordinance for a Mississippi Landmark Historic Structure at 505 Magnolia Tree Drive, Gautier Elementary School, PID #87010091.000 (GPC #23-35-VAR). The application fee of \$175 was paid on October 18, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to renovate the kitchen at Gautier Elementary School. The Kitchen and Dining Room are in the oldest existing building on the campus which is a Mississippi Landmark historic structure. Because the existing structure is designated as a Mississippi Landmark, it cannot be modified or elevated out of the floodplain. The applicant will need a variance to the City of Gautier's Flood Damage Prevention Ordinance in order to make the renovations required to further modernize and improve the kitchen facilities so the site can continue to effectively function and serve as an educational facility.

DISCUSSION:

The applicant is requesting a variance to the City of Gautier's Flood Damage Prevention Ordinance so renovations can be made to Gautier Elementary School, which is a Mississippi Landmark Historic Structure and cannot be modified or elevated out of the floodplain. The applicant wants to modernize and improve the kitchen facilities so they can continue to effectively function as an educational facility.

DETERMINATION OF APPLICABLE LAW:

FLOOD DAMAGE PREVENTION ORDINANCE: ARTICLE 6.

SECTION C. VARIANCE PROCEDURES.

In passing upon such applications, the board shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Upon consideration of factors listed below, and the purpose of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (2) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
- (3) Variances shall not be granted for multiple lots, phases of subdivisions, or entire subdivisions;
- (4) The danger that materials may be swept onto other lands to the injury of others;
- (5) The danger of life and property due to flooding or erosion damage;
- (6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the City of Gautier;
- (7) The importance of the services provided by the proposed facility to the City of Gautier;
- (8) The necessity of the facility to be at a waterfront location, where applicable;
- (9) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (10) The compatibility of the proposed use with existing and anticipated development;
- (11) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (12) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (13) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
- (14) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
- (15) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION D. CONDITIONS FOR VARIANCES.

- (1) Variances shall only be issued when there is:
 - a.) A showing of good and sufficient cause;
 - b.) A determination that failure to grant the variance would result in exceptional hardship, and;

- c.) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (2) The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.(See Article 6, Section F.)
- (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (4) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section E.)
- (5) Upon consideration of the factors listed above and the purposes of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (6) Variances shall not be issued "after the fact."

SECTION E. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a City of Gautier official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
- (2) List the specific variance granted with the minimum requirement that was changed with the approved variance. List the article, section and subsection for which the variance was issued to.
- (3) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

RECOMMENDATION & CONCLUSION:

If recommending approval, Planning Commission shall record that the evidence presented meets the criteria from Section D. of the Flood Damage Prevention and Control Ordinance as listed above.

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-35-VARTO BE HEARD BY GAUTIER PLANNING COMMISSION:FEE:

Variance _____

\$176.00

*Includes \$1.00 filing fee per MS Code §25-60-5

Name of Applicant: Pascagoula-Gautier School District (agent: Ryan Florreich / JBHM Architects, P.A.)
Name of Business: Gautier Elementary School Phone: (601) 352-2699
(phone for agent JBHM)
Property Address: 505 Magnolia Tree Drive Mailing Address (if Different): 308 East Pearl Street, Suite 300 / Jackson, MS, 39201 (address for agent JBHM)
E-Mail Address: rflorreich@jbhm.com

Reason for request, location and intended use of Property: Historic Structure, Variance Request for Flood Damage Prevention Ordinance

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant:  Date of Application: 10/17/2023
Ryan Florreich / JBHM Architects, P.A.
(as agent for the Pascagoula-Gautier School District)

FOR OFFICE USE ONLY

Date Received 10/18/23 Verify as Complete SA/BgFee Amount Received 176.00 Initials of Employee Receiving Application Bals

I, Pascagoula-Gautier School District, the fee simple owner of the following described property (give legal description):

See attached (2 pages).

hereby petition to the City of Gautier to *Grant a Variance of* the floodplain management regulations

_____ in _____

and affirm that Ryan Florreich / JBHM Architects, P.A. 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.

Billy Ellzey
(Owner's Signature)

Billy Ellzey
Superintendent, Pascagoula-Gautier School District

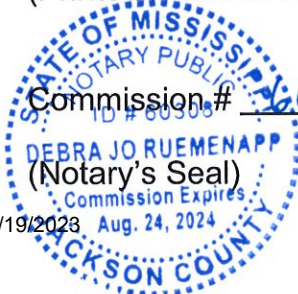
The foregoing instrument was acknowledged before me this 17th day of October, 2023 by Billy Ellzey, who is personally known to me or has produced personally known by me as identification and who did take an oath.

Debra Jo Ruemenapp
(Printed Name of Notary Public)

Debra Jo Ruemenapp
(Signature of Notary Public)

Commission # 360308

My commission expires August 24, 2024.



VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?

This project entails the renovation of the existing Kitchen at Gautier Elementary School. The Kitchen and Dining Room is located in the oldest portion of the building, a Mississippi Landmark historic structure. Thus, the existing structure cannot be modified or elevated out of the floodplain.

2. Are these special conditions and circumstances a result of your actions? Explain.

No; the existing structure has been located on this site since approximately 1940 and continues to serve the Pascagoula-Gautier School District today as an elementary school site.

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.

The literal interpretation of the Flood Damage Prevention Ordinance would deprive the Pascagoula-Gautier School District of the need to further modernize and improve the kitchen facilities at this school such that this site can continue to effectively function and serve the community as an educational facility.

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

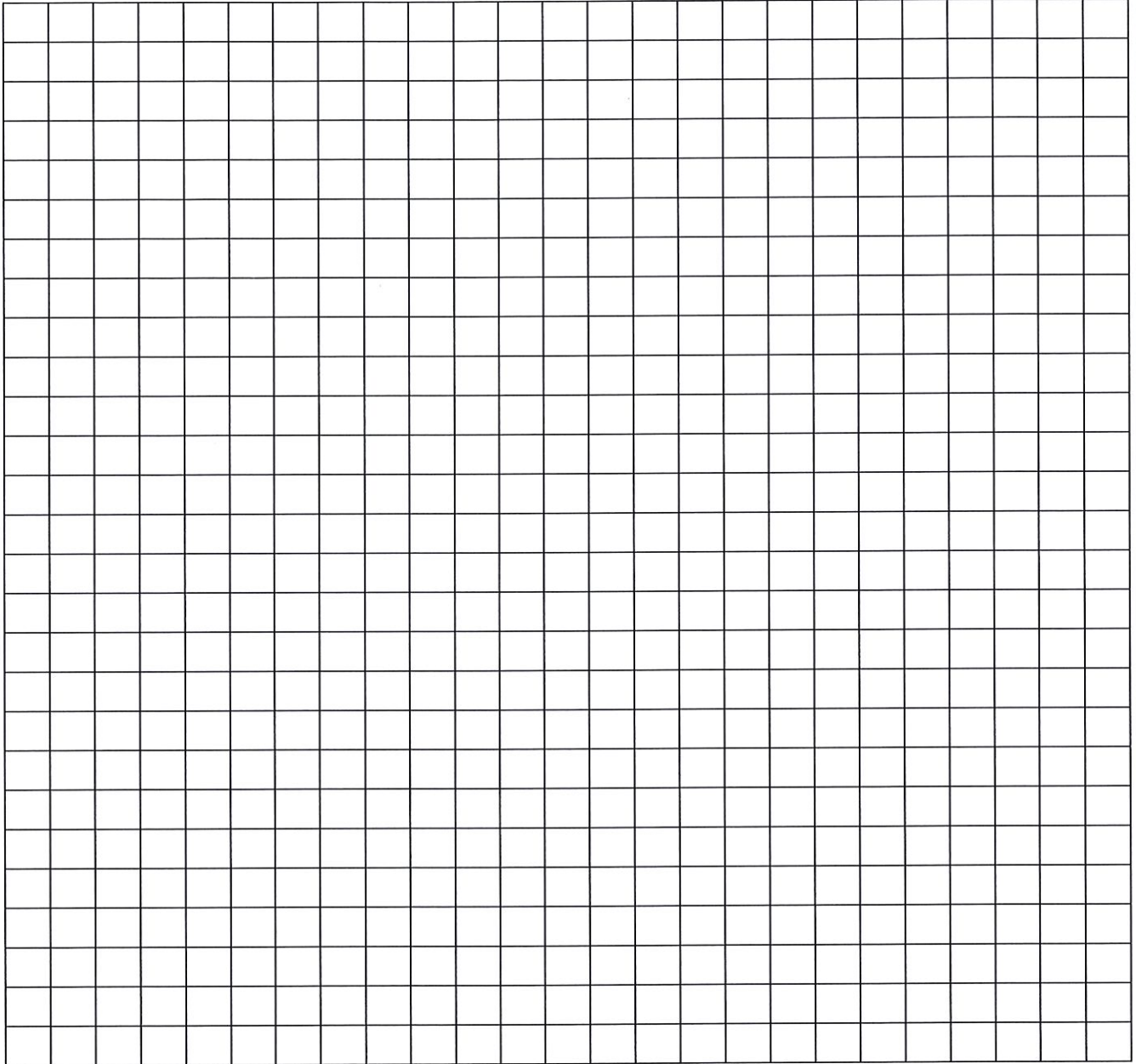
To our knowledge, no.

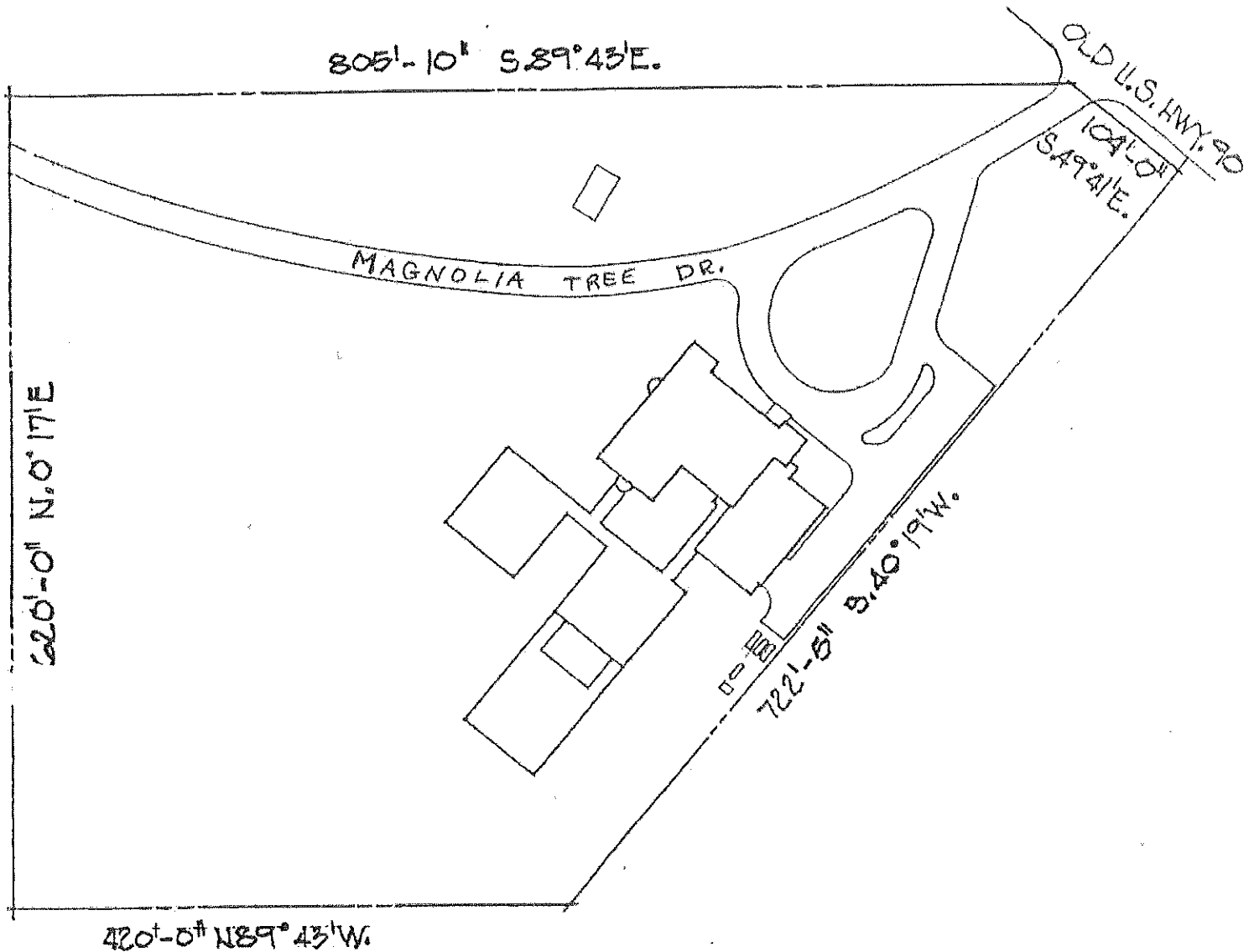
NARRATIVE

This project entails the renovation of the existing Kitchen at Gautier Elementary School. The Kitchen and Dining Room is located in the oldest existing building on the campus ("Building 1" on the attached site survey dated 2012), a Mississippi Landmark historic structure. The project has been previously reviewed and approved by the Mississippi Department of Archives and History; the Mississippi Landmark Permit issued 4/21/2023 is also attached. This kitchen renovation is necessary in order to further modernize and improve the kitchen facilities at this school such that this site can continue to effectively function and serve the community as an educational facility. This project does not entail an expansion to the existing facility; the renovation is contained to the existing building envelope. As the existing structure is a Mississippi Landmark, the existing structure cannot be modified or elevated out of the floodplain.

DIAGRAM

See attached Site Survey and Kitchen Equipment Plan. Additional drawings are on file with the City of Gautier.





GAUTIER ELEMENTARY

SCALE: 1" _____ = 120' _____ 0"

ACQUIRED 1957*; BUILT 1937**; HVAC 1972 & 1999
APPROXIMATELY 9.36 ACRES; 38,284 SQ. FT.

*CITIZENS PETITIONED JACKSON COUNTY SCHOOL DISTRICT TO
JOIN THE PASCAGOULA MUNICIPAL SEPARATE SCHOOL DISTRICT

**CONSTRUCTION BEGAN IN 1937 BY LYONS SCHOOL DISTRICT

GAUTIER ELEMENTARY SCHOOL

DESCRIPTION OF PROPERTY

FROM DEED DATED 1939

Starting at the first 1/2 mile post east on the north boundary of Township 8 South, Range 6 West, Jackson County, Mississippi; easterly along this boundary 1320.0 ft. for the point of beginning; then:

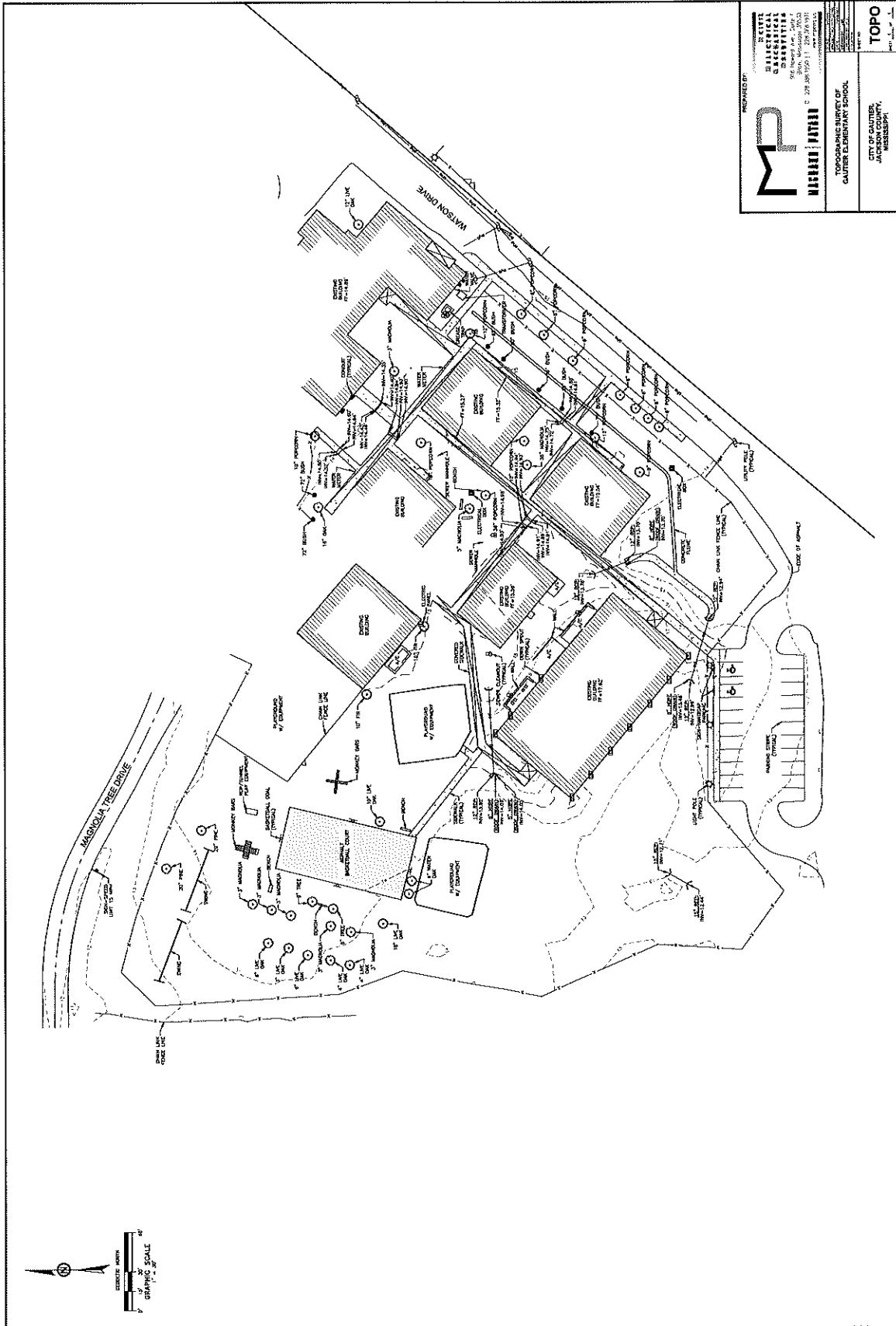
1. Continuing along this boundary south 89 degrees 43' east 805.8 ft. to the south margin of U.S. Highway 90; then,
2. South 49 degrees 41' east along the south margin of U.S. Highway 90 a distance of 104.0 ft.; then,
3. South 40 degrees 19' west a distance of 722.4 ft.; then,
4. North 89 degrees 43' west a distance of 420 ft.; then,
5. North 0 degrees 17' east a distance of 620 ft. to the point of beginning.

All the above mentioned property is located in Zone R3.

Page 79 of 266

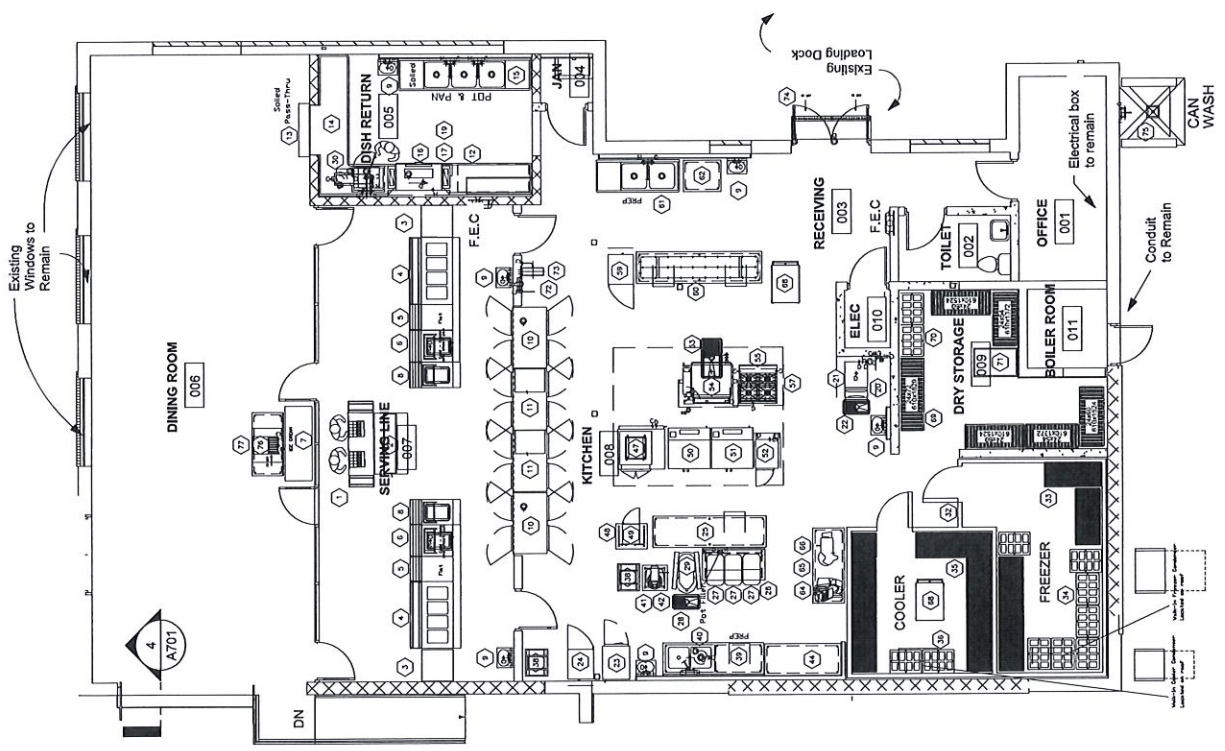


REDUCED FROM ORIGINAL SIZE OF 30"X42"



REDUCED FROM ORIGINAL SIZE OF 30"X42"

Foodservice Equipment Schedule					
Item No	Qty	Equipment Category	Item No	Qty	Equipment Category
1	1	Cashier Station, Double	39	1	Prep Table With Sinks
2	1	Milk Cooler – Existing Equipment	40	1	Disposer, Garbage
3	2	Mobile Utility Unit – Trays	41	1	Counter Mixer – Existing Equipment
4	2	Hot Food Unit	42	1	Equipment Stand – Existing Equipment
5	2	Mobile Utility Unit	43	1	Spare Number
6	2	Mobile Cold Unit	44	1	Work Table – Existing Equipment
7	1	Ice Cream Unit – Existing Equipment	45	1	Spare Number
8	2	Mobile Ambient Unit	46	1	Spare Number
9	5	Hand Sink – In Mechanical	47	1	Rotating Rack Oven, Gas – With Rocks
10	2	Cabinet, Heated, Pass-Thru	48	1	Mobile Work Table – Existing Equipment
11	2	Refrigerator, Pass-Thru	49	1	Microwave – Existing Equipment
12	1	Clean Dishtable and Slanted Wall Shelf	50	1	Oven, Convection, Gas
13	1	Coiling Shutter Door – In Architectural	51	1	Oven, Convection, Gas
14	1	Soiled Table, Pass-Thru Landing, Sink	52	1	Steamer, Electric
15	1	Three-Compartment Sink	53	1	Floor Trough
16	1	Warewasher	54	1	Tilt Skillet, Gas
17	1	Condensate Exhaust Ducts	55	1	Range, Heavy Duty, Convection Oven, Gas
18	1	Spare Number	56	1	Spare Number
19	1	Condensate Exhaust Fan – In Mechanical	57	1	Vent Hood – In Mechanical Section
20	1	Filler System, Ice-maker	58	1	Spare Number
21	1	Ice Maker w/ Bin – Existing Equipment	59	1	Mobile Warming Cabinet – Existing Equipment
22	1	Floor Trough	60	1	Work Table with Pot Rack – Existing Equipment
23	1	Reach-In Refrigerator – Existing Equipment	61	1	2-Compartment Sink – Existing Equipment
24	1	Mobile Warming Cabinet – Existing Equipment	62	1	Work Table – Existing Equipment
25	1	Work Table	63	1	Spare Number
26	1	Baker's Table	64	1	Slicer – Existing Equipment
27	1	Ingredient Bin, 3	65	1	Work Table – Existing Equipment
28	1	Floor Trough	66	1	Food Chopper – Existing Equipment
29	1	60 Qt. Mixer – Existing Equipment	67	1	Spare Number
30	1	Scrapmaster	68	2	Cart, Utility – Existing Equipment
31	1	Spare Number	69	1	Dry Storage Shelving
32	1	Walk-In Cooler–Freezer	70	1	Dry Storage Damage Rocks
33	1	Freezer Shelving	71	1	Rack, Can
34	1	Freezer Damage Rocks	72	1	Reel Rinse, Control Box
35	1	Cooler Shelving	73	1	Hose Reel with Gun
36	1	Cooler Damage Rocks	74	1	Air Curtain
37	1	Spare Number	75	1	Utility Faucet – In Mechanical
38	2	Rack, Pan – Existing Equipment	76	1	Ice Maker – Ice/Water Dispenser
			77	1	Table, Stainless Steel



MURRAY
CORBAN
COMMERCIAL FOODSERVICE DESIGN CONSULTANTS
10000 Highway 100, Suite 100
Jackson, MS 39201
Phone: 662.922.1111
Fax: 662.922.1112
www.murraycorban.com





MISSISSIPPI LANDMARK PERMIT

Mississippi Department of Archives and History

A COPY OF THIS PERMIT SHALL BE POSTED ON SITE

MDAH Project #: 02-089-23	Property Name: Gautier Elementary School
Date Received: 2/13/2023	Project Description: Cafeteria Renovations; New Construction
Inventory #: 059-GAU-0016-NR-ML	Permittee: Pascagoula-Gautier School District
Date Issued: 4/21/2023	Location: Gautier, Jackson County

The Mississippi Department of Archives and History has determined that the project referenced above is acceptable and in accordance with the Antiquities Law of Mississippi (Miss. Code Ann. § 39-7-3 *et seq.*) and the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, provided that the following condition(s) are met:

If, in the course of the project, any human remains, cultural materials, such as pottery, nails or glass, stone tools, such as arrowheads, or animal bones are encountered, all work must cease and the MDAH Chief Archaeologist must be notified within 24 hours to respond in accordance with § 39-7-22 (3).

All work shall be executed in accordance with these conditions and the project plans submitted for review. This Permit is valid for one (1) year from the date issued. In the event of changes in or additions to the project, permittee shall submit supplementary plans to MDAH for review and approval.


Katie Blount, Secretary
Board of Trustees
Department of Archives and History


Billy Elzey, Superintendent
Pascagoula-Gautier School District

Please contact Clay Mapp at 601-576-6935 or mslandmark@mdah.ms.gov with any questions.

LETTER OF ENGAGEMENT – MARKET VALUE

October 4, 2023

Client: Pascagoula-Gautier School District
(c/o Jana Grenn - CFO)

Property Description: Gautier Elementary School Complex
(9.36 Acres with Gross Building Area of 38,284 +/- SF)
(Magnolia Tree Drive & De La Pointe Drive)

Property Contact: Jana Grenn (jgrenn@pgsd.ms)

Appraiser's Fee: (\$3,500 – payment due – see below)

Report Due Date: On or Before November 15, 2023

Appraiser(s) Name: John D. Myers
PO Box 459
Ocean Springs, MS 39566

Dear Jana:

This letter is to confirm my bid / communication concerning the above reference appraisal assignment request with (Pascagoula-Gautier School District) of the real property identified as the Gautier Elementary School, located at Magnolia Tree Drive & De La Pointe Drive, Gautier, Jackson County, Mississippi.

Appraiser Scope of Work:

My proposal is to prepare an appraisal report subject to the following conditions:

- 1) A Summary format report commonly utilized by financial institutions satisfying all USPAP standards (Uniform Standard Professional Appraisal Practice);
- 2) The appraiser will develop an opinion of market value based on current or recent market data which will primarily be via Improved Building Sales Approach. The appraiser will address all other applicable approaches to value but considering the age of the buildings and they were utilized as an elementary school property, only the most applicable approaches to value will be presented.

As outlined above, my fee to complete the appraisal assignment would be \$3,500. *Payment of 100% is due (upon delivery of the appraisal report) which will be no later than 45 days from the returned - signed engagement letter. The appraisal report will be emailed to you upon completion.*

All documents furnished to the appraiser from this client will be considered confidential information pursuant to the disclosure requirements in the confidentiality section of the ethics provision and Statement on Appraisal Standards Number 5. As noted, a PDF copy will be emailed once the report is completed.

Respectfully submitted,

I, the Client, accept and agree with terms of this engagement letter.



John Myers
jdmyers@myersandcompany.net

X 

CLIENT REPRESENTATIVE

Date

87010091.000 SCHOOL PASCA SEP MUNICIPAL DIS

PIDN: 87010091.000

GISP: 863.05-02-0036.00

Owner Information

Percent of Ownership: 100

Name: SCHOOL PASCA SEP MUNICIPAL DIS

Name 2:

Mailing Address:

0

Site Address: 505 MAGNOLIA TREE DR GAUTIER

Land Information

Section: 5

Acreage: 9.75

Township: 8

Range: 6

Street Name MAGNOLIA TREE
DR

Value and Tax Information

Total Assessed Value: 0

Total Appraised Value: 2013731

Improvement Value: 1976101

Land Value: 37630

Tax Amount: 0

SQ FT: 44044

Year Built: 1940

Legal Description

Description: LOT 2 BLK K RIVER OAKS S/D DB 20
0-431 (36 Map863.05-02)

Deed Book / Page: 200 / 431

87010091.000 SCHOOL PASCA SEP MUNICIPAL DIS

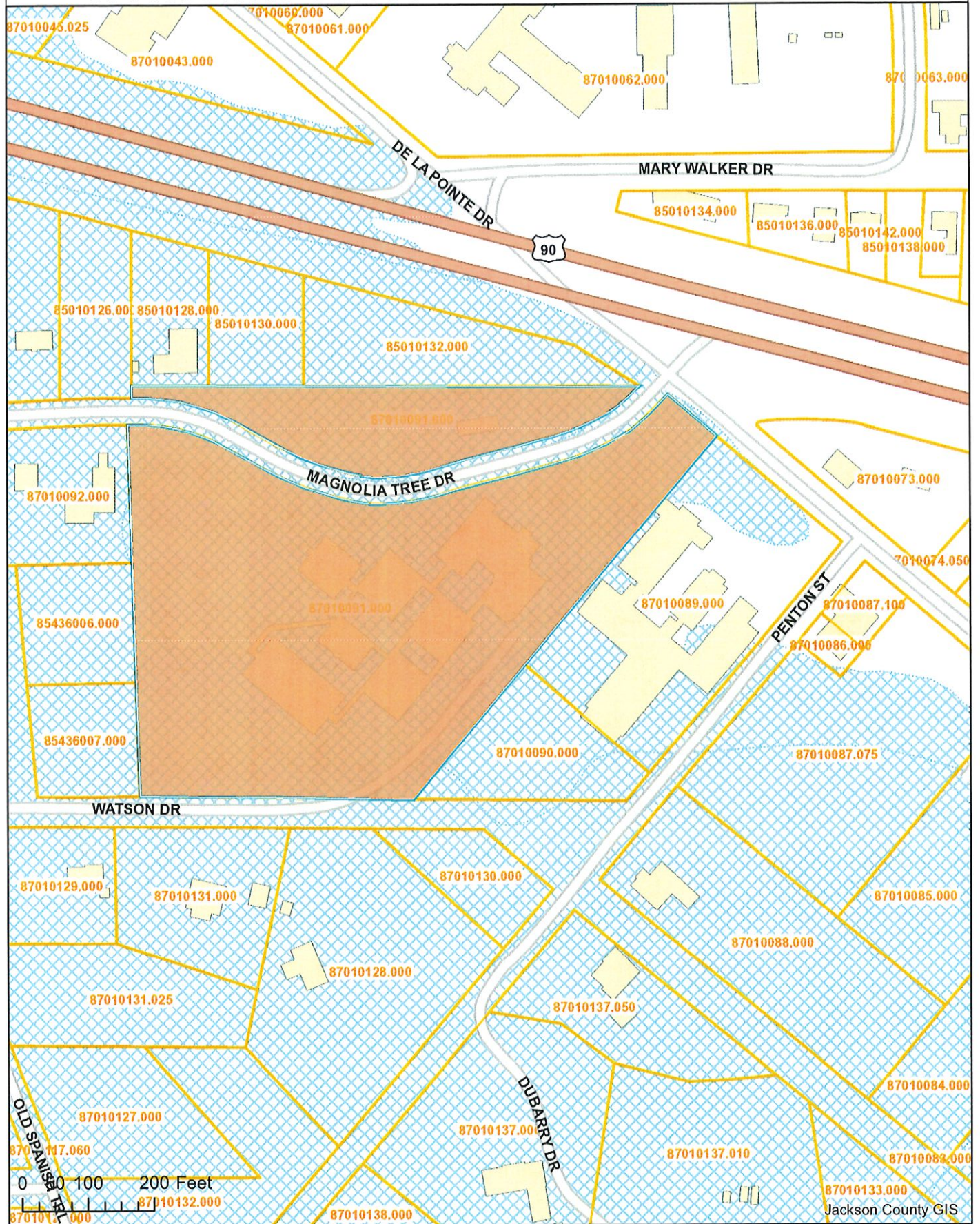


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

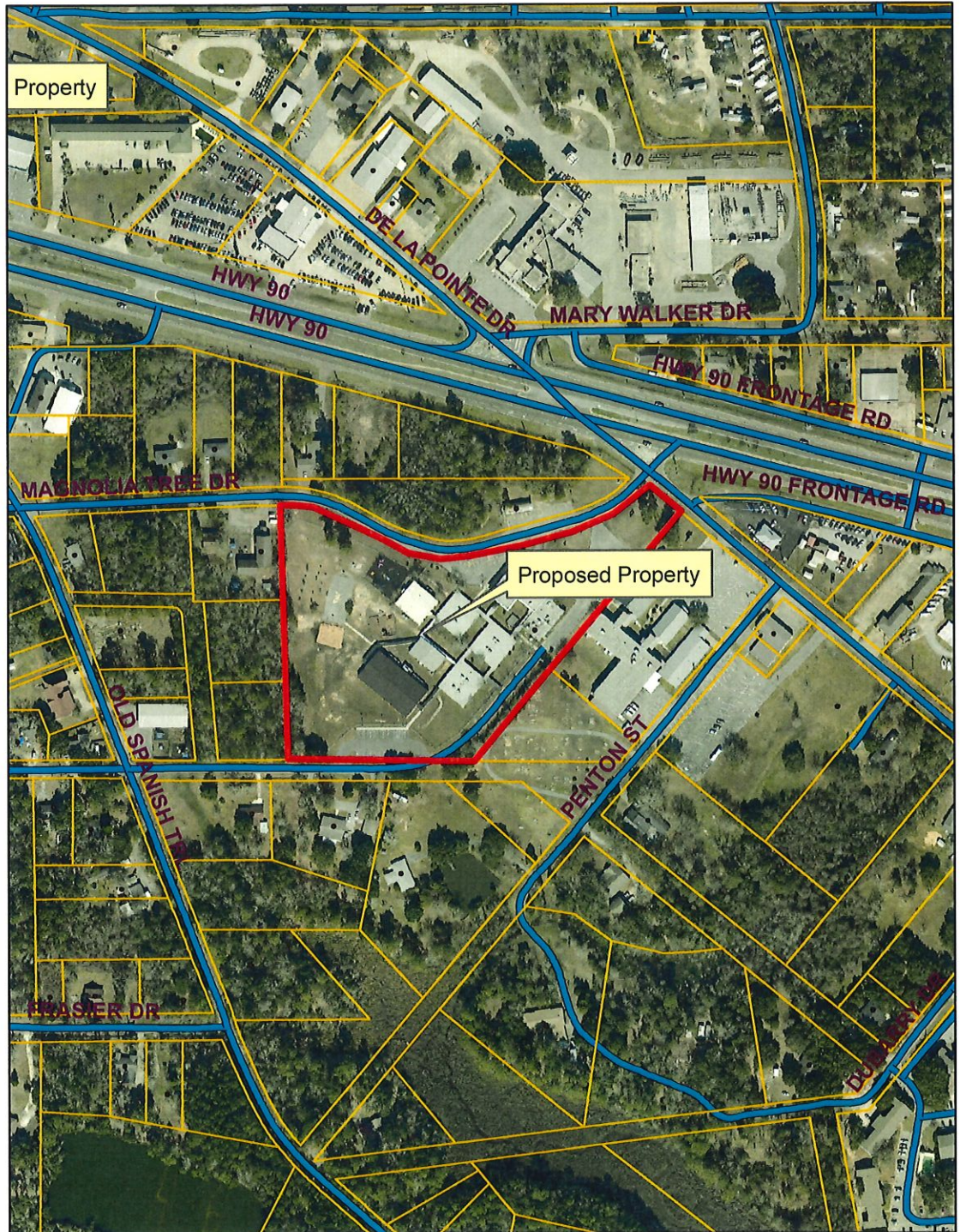


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

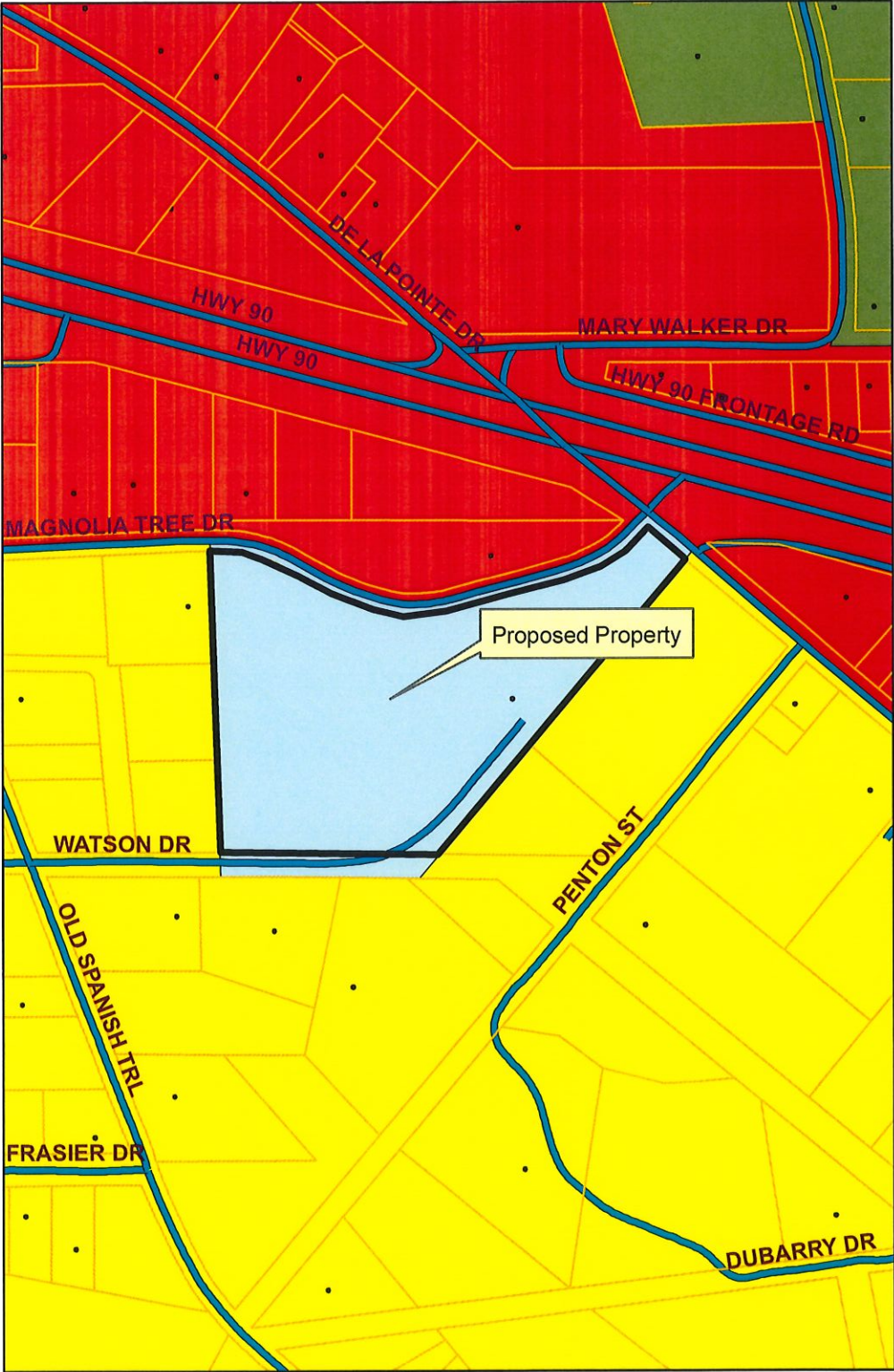


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

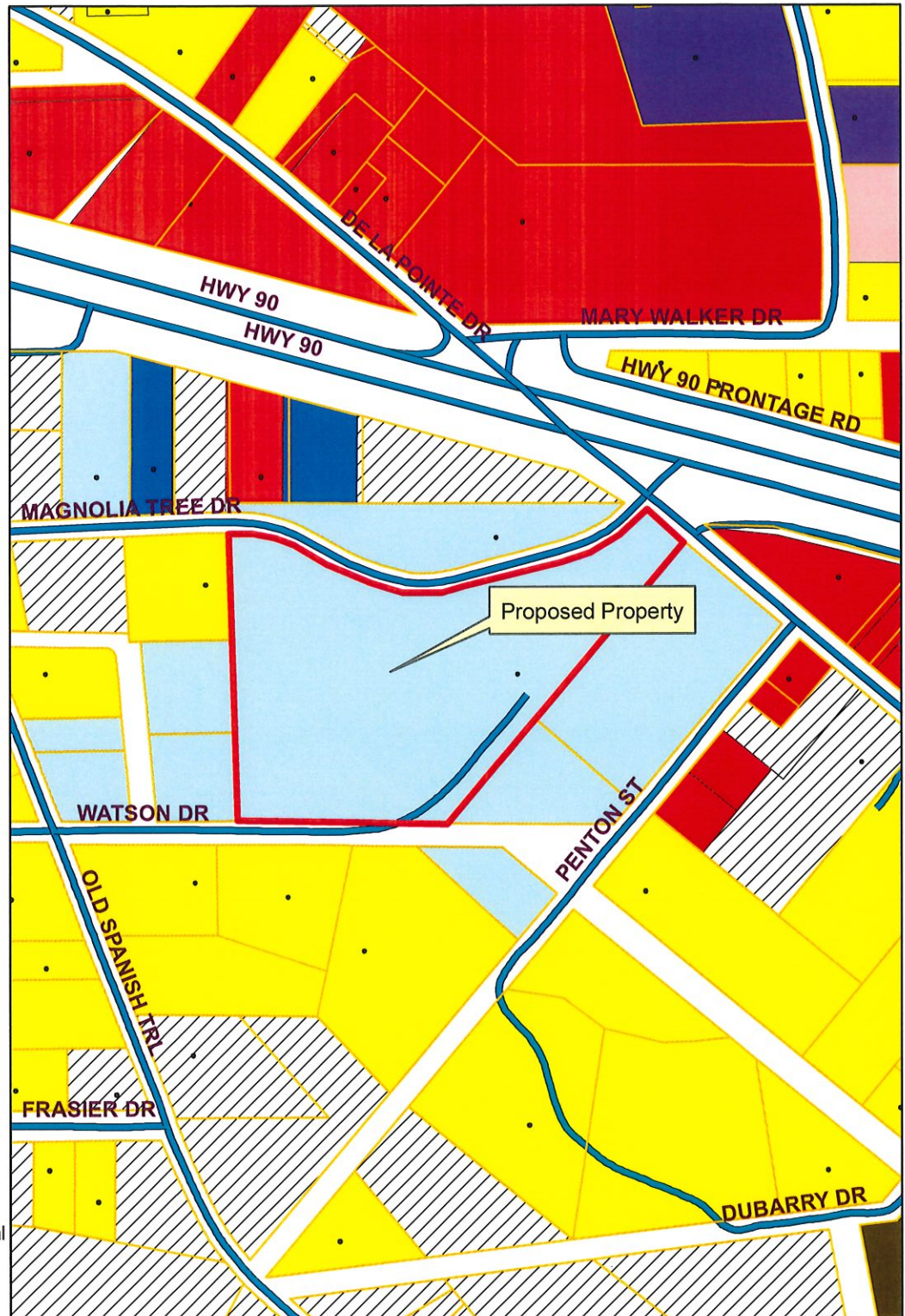


Exhibit D Future Land-Use

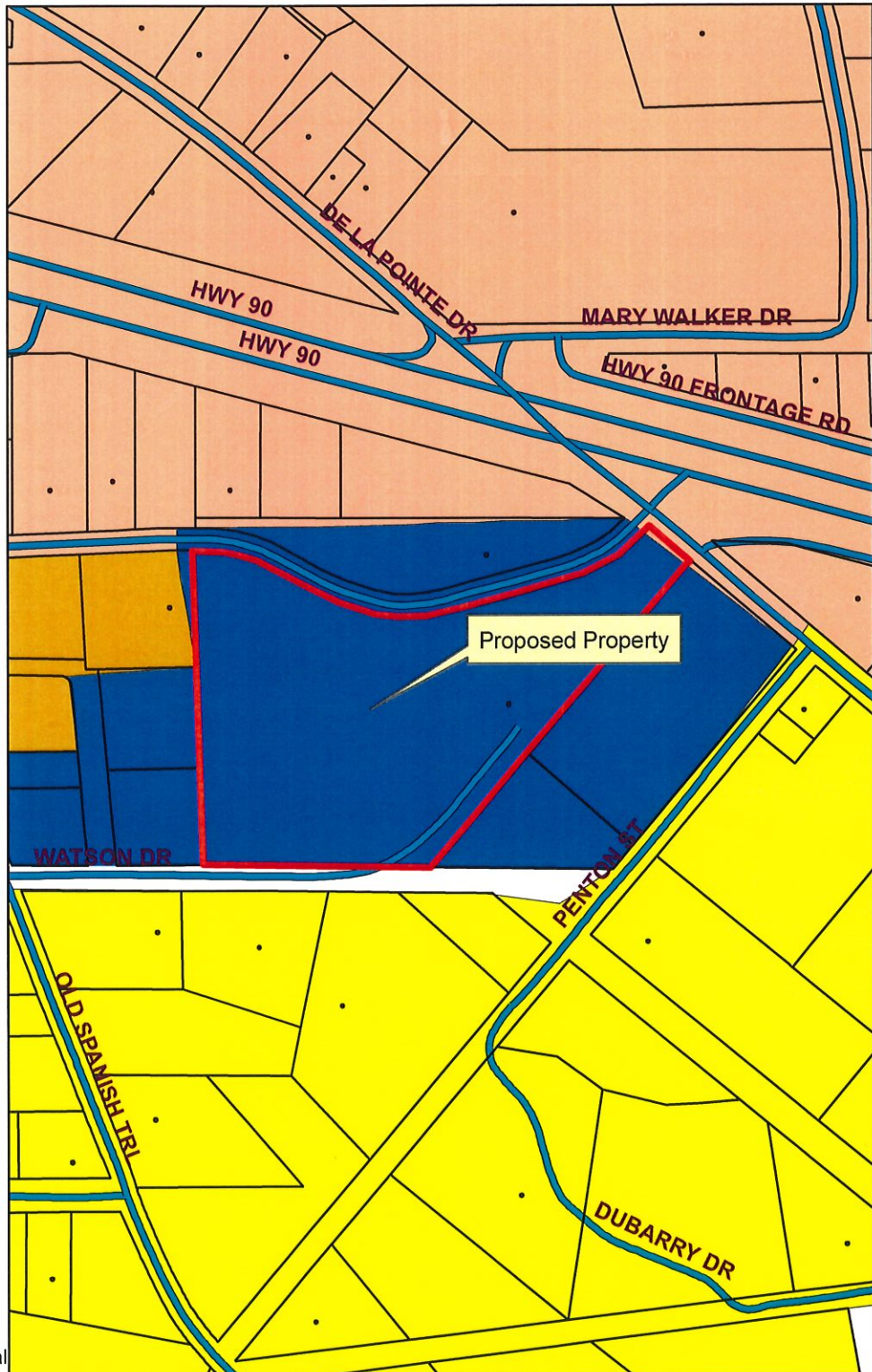
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting: December 19, 2023
Title: Consider a request for a variance to minimum square footage requirements for a dwelling in an AG Agricultural Zoning District, located at Carter Road, (GPC #23-37-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a variance to minimum square footage requirements for a dwelling in an AG Agricultural Zoning District, located at Carter Road, (GPC #23-37-VAR)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 Planning Department received a request from Brandi Bosarge for a one thousand five (1,005) square foot variance for a dwelling in an AG Agricultural Zoning District, located at Carter Road (PID #85298083.000) (GPC #23-37-VAR); and

WHEREAS, the applicant would like to build a tiny home using a high cube forty (40) foot shipping container as the shell. The structure would approximately be three hundred twenty (320) square feet. The minimum square footage for a dwelling in an AG district is thirteen hundred twenty-five (1325). The applicant is requesting a one thousand five (1005) square foot variance; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval with changes that the home meet or exceed the drawings presented, which are attached hereto;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

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

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 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/13/2023
Subject: Consider a request for a Variance to minimum square footage requirements for a dwelling in an AG Agricultural Zoning District. Carter Road, PID #85298083.000, (GPC #23-37-VAR)

REQUEST:

The Planning Department has received a request from Brandi Bosarge for a one thousand five (1005) square foot variance for a dwelling in an AG Agricultural Zoning District. Carter Road, PID #85298083.000 (GPC #23-37-VAR). The application fee of \$175 was paid on October 20, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a three hundred twenty (320) square foot dwelling in an AG Agricultural Zoning District. The minimum square footage requirement for a dwelling in an AG district is thirteen hundred twenty-five (1325) square feet. She is proposing to use a high cube forty (40) foot shipping container as the shell.

DISCUSSION:

The applicant would like to build a tiny home using a high cube forty (40) foot shipping container as the shell. The structure would be approximately three hundred twenty (320) square feet. The minimum square footage for a dwelling in an AG district is thirteen hundred twenty-five (1325). The applicant is requesting a one thousand five (1005) square foot variance.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning

classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

1. 30% of required off-street parking spaces and/or
2. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the variance request with changes that the home meet or exceed the drawings as presented.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 12.7.23 (#23-37-VAR)
2. Complete Packet 23-37-VAR

Excerpt from December 7, 2023, Planning Commission Meeting:

The Planning Department has received a request for a Variance to minimum square footage requirements for a dwelling in an AG Agricultural Zoning District on Carter Road, PID #85298083.000, (GPC #23-37-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from Brandi Bosarge for a one thousand five (1005) square foot variance for a dwelling in an AG Agricultural Zoning District. Carter Road, PID #85298083.000 (GPC #23-37-VAR). The application fee of \$175 was paid on October 20, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a three hundred twenty (320) square foot dwelling in an AG Agricultural Zoning District. The minimum square footage requirement for a dwelling in an AG district is thirteen hundred twenty-five (1325) square feet. She is proposing to use a high cube forty (40) foot shipping container as the shell.

DISCUSSION:

The applicant would like to build a tiny home using a high cube forty (40) foot shipping container as the shell. The structure would be approximately three hundred twenty (320) square feet. The minimum square footage for a dwelling in an AG district is thirteen hundred twenty-five (1325). The applicant is requesting a one thousand five (1005) square foot variance.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

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

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not

applicable to other sites (lots or parcels) or structures or buildings in the same district;

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present her case.

Pam Molar, representing the applicant Brandi Bosarge, stated that Ms. Bosarge wanted to build a container home on the property. The home would have a nice porch with French doors opening onto it. This will be her first home and she plans to make it really nice.

Chairman Jamison asked if the applicant had considered a mobile home which is allowed in an Agricultural district with approval of a Conditional Use.

Ms. Molar said the applicant chose the proposed because it was more feasible, monetary, and aesthetically pleasing for her.

Chairman Jamison asked if the proposed home was cheaper than mobile homes.

Ms. Molar said it probably would not be.

Commissioner Hudson asked if a Conex box home was legal.

Mr. Ankerson said that it would be if the variance was approved.

Chairman Jamison asked if Ms. Bosarge liked the Conex box more aesthetically than building a regular home.

Ms. Bosarge stated that she did and that structurally it was better than a mobile home. It will be anchored down and give her a chance to have a modern touch to her home. There will be a front porch with a roof coming over both the dwelling and the front porch.

Mr. Ankerson addressed Commissioner Hudson's previous question about it being legal to have a Conex box home. He said this was a new area for the city because this is the first request the city has had like this. However, these types of homes are becoming trendy.

Ms. Molar stated that the property is five acres, and this is somewhere she can make a start as a homeowner.

Mr. Ankerson asked to clarify the request. The request is not for a Conex box home. The request is whether she can have a 320 square foot home instead of the required minimum of 1325 square feet in an Agricultural District. The fact that it is a Conex box has nothing to do with it.

Josh Danos, City Attorney, advised that she could put five or six Conex boxes together and if it met the minimum square footage of 1325 required, she would not need to ask the Commission and Council for anything.

Mr. Ankerson explained the process if someone came in with plans for a 1325 square foot Conex box home. He would ask them if their plans were stamped by an engineer and if they were the permit would be reviewed like any other home. Once it is stamped by an engineer it is no longer a Conex box, it is considered a home. There are no architectural standards in the Ordinance to govern residential construction. There is nothing saying you can or cannot have brick, stucco, or metal that looks like a Conex box. This is strictly a variance for square footage.

Commissioner Davis said that when he looked at the request it was presented as a small home, and they needed a square footage variance. Tiny homes are a new thing whether they are Conex boxes or built in other ways. It is a thing that Gautier has not really talked about. He feels it should be looked at as a tiny home and that there should be an Ordinance specific for tiny homes. He asked Mr. Ankerson if a variance was permanent with the property.

Mr. Ankerson said it was permanent for whatever structure on the property the variance was approved for.

Commissioner Davis said he thought the request should be looked at as a Special Exception or a Conditional Use. He felt it should be kicked back to Council to deal with as an Ordinance for tiny homes and to look at whether they wanted them only in Agricultural zones or if the city wanted them in Gautier at all.

Chairman Jamison larger home being built in the area versus a tiny home going in.

Ms. Bosarge said that there were several mobile homes and cottages in the area.

Chairman Jamison stated that a lot of the mobile home in the area were grandfathered in.

Mr. Danos said that there currently isn't a definition of a tiny home in the Ordinance. The Commission can make those recommendations to the City Council as to what they want that to look like. There is a Special Exception and a Conditional Use which affect the use of the properties, but tonight the request is about residential use which is allowed by right in an Agricultural zone. A variance on the other hand is dimensional, which is what is being requested tonight.

Chairman Jamison asked if they had to determine a hardship.

Mr. Ankerson said what the Commission must determine is that the criteria for 4.18.4 (A-D) has been met.

Commissioner Ward said that regarding 4.18.4 (D) in reference to a mobile home that had been denied previously, this is not a similar structure because mobile homes do not require an engineer stamp.

Commissioner Decoteau said that regarding 4.18.4 C the circumstances do not result from actions of the applicant, lack of an Ordinance regarding tiny homes is not the applicant's fault. He also asked that if several tiny homes were approved, then someone wanted to build a 1000 square foot regular home. Would the allowance of the smaller square footage for tiny homes open up an issue with having to allow smaller regular built homes.

Mr. Danos said if you have a factual finding that 4.18.4 (A) is met that the property in question has something special about it then you can differentiate each time someone has a request.

Hunter Budnick, neighbor, has no issue with the variance. He understands about Special Exceptions and grandfathered structures but there are mobile homes, cottages, etc. in the area.

Chairman Jamison asked if the variance would go with the property.

Mr. Ankerson stated that a variance is specific to the structure. If the structure was demolished or removed for any reason, a new structure would have to have a variance if needed.

Commissioner Ward asked if the square footage of the porch was included in the square footage of the Conex box.

Mr. Ankerson said only the living area is included in the minimum square footage.

Commissioner McManus said she was not in favor of it because she sees it as a devaluation of the property. She feels like it would be setting a precedent, and that tiny homes are a trend, and are probably just a passing fad.

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

ACTION TAKEN:

Chairman Jamison made a motion to recommend that the City Council approve the variance request with changes that the home meet or exceed the drawings as presented.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 Ricky Decoteau
 Marcus Hudson

NAYS: **DeAnna McManus**
 William Davis

ABSENT: **Chris Hoover**

Motion passed.

Gautier Planning Commission
Regular Meeting Agenda
December 7, 2023
GPC #23-37-VAR
Carter Road, PID #85298083.000

VII. NEW BUSINESS

4. Consider a request for a Variance to minimum square footage requirements for a dwelling in an AG Agricultural Zoning District. Carter Road, PID #85298083.000, (GPC #23-37-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 28, 2023

Subject: Consider a request for a Variance to minimum square footage requirements for a dwelling in an AG Agricultural Zoning District. Carter Road, PID #85298083.000, (GPC #23-37-VAR)

REQUEST:

The Planning Department has received a request from Brandi Bosarge for a one thousand five (1005) square foot variance for a dwelling in an AG Agricultural Zoning District. Carter Road, PID #85298083.000 (GPC #23-37-VAR). The application fee of \$175 was paid on October 20, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a three hundred twenty (320) square foot dwelling in an AG Agricultural Zoning District. The minimum square footage requirement for a dwelling in an AG district is thirteen hundred twenty-five (1325) square feet. She is proposing to use a high cube forty (40) foot shipping container as the shell.

DISCUSSION:

The applicant would like to build a tiny home using a high cube forty (40) foot shipping container as the shell. The structure would be approximately three hundred twenty (320) square feet. The minimum square footage for a dwelling in an AG district is thirteen hundred twenty-five (1325). The applicant is requesting a one thousand five (1005) square foot variance.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

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

of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-37-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Variance	_____	\$176.00
*Includes \$1.00 filing fee per MS Code §25-60-5		

Name of Applicant: Brandi Mosarge

Name of Business: PID # 85298083.000 (AG) Phone: 228 261 1559

Property Address: 0 Carter Rd. 39504 Mailing Address (if Different): 2012 Magazine Street
Ocean Springs 39504

E-Mail Address: Brandi2485@gmail.com

Reason for request, location and intended use of Property: Square ft. approval
0 Carter Rd. Home (1005 sq. variance to house size)

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Brandi Mosarge Date of Application: 10/20/23

FOR OFFICE USE ONLY	
Date Received <u>10/20/23</u>	Verify as Complete <u>Bals</u>
Fee Amount Received <u>176.00</u>	Initials of Employee Receiving Application <u>BL</u>

VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?
2. Are these special conditions and circumstances a result of your actions? Explain.
3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.
4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

1. **What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?** My tiny home will fall below the minimum sq. ft. requirements for the district.
2. **Are these special conditions and circumstances a result of your actions? Explain.** The tiny home I am wanting to build provides me with adequate living space since I am a single person with no dependents. Having a larger home serves no purpose for my housing needs. Being able to build my home will allow me to afford a safe, modern, luxury design without the cost of a standard, larger home.
3. **How will the literal interpretation of the provisions of this ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this ordinance? Explain?** A literal interpretation of the provisions of this ordinance would deprive me of the opportunity to become a homeowner and enjoy the same amenities as existing homes in the district. With today's housing market being at its ultimate high, I am seeking to invest in an affordable, safe, sustainable, and economical home to call my own. The district currently allows mobile homes on properties within the district of Gautier, and this home will be built safer and more sustainable. As a single individual with no dependents, there are no additional benefits to me having a larger home and requiring me to do so would result in unnecessary costs in terms of construction and maintenance of the property.
4. **Will the granting of the Variance requested confer upon you any special privilege that is denied Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain?** Granting the Variance requested would not confer any special privilege since all of my district neighbors are eligible to apply for the Variance application.

NARRATIVE

The build of my cargotecture tiny home on 0 Carter Rd. Ocean Springs, MS will undergo similar construction as a standard home. Construction will require using a high cube 40ft shipping container as the shell. Wood stud framing, insulation, flooring, running water, electricity, heat and AC will be completed in the process of constructing my house.

Bedroom, kitchen, living space, and full bathroom will be included in my tiny home. Adding a full-length covered front porch will enhance the overall projected design of the build. The design of my home will entail an open floor plan with high ceilings of 9 ½ feet with two 48x96 French doors and a 72x96 sliding glass door in the bedroom, providing a modern well lite aesthetic.

Granting permission for my design will allow me the opportunity to become a homeowner and enjoy the same amenities as existing homeowners In the district. Allowing me to invest in an affordable, safe, sustainable, and economical home to call my own.

I hereby certify that this is a true and
correct copy of the original document.
Certified By *[Signature]*
Month 10 Day 16 Year 23

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

Grantor:
P V & P Farm LLC
a Mississippi Limited Liability Company
P.O. Box 180731
Richland, MS 39218
(601) 608-8293

Return To:
Pilger Title Co.
1406 Bienville Blvd.,
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
Brandi Bosarge
2012 Magazine St.
Ocean Springs, MS 39564
(228) 261-1559

File No. O236008N

INDEXING INSTRUCTIONS: A parcel of land situated in Sec. 17, T7S, R7W, 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, **P V & P Farm LLC, a Mississippi Limited Liability Company**, does hereby sell, convey and warrant unto **Brandi Bosarge**, 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:

That certain parcel of land being situated in Section 17, Township 7 South, Range 7 West, Jackson County, MS also being known as Tract 64 in the unrecorded Plat in Fountainbleau Acres, being more particularly described as follows: The East Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 17, Township 7 South, Range 7 West, Jackson County, Mississippi.

This being the same property as that conveyed to P V & P Farm LLC, a Mississippi Limited Liability Company, by instrument recorded Deed Book 1934, at Page 612, 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(s) quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s). 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.

WITNESS MY SIGNATURE, on this the 16 day of October, 2023.

P V & P Farm LLC
a Mississippi Limited Liability Company

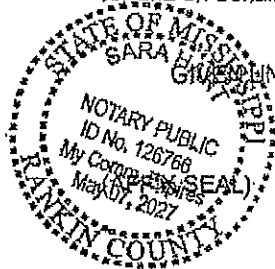


Pertis B. Watts
By: Pertis B. Watts, Sole Member

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Pertis B. Watts**, the **Sole Member of P V & P Farm LLC, a Mississippi Limited Liability Company**, 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, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.



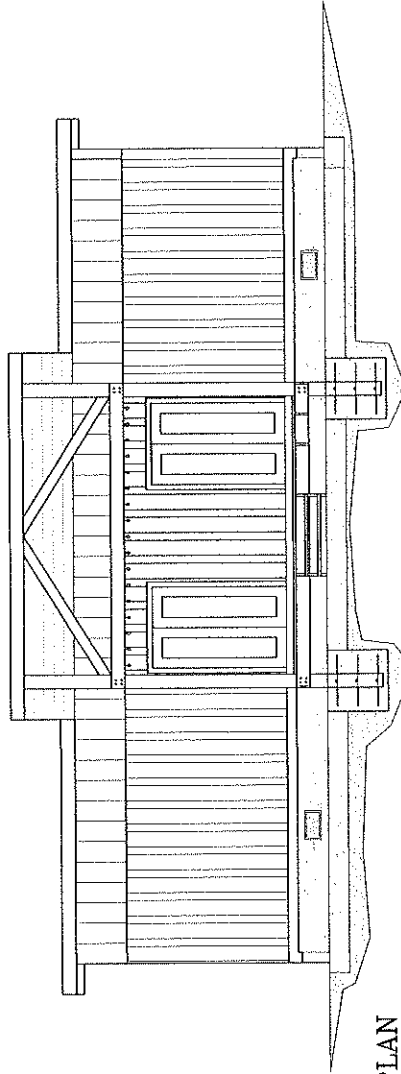
GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 16 day of October, 2023.

Sara L. Hester
NOTARY PUBLIC

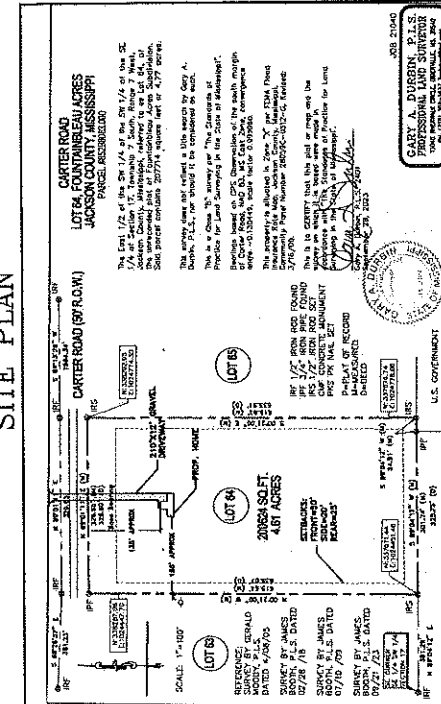
My commission expires: 5-7-2027

NEW HOUSE: BRANDI BOSARGE

0 CARTER ROAD
 PIDN 85298083.000
 JACKSON COUNTY, MS 39564

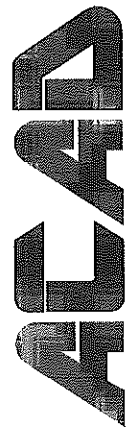


SITE PLAN

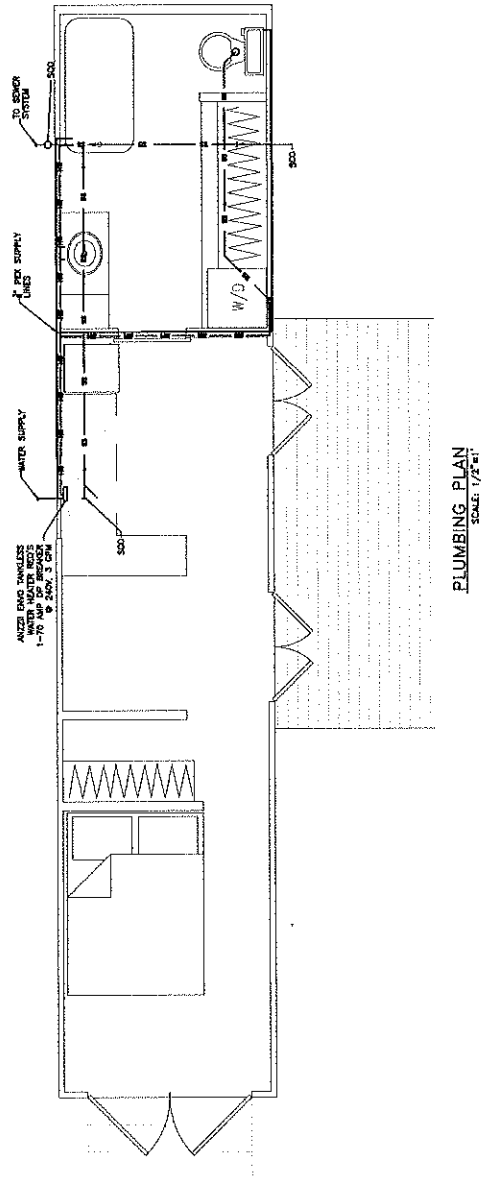


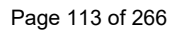
SHEET INDEX

TITLE SHEET & SITE PLAN	T1
FOUNDATION & FLOOR PLAN	S1
ELECTRICAL, MECHANICAL & ELECTRICAL PLANS	U1
ELEVATIONS	A1



1979 BAYSIDE DR - BILOXI, MS 39532
 PH: 228-437-7533
 JASON.ACAD@GMAIL.COM
 CIVIL ENGINEERING & CONSTRUCTION SERVICES





85298083.000 P V & P FARM LLC

PIDN: 85298083.000

GISP: 774.17-00-0107.00

Owner Information

Percent of Ownership: 100

Name: P V & P FARM LLC

Name 2:

Mailing Address: P O BOX 180731

RICHLAND MS

39218

Site Address: CARTER RD GAUTIER

Land Information

Section: 17

Acreage: 0

Township: 7

Range: 7

Street Name CARTER
RD

Value and Tax Information

Total Assessed Value: 5694

Total Appraised Value: 37960

Improvement Value: 0

Land Value: 37960

Tax Amount: 842

SQ FT: 0

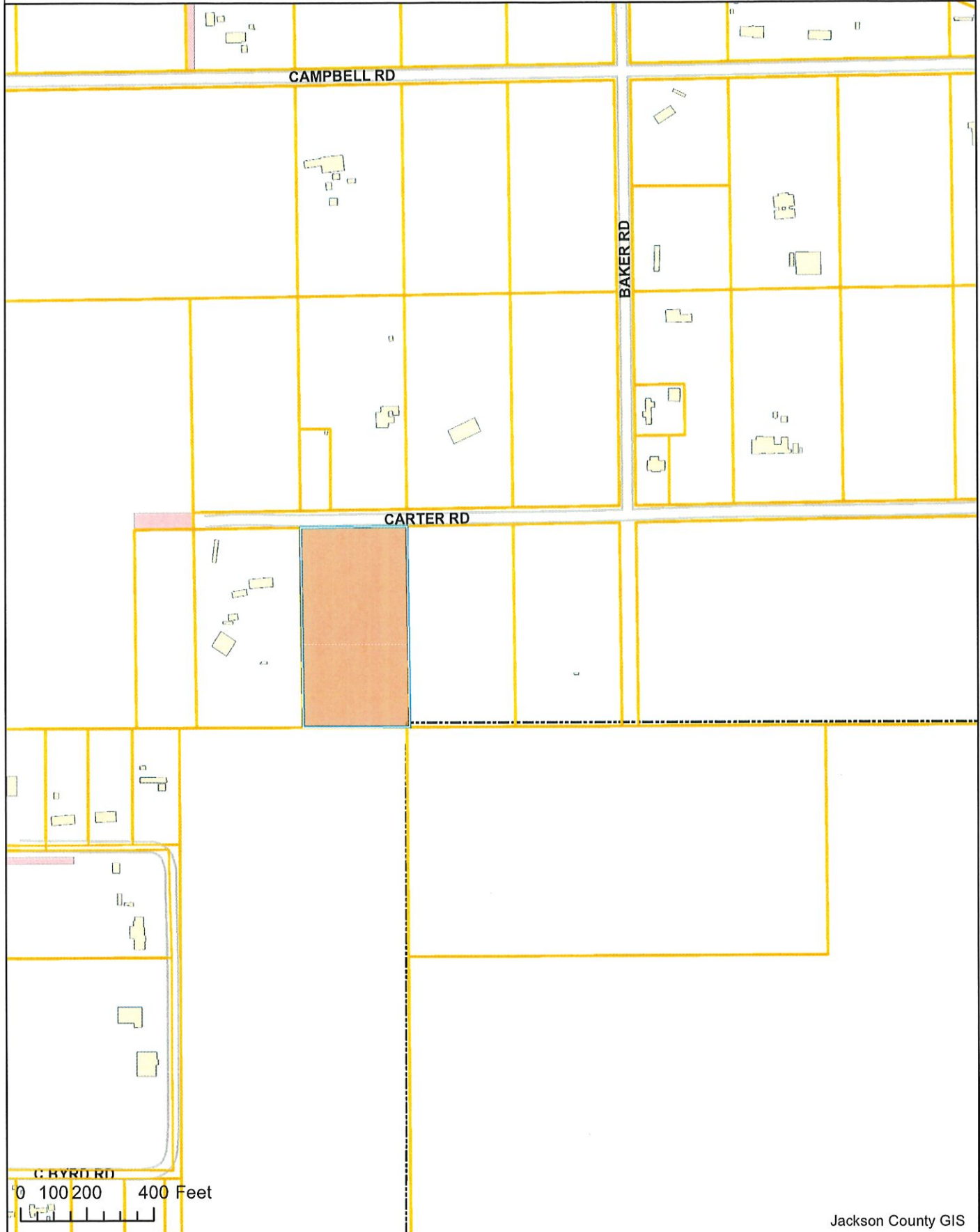
Year Built: 0

Legal Description

Description: LOT 64 FOUNTAINEBLEAU ACRES (E1/
2 SW1/4 SW1/4 SE1/4) DB 1934-612
(107 MAP774.17)

Deed Book / Page: 1934 / 612

85298083.000 P V & P FARM LLC



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

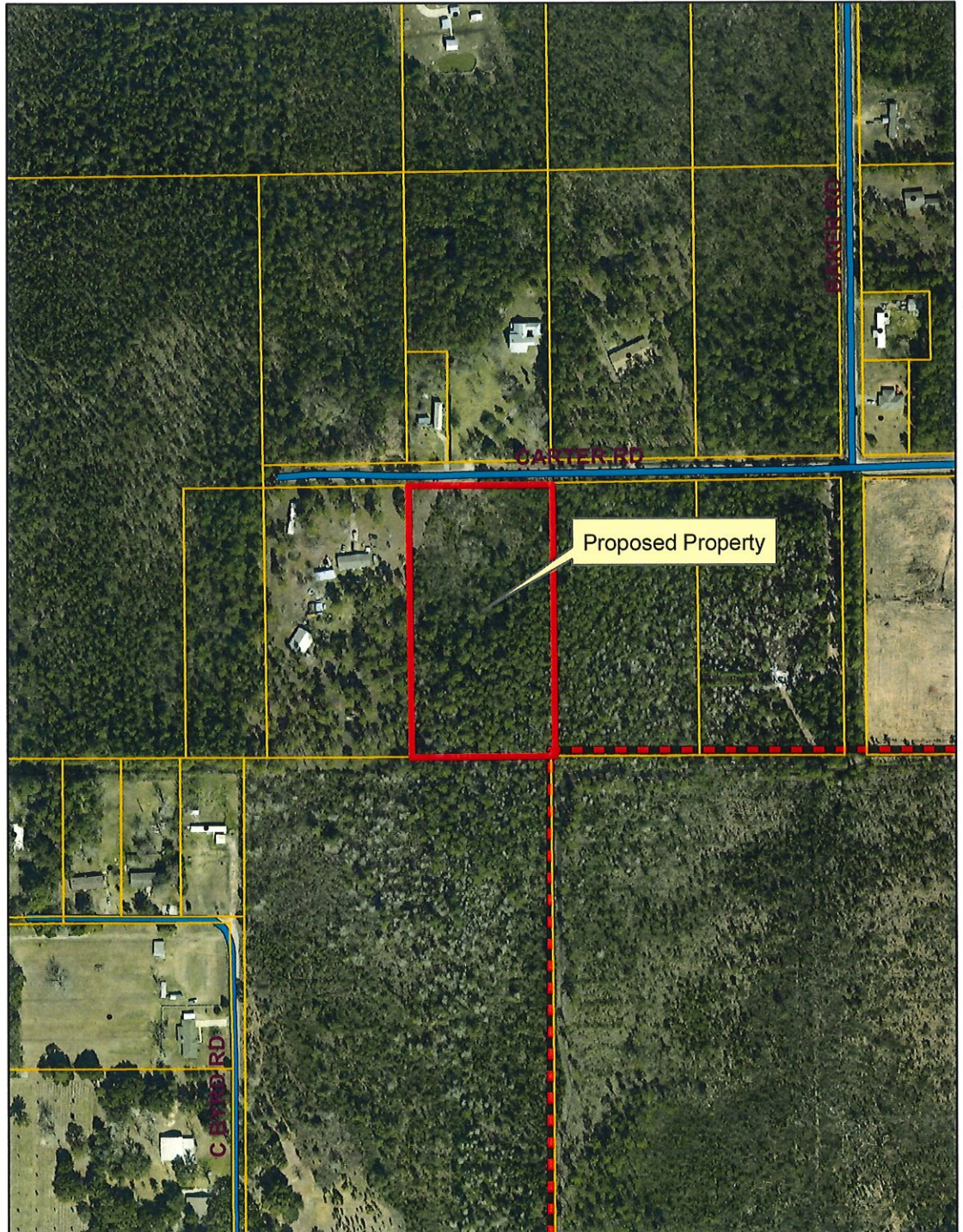


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

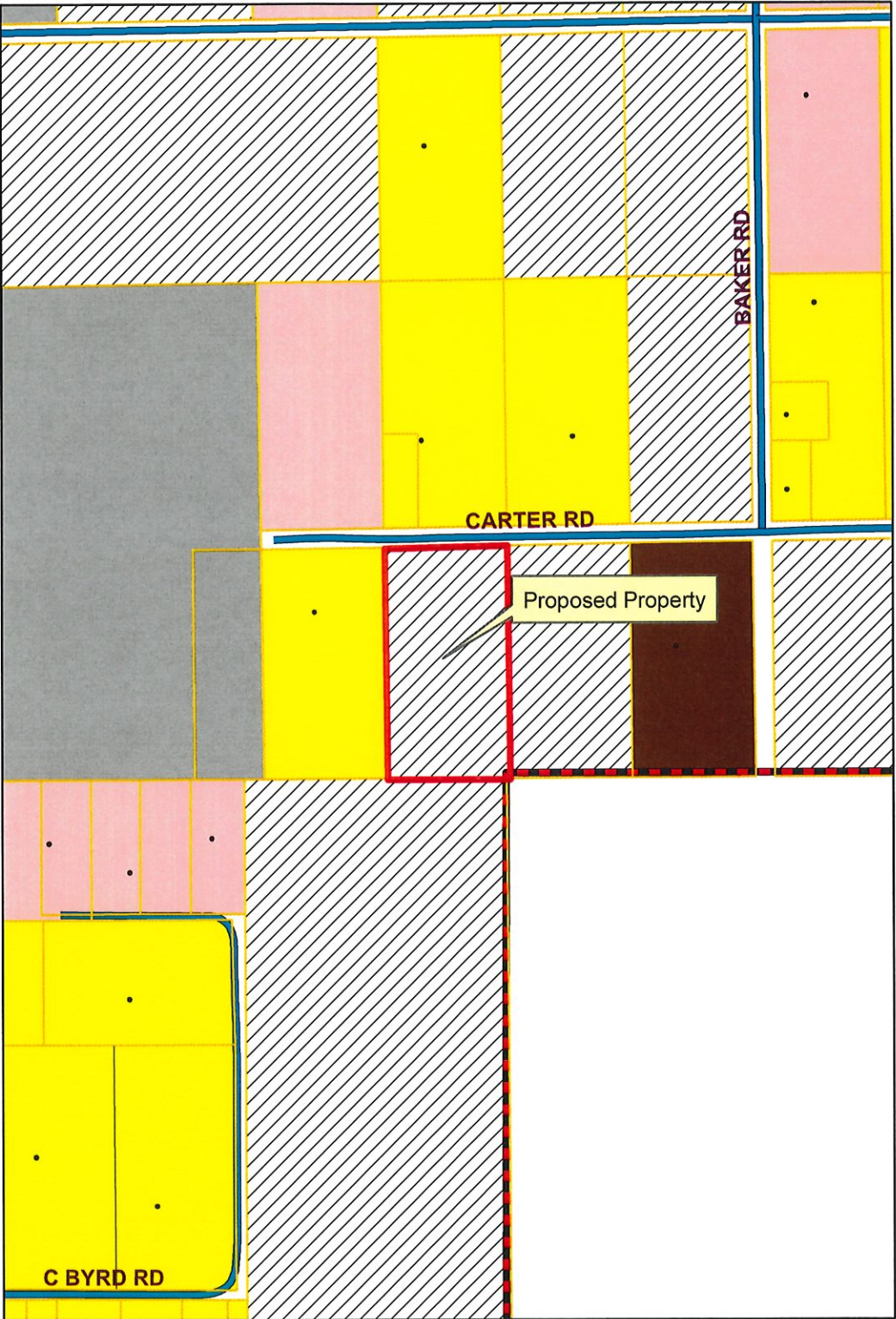


Exhibit D Future Land-Use

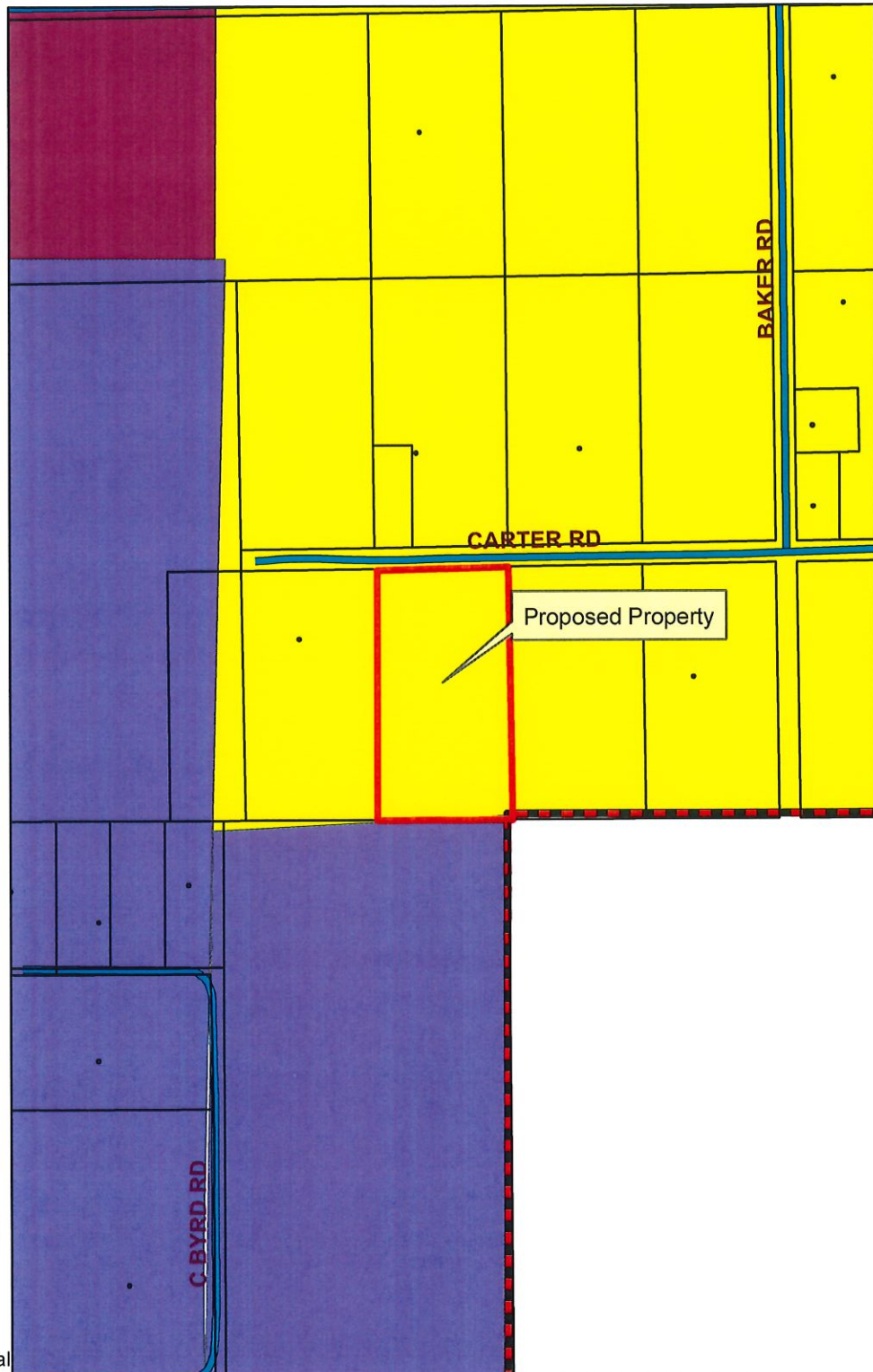
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:
Title:

December 19, 2023
Consideration for a Property Owner initiated Rezoning of Property from R-2 High Density Multi-Family Residential to AG Agricultural, located at C Byrd Road. (GPC #23-36-RZ)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a Property Owner initiated Rezoning of Property from R-2 High Density Multi-Family Residential to AG Agricultural, located at C Byrd Road. (GPC #23-36-RZ) .

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	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDINANCE NUMBER 000-2023

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF PROPERTY KNOWN AS C BYRD ROAD FROM A R-2 HIGH DENSITY MULTI FAMILY RESIDENTIAL TO AG AGRICULTURAL; GENERALLY DESCRIBED AS PID #82420020.000; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a rezoning (is or is not) necessary. A public hearing was held before the Gautier Planning Commission on December 7, 2023, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the Property to AG Agricultural .

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID #82420020.00, which located at C Byrd Road, Gautier, MS, is hereby rezoned AG Agricultural.

SECTION 3. FINDINGS OF FACT.

The City Council finds that there was a mistake in the original zoning and that the property should be zoned AG Agricultural.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from R-2 High Density Multi Family Residential to AG Agricultural for the property identified as Jackson County Parcel No. 82420020.000.

SECTION 5. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

Codification Instructions: Not Codified.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/13/2023
Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at C Byrd Road, PID #82420020.000, from R-2 High Density Multi-Family Residential to AG Agricultural. (GPC Case No. 23-36-RZ)

REQUEST:

The Planning Department has received a request from Roxanna Borries for a Rezoning of property known as C Byrd Road, PID #82420020.000 from R-2 High Density Multi-Family Residential to AG Agricultural. The parcel is approximately 30 acres. The application fee of \$300 was paid on October 19, 2023. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: C Byrd Road, PID #82420020.000. (See Exhibit A)
2. Existing Zoning: R-2 High Density Multi-Family Residential. (See Exhibit B)

UDO 5.3.5 R-2, High Density Multi-Family Residential District - Purpose and intent. The purpose of the R-2 District is to provide for resort-style communities offering a full range of living accommodations for Gautier residents. In addition to uses permitted within the R-1A District, this District allows for multi-family developments, residential condominiums, retirement communities and assisted living facilities. Complementary recreational facilities are also permitted and permanent open space and/or recreational facilities are required for new developments within this district.

UDO 5.3.1 AG, Agricultural District - Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment. The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

DATA AND ANALYSIS:

Property requested for Rezoning: C Byrd Road, PID #82420020.000.

Location: Ward 1

Current Zoning of the Request Property: R-2 High Density Multi-Family Residential

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Mixed Use Residential. (See Exhibit D)

Surrounding Zoning: AG Agricultural to the North, South and West, I-2 Industrial also to the West.

HISTORY:

This property is vacant and currently zoned R-2 High Density Multi-Family Residential.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the “Criteria for Approval” from the UDO, if applicable.

1. There was a mistake in the original zoning; **or**
2. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the rezoning based on the evidence presented meets the criteria.

The City Council may:

Approve to Rezone the subject area from R-2 High Density Multi-Family Residential to AG Agricultural or Deny the Rezoning.

ATTACHMENTS:

1. Excerpt GPC Meeting 12.7.23 (#23-36-RZ)
2. Complete Packet 23-36-RZ

Excerpt from December 7, 2023, Planning Commission Meeting:

The Planning Department has received a request for a Property Owner Initiated Rezoning of Property located at C Byrd Road, PID #82420020.000, from R-2 High Density Multi-Family Residential to AG Agricultural. (GPC Case No. 23-36-RZ)

Scott Ankerson, Planning Director, gave a brief overview of the case. His opinion is that this parcel was rezoned as part of the rezoning done in 2010 with the Comprehensive Plan. He said he didn't see why a single parcel would be zoned R-2 in that area which is surrounded by Agricultural zoning. The applicant told him that he wanted to divide the property and build two homes on it. Single-Family homes are not allowed by right in this district. It makes more sense to ask for a rezoning than a Special Exception which goes with the owner. If he got a Special Exception and later decided to sale one of the homes the potential buyer would have to be approved for a new Special Exception which could possibly be denied. With the investment being made in the property the best route would be a rezoning back to Agricultural. A single-family home would be in harmony with the existing area.

Commissioner Ward noted that this was the area where they had seen several mistakes in the zoning over the last several years.

Mr. Ankerson said he felt it would be safe to make the finding that this was a mistake in the zoning. There hasn't been any multi-family built on it since the Comprehensive Plan in 2010 and it is surrounded by Agricultural land.

Mr. Hudson asked if the bird sanctuary land was adjacent to the property.

Mr. Ankerson said it was, but that area is outside Gautier city limits.

At this point **Josh Danos**, City Attorney, recused himself and left the room.

REQUEST:

The Planning Department has received a request from Roxanna Borries for a Rezoning of property known as C Byrd Road, PID #82420020.000 from R-2 High Density Multi-Family Residential to AG Agricultural. The parcel is approximately 30 acres. The application fee of \$300 was paid on October 19, 2023. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare

justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: C Byrd Road, PID #82420020.000. (See Exhibit A)
2. Existing Zoning: R-2 High Density Multi-Family Residential. (See Exhibit B)

UDO 5.3.5 R-2, High Density Multi-Family Residential District - Purpose and intent. The purpose of the R-2 District is to provide for resort-style communities offering a full range of living accommodations for Gautier residents. In addition to uses permitted within the R-1A District, this District allows for multi-family developments, residential condominiums, retirement communities and assisted living facilities. Complementary recreational facilities are also permitted and permanent open space and/or recreational facilities are required for new developments within this district.

*UDO 5.3.1 AG, Agricultural District - Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.
The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.*

DATA AND ANALYSIS:

Property requested for Rezoning: C Byrd Road, PID #82420020.000.

Location: Ward 1

Current Zoning of the Request Property: R-2 High Density Multi-Family Residential

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Mixed Use Residential. (See Exhibit D)

Surrounding Zoning: AG Agricultural to the North, South and West, I-2 Industrial also to the West.

HISTORY:

This property is vacant and currently zoned R-2 High Density Multi-Family Residential.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the “Criteria for Approval” from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

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

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the subject area from R-2 High Density Multi-Family Residential to AG Agricultural or
2. Recommend that City Council deny the Rezoning.

Chairman Jamison asked the applicant to present his case.

Charlie Green, representing the applicant, stated that Jason and Roxanne Borries own the land and they would like their two children to be able to build their homes there. The homes will be valued at more than a half million dollars. They expect to have some of their grandchildren build on the land later. The property is approximately 31 acres and there could possibly be some wetlands on the property.

Clancy Borries, also representing the applicant, came to the podium to answer questions also.

Commissioner Ward asked if the applicant owned any of the property on Carter Road that connects to this property. and how would the property in question be accessed.

Mr. Borries said that the property fronted on C Byrd Road and both houses would have road frontage on C Byrd Road.

Mr. Ankerson stated that according to the Ordinance the lot must have a certain amount of road frontage.

Cherie Yeager-Smith, neighbor at 5600 C Byrd Road, stated that her issue with the property being zoned Agricultural is hunting being allowed on Agricultural property. She said that she live on a residential piece of property and she doesn't want hunting/shooting done next to her property.

Chairman Jamison advised Ms. Yeager-Smith that most of that area was already zoned Agricultural. The other property adjacent was zoned Industrial.

Mr. Ankerson advised that the City Ordinance states that you cannot discharge a gun in city limits. Bow hunting is allowed in any zoning district, however.

Commissioner Hudson told Ms. Yeager-Smith that if she was hearing gunshots someone was violating the law and she should report it.

Ms. Yeager-Smith said there were two new shooting houses on the property now.

Mr. Borries explained that an older gentleman that works for them likes to hunt, but is unable to now, likes to sit up there and watch the wildlife that comes across the property. He does not hunt there though.

Commissioner Davis asked if knowing that it is illegal to discharge a firearm in City limits make her more comfortable about the hunting situation.

Ms. Yeager-Smith stated that she did feel better about the issue.

Commissioner Hudson asked Mr. Ankerson to clarify not being allowed chickens or roosters making noise in the heart of the city but them being allowed in the Agricultural District.

Mr. Ankerson advised that the city has an Animal Control Ordinance that is enforced by the Police Department that allows fowl and livestock. It is not based on zone it is based on the square footage of the property.

Commissioner Ward stated that with the current zoning being R-2 apartments could be built on the property which would basically be multiple dwellings on the property. In his opinion that is not conducive to the characteristics of the neighborhood. Changing the

zoning to Agricultural would be more conducive to the neighborhood which is why it can be said there was a mistake in the zoning.

Willis Budnick, neighbor at 5900 Carter Road, stated he had no objection to the rezoning. He has lived on Carter Road since the 1990's. He stated that he remembers a lot of people being against the zoning change from AG to R-2 for apartments. One of the reasons being the traffic that it would create in that area. It was his understanding that after looking at the pros and cons the developer decided not to proceed with the apartments.

Commissioner Ward asked Mr. Budnick if he remembered when that was.

Mr. Budnick wasn't sure of the year.

Mr. Ankerson said he wasn't here when it happened, so it had to be at least nine years ago. He has not been able to confirm that this was a separate zoning from the Comprehensive Rezoning in 2010 when a lot of rezoning was done at once. So the Commission should be able to see this case as a mistake in the original zoning.

Ms. Yeager-Smith said she thought it was around 2010.

Commissioner Hudson asked if the applicant would be held to only build the two homes they had talked about or could they build what they wanted to.

Commissioner Ward stated that they will be able to build to City Ordinances, whatever City Ordinances allow.

ACTION TAKEN:

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

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

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

ABSENT: **Chris Hoover**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 7, 2023

GPC #23-36-RZ

Roxanna Borries

C Byrd Road

PID #82420020.000

VII. NEW BUSINESS

3. Consider a request for a Property Owner Initiated Rezoning of Property located at C Byrd Road, PID #82420020.000, from R-2 High Density Multi-Family Residential to AG Agricultural. (GPC Case No. 23-36-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 28, 2023

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at C Byrd Road, PID #82420020.000, from R-2 High Density Multi-Family Residential to AG Agricultural. (GPC Case No. 23-36-RZ)

REQUEST:

The Planning Department has received a request from Roxanna Borries for a Rezoning of property known as C Byrd Road, PID #82420020.000 from R-2 High Density Multi-Family Residential to AG Agricultural. The parcel is approximately 30 acres. The application fee of \$300 was paid on October 19, 2023. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: C Byrd Road, PID #82420020.000. (See Exhibit A)
2. Existing Zoning: R-2 High Density Multi-Family Residential. (See Exhibit B)

UDO 5.3.5 R-2, High Density Multi-Family Residential District - Purpose and intent. The purpose of the R-2 District is to provide for resort-style communities offering a full range of living accommodations for Gautier residents. In addition to uses permitted within the R-1A District, this District allows for multi-family developments, residential condominiums, retirement communities and assisted living facilities. Complementary recreational facilities are also permitted and

permanent open space and/or recreational facilities are required for new developments within this district.

UDO 5.3.1 AG, Agricultural District - Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.

The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

DATA AND ANALYSIS:

Property requested for Rezoning: C Byrd Road, PID #82420020.000.

Location: Ward 1

Current Zoning of the Request Property: R-2 High Density Multi-Family Residential

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Mixed Use Residential. (See Exhibit D)

Surrounding Zoning: AG Agricultural to the North, South and West, I-2 Industrial also to the West.

HISTORY:

This property is vacant and currently zoned R-2 High Density Multi-Family Residential.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

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

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the subject area from R-2 High Density Multi-Family Residential to AG Agricultural or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-36-R2TO BE HEARD BY GAUTIER PLANNING COMMISSION:FEE:

Zoning Change _____

\$301.00

*Includes \$1.00 filing fee per MS Code §25-60-5

Name of Applicant:

Roxanna Burries

Name of Business:

Phone:

228-219-3812

Property Address:

82420020.000 C Byrd
560-5518 C Byrd MS

Mailing Address (if Different):

3018 Jonte Terrace St.
Pascagoula MS 39567

E-Mail Address:

Clincy.JE.Burries@gmail.com

Reason for request, location and intended use of Property:

There was a mistake in originalZoning all surrounding property one AG and R1

ATTACHMENTS REQUIRED AS APPLICABLE:

N/A

1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

✓

2. A detailed project narrative.

MA

3. Copy of protective covenants or deed restrictions, if any.

N/A

4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

-

5. Any other information requested by the Planning Director.

Signature of Applicant:

Roxanna Burries

Date of Application:

10/19/23

FOR OFFICE USE ONLY

Date Received

10/19/23

Verify as Complete

Bahs

Fee Amount Received

301.00

Initials of Employee Receiving Application

Bg

We are Rezoning Due to
Property being zoned R2.
All surrounding property are either
R1 or Ag. We are wanted
to sub divide property to build
a couple homes for family members.

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE: \$ 26.00
MINERAL TAX: \$0.00
202316758
BK: 2135 PG: 279 - 281
08/24/2023 09:56:19 AM 3 PG(S)
Receipt # 19172

Prepared by and Return to:
Island Winds Title Company, LLC
906 Convent Avenue
Pascagoula, MS 39567
Telephone: (228)762-5110
Michael L. Fondren, Attorney at Law, Bar # 8941
Katy E. Boyer-Langston, Attorney at Law, Bar # 104333
James C. Fondren, Attorney at Law, Bar # 106478
Our File # 23-981

Indexing: Section 20, Township 7 South, Range 7 West

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, We/I

Eternity Development, LLC, A Mississippi Limited Liability Company,
5500 Ritcher Road, Ocean Springs, MS 39564, (228) 990-6641

do hereby sell, convey and warrant unto

Roxanna Borries and Jason Borries
16701 Highway 57, Vancleave, MS 39565 (228) 219-0319

As Joint Tenants with Rights of Survivorship, Not as Tenants in Common, that certain parcel of land situated in Jackson County, Mississippi, being more particularly described as follows, to-wit:

All of the West one-half of the Northwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 20, Township 7 South, Range 7 West, Jackson County, Mississippi, being 30 acres, more or less. Further being identified as part of the same property conveyed to H.C. Applegate per instrument dated December 15, 1936 and filed of record in Deed Book 69, Page 504 and to W.E. Applegate per instrument dated November 4, 1944, and filed of record in Deed Book 87, Page 575, Land Deed Records of Jackson County, Mississippi. Further being identified as the same parcel of property conveyed to Terra Firma, LLC per Quitclaim Deeds of record in Deed Book 1377, Pages 116-139 and Deed Book 1377, Pages 144-146, Land Deed Records of Jackson County, Mississippi.

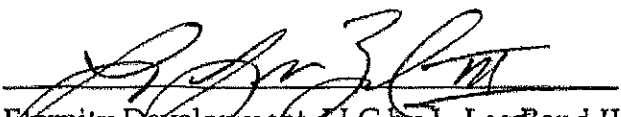
Parcel #82420020.000

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

This conveyance is made subject to the reservation of all oil, gas and minerals of record in the office of the Chancery Clerk of Jackson County, Mississippi.

It is agreed and acknowledged that the ad valorem taxes for the current year are prorated as of the date of this conveyance upon an estimated basis and are assumed by the Grantee(s) herein. When said taxes are actually determined, the Grantor(s) agree to pay the amount of any deficit due and the Grantee(s) agree to pay the Grantor(s) the amount of any excess paid, based on actual prorations.

WITNESS MY/OUR SIGNATURE, this the 23 day of August, 2023.


Eternity Development, LLC by L. Lee Bond III
Its Managing Member

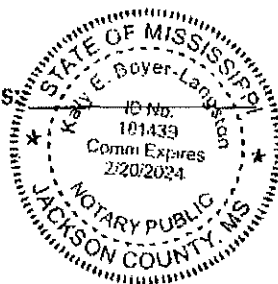
STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 23 day of August, 2023, within my jurisdiction, the within named L. Lee Bond III, who acknowledged to me that he/she is Managing-Member of Eternity Development, LLC a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company and as the act and deed of said limited liability company, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal, this the 23 day of August, 2023.

Whitney E. Boyer-Larson
Notary Public

My Commission Expires:
File #23-981



82420020.000 ETERNITY DEVELOPMENT LLC

PIDN: 82420020.000

GISP: 774.20-00-0017.00

Owner Information

Percent of Ownership: 100

Name: ETERNITY DEVELOPMENT LLC

Name 2:

Mailing Address: 5500 RITCHER RD
OCEAN SPRINGS MS
39564

Site Address: C BYRD RD GAUTIER

Land Information

Section: 20 Acreage: 30

Township: 7

Range: 7

Street Name C BYRD
RD

Value and Tax Information

Total Assessed Value: 450

Total Appraised Value: 3000

Improvement Value: 0

Land Value: 3000

Tax Amount: 67

SQ FT: 0

Year Built: 0

Legal Description

Description: W1/2 NW1/4 NE1/4 & NW1/4 SW1/4 N
E1/4 DB 1386-169 (17 MAP774.20)

Deed Book / Page: 1386 / 169

82420020.000 ETERNITY DEVELOPMENT LLC

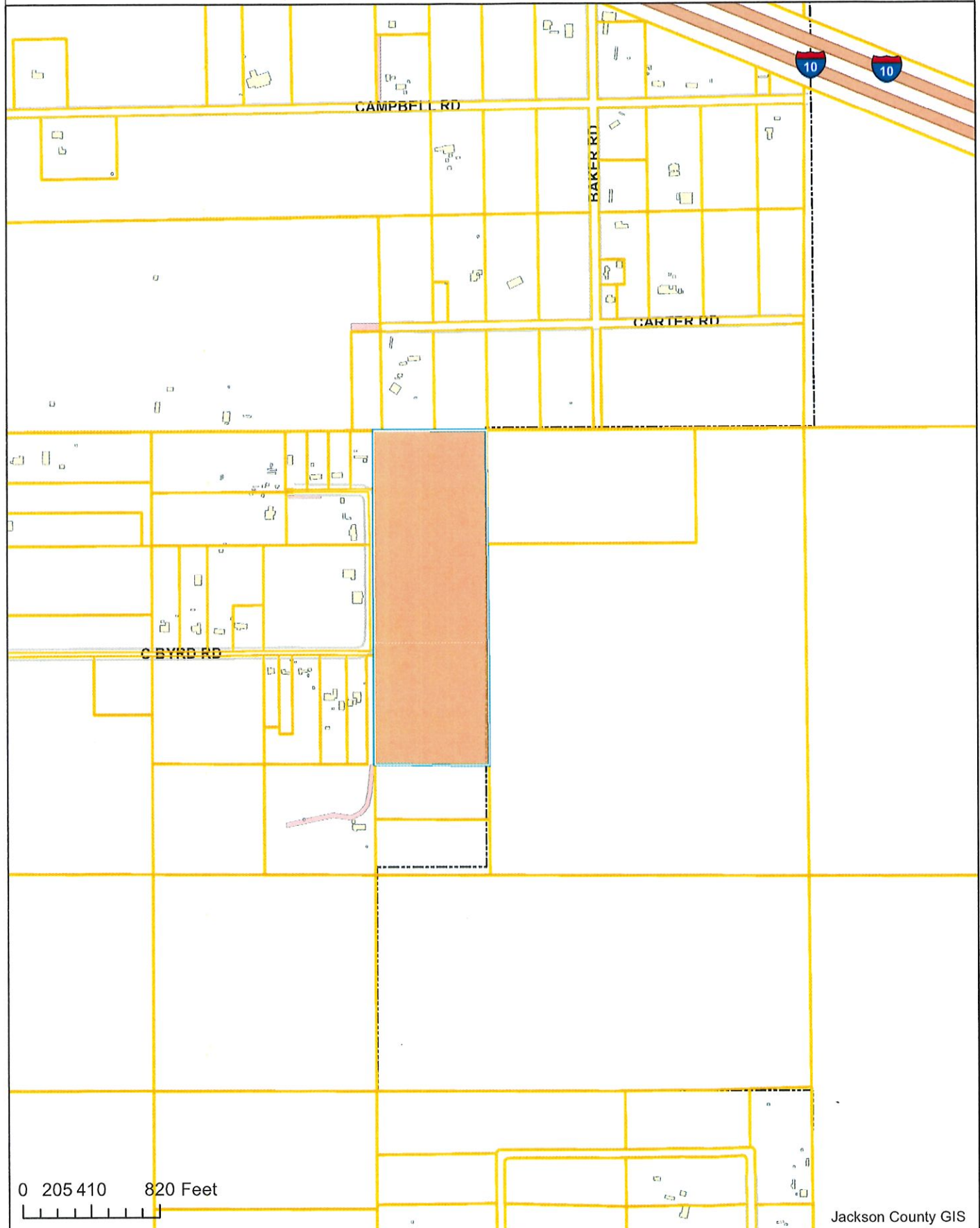


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

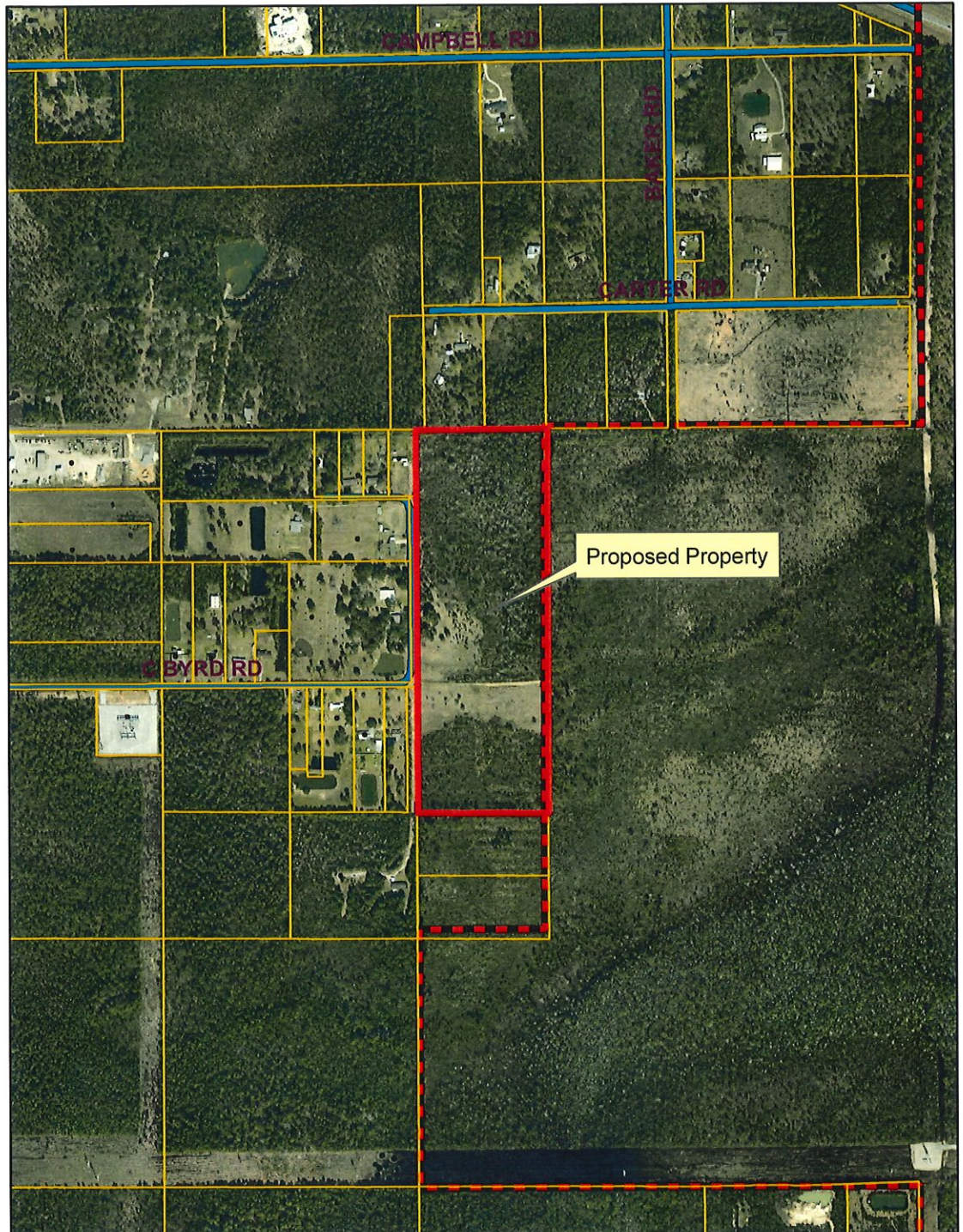


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

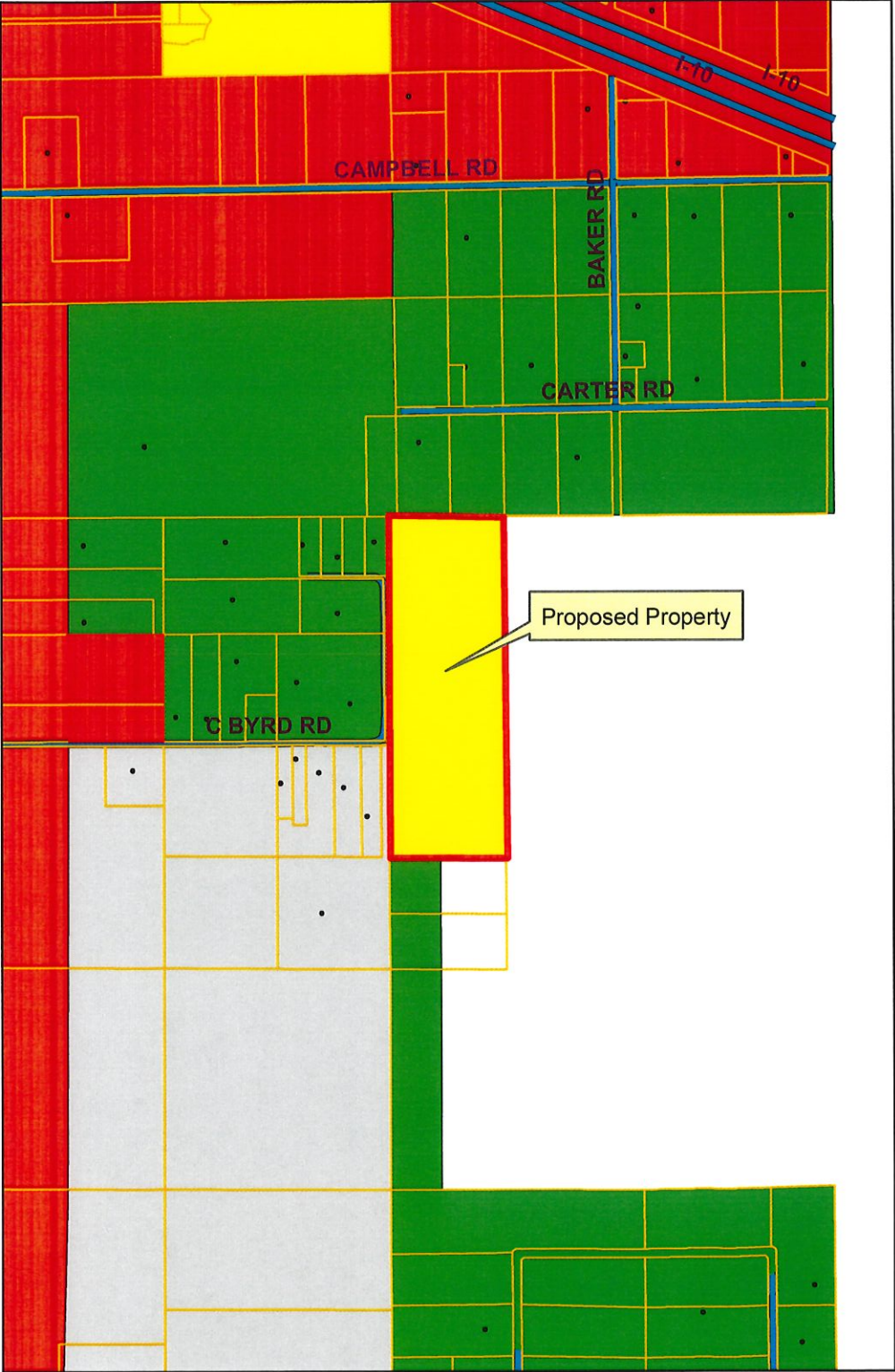


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE ELU_08

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

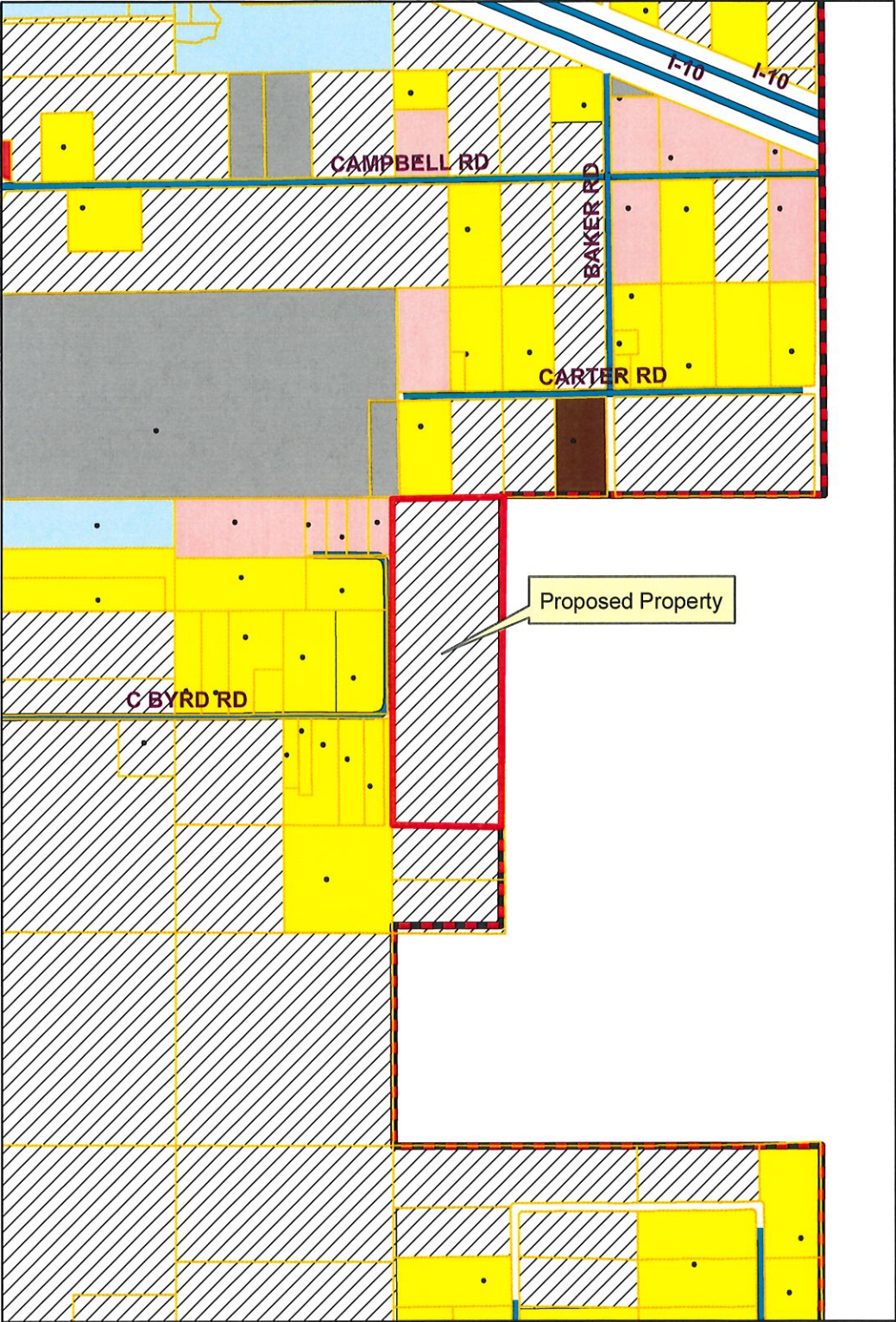


Exhibit D Future Land-Use

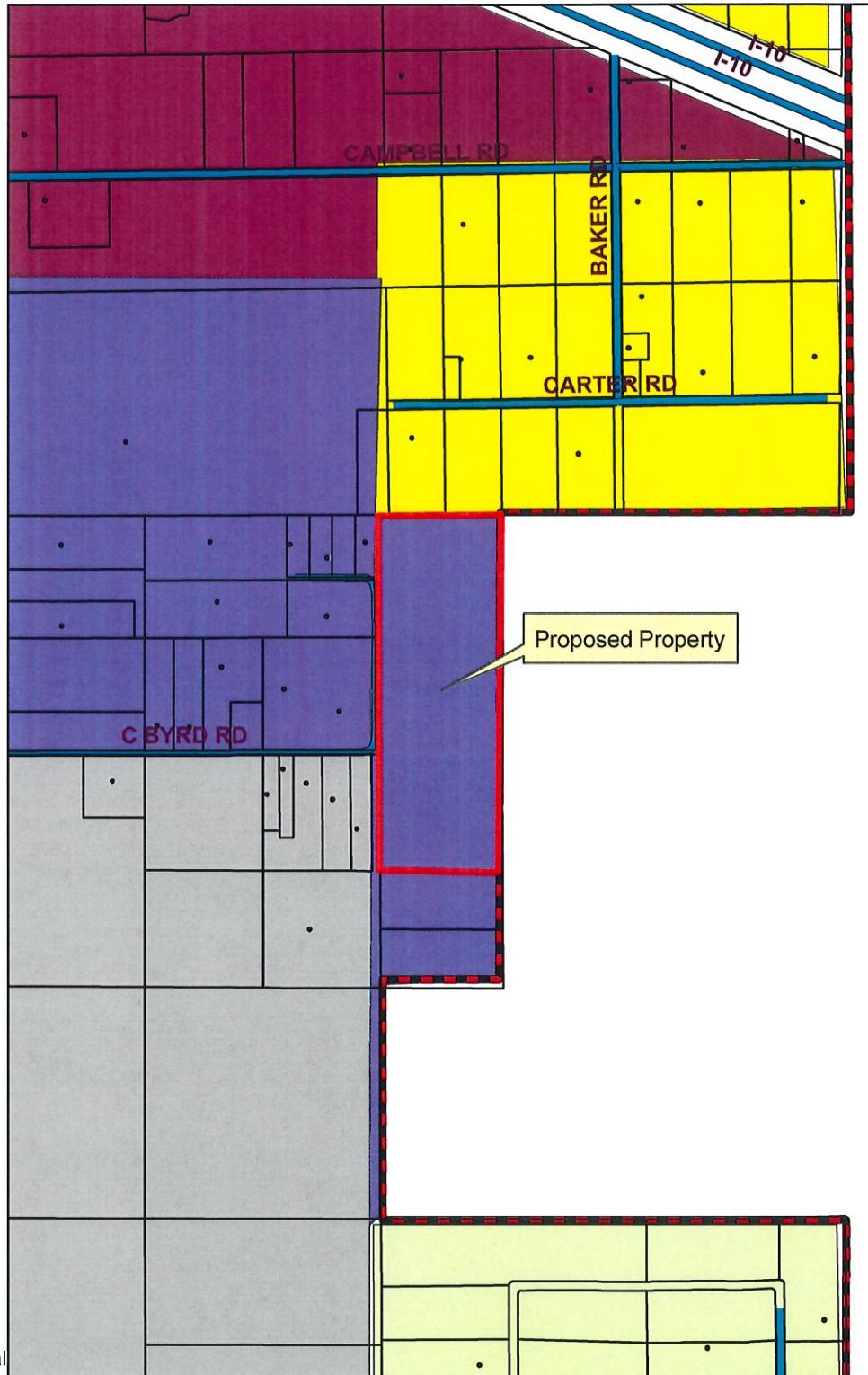
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:

December 19, 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 19, 2023.

Docket of Claims
Release date from 12/19/2023 thru 12/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEVELOPMENT AUTHORITY Account Number 001-680-830	240470	12/19/2023	11/28/2023	Description ANNUAL PMT: 12-192-CP-1	Invoice # GMS: 50758	Date 12/01/2024	P.O. 46,323.96 Amount 46,323.96
001	BORDIS & DANOS PLLC Account Number 001-060-602 001-060-602	240559	12/19/2023	12/01/2023	Description DEC 2023 RETAINER LITIGATION: GULF BREEZE CONS	Invoice # 126 126	Date 12/01/2023 12/01/2023	P.O. 15,655.20 Amount 11,250.00 4,405.20
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	240560	12/19/2023	12/04/2023	Description NOV 2023 4254VNBSY	Invoice # 3094829998	Date 11/30/2023	P.O. 127.30 Amount 127.30
001	WASTE PRO - GAUTIER Account Number 001-170-698 001-170-698	240585	12/19/2023	12/07/2023	Description FRAZIER PORT O LET BACOT PORT O LET(2)	Invoice # 0001351890 0001351919	Date 11/30/2023 11/30/2023	P.O. 285.00 Amount 35.00 250.00
001	46 ENTERTAINMENT INC Account Number 001-021-688	240586	12/19/2023	12/07/2023	Description CONSULTANT SERVICES	Invoice # 1994	Date 12/05/2023	P.O. 6,500.00 Amount 6,500.00
001	DIRECTV LLC Account Number 001-161-698	240587	12/19/2023	12/07/2023	Description WEST STN: 022727663 (JAN)	Invoice # X231214	Date 12/14/2023	P.O. 175.00 Amount 175.00
001	PITNEY BOWES INC PURCHASE POWER Account Number 001-092-607	240588	12/19/2023	12/07/2023	Description POSTAGE METER #6095325	Invoice # 0434-6213	Date 11/20/2023	P.O. 1,200.00 Amount 1,200.00
001	SKELLY'S SPECIALTY ENGRAVING LLC Account Number 001-092-559	240589	12/19/2023	12/07/2023	Description VTT 4X8 PAVER: JENSON	Invoice # 363	Date 12/04/2023	P.O. 85.68 Amount 85.68
001	BIENVILLE ANIMAL MEDICAL CENTER Account Number 001-100-514	240595	12/19/2023	12/07/2023	Description WELLNESS CK;VAX;MEDS: SEFI	Invoice # 2168705	Date 11/15/2023	P.O. 104.00 Amount 104.00
001	AUTOZONE INC Account Number 001-161-638 001-161-638 001-161-638	240596	12/19/2023	12/07/2023	Description 3M WAX & TAR REMVR RENTAL: BEARING SEPARATOR CTA RTN CR: BEARING SEPARATOR CTA	Invoice # 4907501388 4907501388 4907501388	Date 11/30/2023 11/30/2023 11/30/2023	P.O. 13.01 Amount 13.01 49.00 -49.00
001	AIRGAS USA LLC Account Number 001-205-588	240603	12/19/2023	12/08/2023	Description CYLINDER RENTAL	Invoice # 5503959897	Date 11/30/2023	P.O. 341.20 Amount 341.20

Docket of Claims
Release date from 12/19/2023 thru 12/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	240604	12/19/2023	12/08/2023			832.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-559	HYDRAULIC OIL (2)	310106	11/07/2023			99.90	
	001-100-570	OIL FILTER (12): PD UNITS	310147	11/09/2023			24.00	
	001-100-570	WIPER BLADE (10): PD UNITS	310274	11/15/2023			125.00	
	001-100-570	WIPER BLADE (10): PD UNITS	310291	11/15/2023			125.00	
	001-100-570	WIPER BLADE (10): PD UNITS	310281	11/15/2023			125.00	
	001-170-639	WIRE CONNECTORS: REC SHOP	310311	11/16/2023			3.40	
	001-161-638	CAB LIFT MOTOR: ENG 3	310470	11/22/2023			190.47	
	001-205-639	HYD HOSE (2): FORKLIFT	310521	11/28/2023			139.25	
001	STEINER SAW & MOWER	240605	12/19/2023	12/08/2023			87.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	MS 250 (3): CHAINSAWS	081238	11/17/2023			72.00	
	001-170-639	12" CHAIN: CHAINSAW	081238	11/17/2023			15.00	
001	PASCAGOULA TIRE & SERVICE INC	240606	12/19/2023	12/08/2023			140.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	FS FIREHAWK PURSUIT(1): 12406	114697	11/17/2023			118.01	
	001-100-638	INSTALL PKG: #12406	114697	11/17/2023			22.50	
001	HENZE ENTERPRISES INC	240609	12/19/2023	12/08/2023			160.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	4 CY RAP: MBLUFF POTHOLE	32529	12/01/2023			160.00	
001	LOWES HOME CENTERS INC	240610	12/19/2023	12/11/2023			2,853.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-616	SUPPLIES: BELK SIGN REPAIR	991772	10/25/2023			24.66	
	001-092-616	SUPPLIES: BELK SIGN REPAIR	901225	10/25/2023			11.39	
	001-205-559	DW 14 PC DRILL BIT SET	901360	10/26/2023			9.49	
	001-161-559	4CT PIC HNDR; GAIN DETERGENT	995141	10/27/2023			24.74	
	001-205-635	LTX GLOVE; 2PK 32W 4'FL BULB	901249	10/30/2023			14.70	
	001-205-559	8MM SS MET HEX NUT 5CT	901225	10/30/2023			3.79	
	001-092-559	10PK WIRE CONN RED	901682	11/01/2023			4.90	
	001-205-560	ELEC BX,CVR(3);OD LT SENSR(3)	901659	11/01/2023			81.33	
	001-170-513	SUPPLIES: 10 CHRISTMAS TREES	975844	11/02/2023			188.76	
	001-170-559	3M FLT TEMPLE SFTY GLASSES	901831	11/02/2023			10.15	
	001-092-635	12PK GE 32W FL BULBS: CHALL	901039	11/03/2023			59.84	
	001-092-520	2CY RED MULCH (140): CHALL	983469	11/06/2023			529.20	
	001-092-520	2CY RED MULCH (30): CHALL	985445	11/07/2023			113.40	
	001-170-513	4PK TIE DWN;QT ACETONE;CLTHS	960979	11/07/2023			46.49	
	001-161-559	3M RIGID HVAC FOIL TAPE	901135	11/08/2023			22.79	
	001-205-639	REPR SCAFFOLDING: BLDG MAINT	996088	11/13/2023			762.40	
	001-170-559	12V BATTERY; 2'X 3' DOOR MAT	901537	11/14/2023			44.13	
	001-205-560	1.5 BEVELED PLY WASHER	999335	11/15/2023			2.55	
	001-161-559	NIAGARA 32PK (60)	999444	11/15/2023			360.80	
	001-170-559	3M EARMUFF; LTHR GLOVE: REC	960101	11/16/2023			34.64	
	001-205-559	PURDY 2.5 PRO TRIM BRUSH	901848	11/20/2023			18.03	
	001-205-635	12OZ DR/WINDW FOAM INS: SHOP	901848	11/20/2023			5.97	
	001-170-559	8" ZIP TIES 1000 PK: BANNERS	960165	11/21/2023			28.49	

Docket of Claims
Release date from 12/19/2023 thru 12/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	240610	12/19/2023	12/11/2023			2,853.51	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	3W OD ADPT(2); ZIP TIE 100PK		960171	11/21/2023			45.71
	001-170-513	75' OD EXT CORD(10): LTS/LAGN		960171	11/21/2023			208.80
	001-170-513	8" GALV SPIKE(120): LTS/LAGN		960171	11/21/2023			76.80
	001-161-631	DW USB A CABLE: FD CHIEF		901344	11/22/2023			18.99
	001-205-559	2" CHIP BRUSH (5)		901313	11/22/2023			7.50
	001-161-635	2PK GE FL BALLAST: CFD		901590	11/24/2023			33.23
	001-161-635	12PK GE 32W FL BULBS: CFD		901590	11/24/2023			59.84
001	MISSISSIPPI POWER	240613	12/19/2023	12/11/2023			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	NOV 2023 LEASE: BACOT		0796886005	12/05/2023			1,155.00
001	O'REILLY AUTO PARTS	240616	12/19/2023	12/11/2023			1,154.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	RTN CR: TOOL RENTAL V#12744		1978309107	10/30/2023			-75.99
	001-100-570	IN MANIFOLD;EXH MANIFOLD:12400		1978309108	10/30/2023			36.56
	001-100-570	HEAD GSKT(2);HD BOLT(2):12400		1978309108	10/30/2023			89.80
	001-100-570	LOCTITE (2): PD UNITS		1978309110	10/30/2023			50.38
	001-161-638	FLARE NUT FITTING: R-51		1978309138	10/30/2023			4.69
	001-170-639	11 OZ PENETRANT (2): REC DEPT		1978309149	10/30/2023			21.98
	001-170-639	6' 320# ROLL: REC DEPT		1978309166	10/30/2023			4.21
	001-100-570	IDLER PULLEY: V# 12458		1978309166	11/01/2023			15.01
	001-100-570	IDLER PULLEY: V# 12459		1978309351	11/01/2023			15.01
	001-100-570	TMG CVR GSK;ENG PAINT: 12400		1978309472	11/02/2023			50.71
	001-161-638	WHL BRG DUST CAP: 15577		1978309852	11/06/2023			6.56
	001-100-570	WTR PUMP;THERMOSTAT: 12400		1978309988	11/07/2023			107.02
	001-100-570	SYL CAPSULE;BRKLT SWTCH: PD		1978310008	11/07/2023			34.96
	001-100-570	WINDOW REG ASSY: 14435		1978310072	11/08/2023			127.24
	001-100-570	BRK PADS;ROTOR (2): 19684		1978310123	11/08/2023			119.99
	001-100-570	SYL CAPSULE: U# 64		1978310325	11/10/2023			28.82
	001-161-638	CORE RTN-BRK CALIPER: R-51		1978310605	11/13/2023			-40.00
	001-205-570	RTN CR - ENG MNT: FOCUS		1978310633	11/13/2023			-19.66
	001-205-570	TRANSMISSION MNT: FOCUS		1978310633	11/13/2023			18.84
	001-100-570	SYL CAPSULE(3): PD UNITS		1978310667	11/13/2023			13.44
	001-100-570	VLV COVER SET: #12400		1978310698	11/14/2023			33.50
	001-170-638	WPR BLADE(2);AIR FLTR: CARAVAN		1978310707	11/14/2023			41.55
	001-170-638	OIL FILTER; 6QT OIL: CARAVAN		1978310707	11/14/2023			32.73
	001-170-638	WPR BLADE: DODGE CARAVAN		1978310708	11/14/2023			4.50
	001-100-570	PCV VALVE: 16223		1978310708	11/15/2023			28.71
	001-100-570	OIL FLTR (2): PD UNITS		1978310902	11/16/2023			3.38
	001-100-570	RTN CR-INT MANIFOLD: 12400		1978310939	11/16/2023			-9.93
	001-100-570	ANTIFRZ; WPR BLADE(2): 17768		1978311336	11/20/2023			43.37
	001-100-570	BRK ROTOR (2);BRK PADS: 17768		1978311336	11/20/2023			119.99
	001-100-570	ENGINE MNT (2): 19688		1978311410	11/21/2023			86.08
	001-100-570	BATTERY; CORE CHG: 11882		1978311859	11/27/2023			161.46
001	CINTAS CORPORATION	240618	12/19/2023	12/12/2023			672.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	NOV 01 2023 MAINT		4172528122	11/01/2023			134.42
	001-205-535	NOV 08 2023 MAINT		4173241143	11/08/2023			134.42
	001-205-535	NOV 14 2023 MAINT		4173827033	11/14/2023			134.42

Docket of Claims
Release date from 12/19/2023 thru 12/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION	240618	12/19/2023	12/12/2023			672.10	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	NOV 21 2023 MAINT		4174704432	11/21/2023			134.42
	001-205-535	NOV 29 2023 MAINT		4175403488	11/29/2023			134.42
001	HAND LAW FIRM PLLC	240619	12/19/2023	12/12/2023			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: 220511		10-1-2	12/05/2023			250.00
001	MS DEPT OF FINANCE & ADMIN	240620	12/19/2023	12/12/2023			14,259.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2023 COURT ASSESSMENTS		11302023	12/01/2023			14,259.30
001	MS DEPT OF PUBLIC SAFETY	240621	12/19/2023	12/12/2023			989.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2023 SPECIAL ASSESSMENTS		11302023	11/30/2023			989.00
001	MS DEPT OF PUBLIC SAFETY	240622	12/19/2023	12/12/2023			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2023 INTERLOCK FEES		11302023	12/01/2023			250.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	240623	12/19/2023	12/12/2023			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2023 STATE ASSESSMENT		11302023	12/01/2023			500.00
001	JACKSON COUNTY ADULT DETENTION CENTER	240624	12/19/2023	12/12/2023			9,940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	NOV 2023 ADC CHGS		11302023	12/01/2023			9,940.00
001	ACE DATA STORAGE INC	240625	12/19/2023	12/12/2023			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2023 SHREDDING SERVICE		0095500	12/01/2023			105.00
001	TEC	240626	12/19/2023	12/12/2023			162.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1110693	12/01/2023			162.27
001	CATALIS COURTS AND LAND RECORDS LLC	240627	12/19/2023	12/12/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	DEC 2023 COURT SUPPORT		308308649	12/07/2023			1,495.00
001	RJ YOUNG COMPANY LLC	240628	12/19/2023	12/12/2023			224.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV6639840	11/18/2023			216.47
	001-100-699	ADMIN FEE		INV6639840	11/18/2023			8.00
001	SPARKLIGHT	240629	12/19/2023	12/12/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	DEC 2023:SR BLDG#120793682		12012023	12/01/2023			96.73

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001	SPARKLIGHT	240630	12/19/2023	12/12/2023			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DEC 2023:#107571481		12012023	12/01/2023			149.20
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	240631	12/19/2023	12/12/2023			537.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3318406138	12/08/2023			537.54
001	C SPIRE WIRELESS	240632	12/19/2023	12/12/2023			971.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	11/11/2023			489.10
	001-100-605	DATA CARDS (14)		0032680896	11/11/2023			482.72
001	C SPIRE WIRELESS	240633	12/19/2023	12/12/2023			1,245.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	11/30/2023			48.91
	001-021-605	CITY MGR CELL PHONE		0030759348	11/30/2023			48.91
	001-040-605	ADMIN CELL PHONE		0030759348	11/30/2023			83.39
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	11/30/2023			258.59
	001-090-698	IPAD SERVICE (3)		0030759348	11/30/2023			103.44
	001-161-605	FIRE DEPT CELL PHONES		0030756348	11/30/2023			146.73
	001-170-605	RECREATION CELL PHONES		0030756348	11/30/2023			254.41
	001-205-605	MAINT CELL PHONES		0030759348	11/30/2023			153.91
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	11/30/2023			146.73
001	SINGING RIVER ELECTRIC COOPERATIVE	240637	12/19/2023	12/12/2023			113.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		11182023	11/27/2023			81.67
	001-170-631	FITNESS TRAIL 109268001		11182023	11/27/2023			31.67
001	SINGING RIVER ELECTRIC COOPERATIVE	240638	12/19/2023	12/12/2023			366.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		11192023	11/28/2023			205.42
	001-170-631	BACOT SPLASHPAD 103751001		11192023	11/28/2023			31.36
	001-170-631	BACOT UPGRADES 113730001		11192023	11/28/2023			52.79
	001-170-631	BACOT 114484001		11192023	11/28/2023			77.33
001	SINGING RIVER ELECTRIC COOPERATIVE	240639	12/19/2023	12/12/2023			556.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDAABOUT 102311004		11182023	11/27/2023			30.00
	001-201-633	WM PAYNE 100245001		11182023	11/27/2023			66.02
	001-170-631	BACOT LIGHTS 10137		11192023	11/28/2023			328.57
	001-201-629	SIGNAL LIGHTS 10138		11192023	11/28/2023			131.68
001	SINGING RIVER ELECTRIC COOPERATIVE	240640	12/19/2023	12/12/2023			2,421.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		11182023	11/27/2023			1,491.88
	001-201-629	SIGNAL LIGHT 89113001		11182023	11/27/2023			69.56
	001-170-631	CITY PARK RESTRMS 89912001		11182023	11/27/2023			500.21
	001-201-633	STREET LIGHTS 90345002		11182023	11/27/2023			191.17

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001	SINGING RIVER ELECTRIC COOPERATIVE	240640	12/19/2023	12/12/2023			2,421.85	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	RECORDS BLDG 90790001		11182023	11/27/2023			119.23
	001-170-631	FRAZIER RESTRMS 98546001		11182023	11/27/2023			49.80
001	SINGING RIVER ELECTRIC COOPERATIVE	240641	12/19/2023	12/12/2023			863.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		11182023	11/27/2023			73.09
	001-201-633	DOLPHIN ST 94988002		11182023	11/27/2023			66.33
	001-201-633	DOLPHIN ST 94989002		11182023	11/27/2023			47.71
	001-201-633	DOLPHIN ST 94990002		11182023	11/27/2023			676.11
001	AIR MASTERS MECHANICAL INC	240646	12/19/2023	12/12/2023			405.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	SERV CALL: SFD HEATER		SM11369	12/07/2023			202.50
	001-161-635	SERV CALL: CFD FURNACE		SM11373	12/07/2023			202.50
001	FOSTERS A/C & HEATING INC	240648	12/19/2023	12/12/2023			660.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA TUNE UP(6): CITY HALL		P1129932	11/13/2023			660.00
001	COASTAL FIRE AND SAFETY LLC	240651	12/19/2023	12/13/2023			1,732.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FIRE ALARM FACP CERT: CHALL		33935	12/13/2023			200.00
	001-092-698	SPRINKLER INSP/CERT: CHALL		33935	12/13/2023			150.00
	001-100-699	FIRE ALARM FACP CERT: GPD		33935	12/13/2023			300.00
	001-100-699	SPRINKLER INSP/CERT: GPD		33935	12/13/2023			150.00
	001-161-698	FIRE ALARM FACP CERT: WFD		33935	12/13/2023			300.00
	001-161-698	SPRINKLER INSP/CERT: WFD		33935	12/13/2023			150.00
	001-205-639	F-EXT SERV BASE CHG: C BARN		33936	12/13/2023			25.00
	001-205-639	FIRE EXT FE INSP (8)		33936	12/13/2023			24.00
	001-092-639	F-EXT SERV BASE CHG: CHALL		33936	12/13/2023			25.00
	001-092-639	FIRE EXT FE INSP (8)		33936	12/13/2023			24.00
	001-161-639	F-EXT SERV BASE CHG: FD/E5		33936	12/13/2023			25.00
	001-161-639	FIRE EXT FE INSP (7)		33936	12/13/2023			21.00
	001-161-639	FIRE EXT ABC 20# RECHG (2)		33936	12/13/2023			100.00
	001-161-639	FIRE EXT ABC 5# RECHG (3)		33936	12/13/2023			45.00
	001-100-639	F-EXT SERV BASE CHG: GPD		33936	12/13/2023			25.00
	001-100-639	FIRE EXT FE INSP (3)		33936	12/13/2023			9.00
	001-100-639	FIRE EXT ABC 10# 6YR INSP(5)		33936	12/13/2023			70.00
	001-100-639	FIRE EXT ABC 10# RECHG		33936	12/13/2023			30.00
	001-100-639	F-EXT SRV BASE CHG: SUBSTN		33936	12/13/2023			25.00
	001-100-639	FIRE EXT FE INSP		33936	12/13/2023			3.00
	001-170-639	F-EXT SRV BASE CHG: SR CNTR		33936	12/13/2023			25.00
	001-170-639	FIRE EXT FE INSP (2)		33936	12/13/2023			6.00
001	SINGING RIVER ELECTRIC COOPERATIVE	240654	12/19/2023	12/13/2023			75.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	BELK SIGN 97127001		11182023	11/27/2023			75.81

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001	FUELMAN	240656	12/19/2023	12/13/2023			3,892.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP65563631	12/04/2023			33.33	
	001-092-525	UNL FUEL	NP65563631	12/04/2023			32.00	
	001-100-525	UNL FUEL	NP65563631	12/04/2023			2,838.19	
	001-161-525	UNL&DSL FUEL	NP65563631	12/04/2023			567.43	
	001-170-525	UNL&DSL FUEL	NP65563631	12/04/2023			363.61	
	001-205-525	DSL FUEL	NP65563631	12/04/2023			57.87	
001	FUELMAN	240658	12/19/2023	12/13/2023			3,170.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP65596150	12/11/2023			107.39	
	001-092-525	UNL FUEL	NP65596150	12/11/2023			37.94	
	001-100-525	UNL FUEL	NP65596150	12/11/2023			2,283.00	
	001-161-525	UNL&DSL FUEL	NP65596150	12/11/2023			481.53	
	001-170-525	UNL&DSL FUEL	NP65596150	12/11/2023			260.76	
001	SPARKLIGHT	240661	12/19/2023	12/13/2023			71.37	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	DEC 2023:CBL BOX#118476316	12082023	12/07/2023			71.37	
001	SPARKLIGHT	240662	12/19/2023	12/13/2023			136.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	DEC 2023:POLICE 107718371	12082023	12/07/2023			136.51	
001	SOUTHERN PEST CONTROL INC	240663	12/19/2023	12/13/2023			456.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	CITY FACILITIES	171-437077	11/10/2023			456.00	
001	ELAN FINANCIAL SERVICES	240664	12/19/2023	12/13/2023			2,660.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-606	ONEWAY APP: NOV 2023	11032023	11/02/2023			75.00	
	001-092-698	SAMS CLUB MEMBERSHIP FEE	11022023	11/01/2023			110.00	
	001-161-559	RETIREMENT AWARD: R ODOM	11062023	11/05/2023			221.98	
	001-001-615	THROWS/DECOR: CHRISTMAS FLOAT	11062023	11/05/2023			353.32	
	001-201-637	BREAKAWAY CONN KIT (12)	11062023	11/04/2023			661.58	
	001-170-511	SUPPLIES: SR THANKSGIVING	11092023	11/08/2023			175.21	
	001-170-513	SUPPLIES: LTS & LAGNIAPPE	11092023	11/08/2023			90.44	
	001-100-570	FAN ASSY: 2016 CHRGR (2)	11142023	11/13/2023			222.47	
	001-170-511	SUPPLIES: SR THANKSGIVING	11162023	11/15/2023			128.84	
	001-094-704	RENEWAL:ADOBE ACROBAT ALL APP	11282023	11/27/2023			850.00	
	001-040-704	RENEWAL:ADOBE ACROBAT ALL APP	11282023	11/27/2023			254.05	
	001-092-606	ONEWAY APP: DEC 2023	12042023	12/02/2023			75.00	
	001-094-704	REFUND CR: ADOBE PRO	11282023	11/27/2023			-33.84	
	001-094-704	REFUND CR: ADOBE CREATV CLD	11282023	11/27/2023			-511.13	
	001-040-704	REFUND CR: ADOBE	11282023	11/27/2023			-12.69	

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001	CREDIT CARD CENTER	240666	12/19/2023	12/13/2023			765.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	HOTEL-SM TOWN CONF: VAUGHAN		10302023	10/25/2023			238.72
	001-001-681	HOTEL-SM TOWN CONF: JACKSON		10302023	10/25/2023			243.67
	001-100-681	HOTEL-DSPTCH CERT: BRODERICK		11162023	11/14/2023			283.10
001	T-MOBILE USA INC	240667	12/19/2023	12/13/2023			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	TIMING ADVANCE (PH TRACE)		9547888687	10/11/2023			25.00
001	REYNOLDS WHOLESALE CO	240668	12/19/2023	12/13/2023			82.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-511	9X10.75 FOIL SHEETS 500CT		75870	12/05/2023	240176		13.95
	001-170-511	BROWN GEM BAGS 100CT		75870	12/05/2023	240176		30.00
	001-170-511	HEAVY DUTY FOIL 18X500		75870	12/05/2023	240176		38.50
001	ACTION PRINTING CENTER INC	240669	12/19/2023	12/13/2023			288.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-500	#10 REG ENVELOPES (1500)		2386	12/05/2023	240076		288.51
001	MS LAW ENFORCEMENT OFFICER TRAIN ACADEMY	240670	12/19/2023	12/13/2023			4,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CIP CLASS 2024-A: WARD, BRIANNE		90138410	11/20/2023	240174		2,400.00
	001-100-681	CIP CLASS 2024-A: HALL, LEVI		90138417	11/21/2023	240174		2,400.00
001	MS FIRE ACADEMY	240671	12/19/2023	12/13/2023			2,049.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FF 1001-I-II: EDWARD		31536	12/01/2023	231123		500.00
	001-161-681	FF 1001-I-II: DANIEL		31536	12/01/2023	231123		500.00
	001-161-681	VEH EXTRICATN/RESCUE: FREMIN		31553	12/01/2023	231197		400.00
	001-161-681	FIRST TRAINING: HERMES		31600	12/08/2023	231196		365.00
	001-161-681	FF 1001-I-II: DODGEN (BAL)		31523	12/01/2023	230294		284.00
001	C SPIRE WIRELESS	240672	12/19/2023	12/13/2023			39,566.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-706	XR80 5G CA-20 ROUTER (26)		3000848058	12/02/2023	240034		24,258.00
	001-100-706	SIERRA DOME ANTENNA (26)		3000848058	12/02/2023	240034		8,437.00
	001-100-706	A/C PWR ADAPTOR XR80 (2)		3000848058	12/02/2023	240034		188.20
	001-100-706	SW AIRLINK 5YR XR80 (26)		3000848058	12/02/2023	240034		6,683.04
001	MURRAY'S NURSERY	240673	12/19/2023	12/13/2023			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	MUHLI GRASS 3G (15)		6310	12/07/2023	240231		120.00
001	SUNBELT FIRE INC	240674	12/19/2023	12/13/2023			1,465.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	ANNUAL PUMP TEST: ENG 1		00007479	11/30/2023	240177		245.00
	001-161-638	ANNUAL PUMP TEST: ENG 2		00007480	11/30/2023	240177		245.00
	001-161-638	TRAVEL: GAUTIER FIRE DEPT		00007480	11/30/2023	240177		240.00
	001-161-638	ANNUAL PUMP TEST: ENG 3		00007482	11/30/2023	240177		245.00

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001	SUNBELT FIRE INC	240674	12/19/2023	12/13/2023			1,465.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	ANNUAL PUMP TEST: ENG 4		00007481	11/30/2023	240177		245.00
	001-161-638	ANNUAL PUMP TEST: ENG 5		00007483	11/30/2023	240177		245.00
001	HATTIESBURG COMPUTER SUPPLIES INC	240676	12/19/2023	12/13/2023			126.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	W2 FORM (200)		9476	12/04/2023	240167		60.00
	001-040-500	1099 FORM (100)		9476	12/04/2023	240167		44.00
	001-040-500	EST SHIPPING		9476	12/04/2023	240167		22.45
001	PASCAGOULA TIRE & SERVICE INC	240679	12/19/2023	12/13/2023			650.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK PURSUIT (4):#19688		114760	11/20/2023	240059		472.04
	001-100-638	INSTALL PACKAGE: #19688		114760	11/20/2023	240059		98.00
	001-100-638	4 WHEEL ALIGNMENT: #19688		114760	11/20/2023	240059		79.99
001	SUN HERALD ADVERTISING	240682	12/19/2023	12/13/2023			81.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBL NOTICE: GPC #23-34-VAR		225191	11/30/2023	240160		19.80
	001-090-615	PUBL NOTICE: GPC #23-35-VAR		225191	11/30/2023	240160		20.64
	001-090-615	PUBL NOTICE: GPC #23-36-RZ		225191	11/30/2023	240160		21.00
	001-090-615	PUBL NOTICE: GPC #23-37-VAR		225191	11/30/2023	240160		19.56
001	CMI INC	240683	12/19/2023	12/13/2023			154.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	INTXLZR MOUTHPIECE 250PK (2)		8062086	12/05/2023	240092		130.00
	001-100-559	SHIPPING		8062086	12/05/2023	240092		24.63
001	COAST CHEVROLET LLC	240684	12/19/2023	12/13/2023			68.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	PULLEY: U #10636		19137	11/28/2023	240139		29.94
	001-100-570	BELT: U #10636		19137	11/28/2023	240139		38.40
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	240685	12/19/2023	12/13/2023			1,275.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-500	HP64X BLK HY TONER (2)		3553263251	11/25/2023	240169		505.48
	001-010-500	2024 8.5X11 MTHLY APPT BOOK		3553263251	11/25/2023	240169		8.97
	001-010-500	8.5X11 CS COPY PAPER (6)		3553263251	11/25/2023	240169		266.94
	001-010-500	HP05A BLK SY TONER 2PK		3553263251	11/25/2023	240169		167.67
	001-010-500	3X3 STICKY NOTE 18PK		3553263251	11/25/2023	240169		12.01
	001-010-500	MANILA F FOLDER LTR 50PK		3553263251	11/25/2023	240169		20.66
	001-010-500	2000 PLUS RED INK REFILL		3553263251	11/25/2023	240169		4.84
	001-040-500	PENTEL REFILL ERASER 3/PK		3553263251	11/25/2023	240169		1.65
	001-040-500	PENTEL MECHANICAL PENCIL		3553263251	11/25/2023	240169		4.46
	001-040-500	HP962XL BLK HY INK		3553263251	11/25/2023	240169		44.55
	001-040-500	HP962XL 2 BLK/C/M/Y 5PK		3553263251	11/25/2023	240169		172.90
	001-010-500	2024 36X24 WALL CALENDAR		3553604983	11/30/2023	240169		32.98
	001-010-500	CUSTOM PRE-INKED STAMP:COURT		3553604986	11/30/2023	240169		32.20

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001	CITY ELECTRIC SUPPLY CO	240687	12/19/2023	12/13/2023			2,638.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-616	HPS 1000W S52 480V KIT(6)		PAS/091864	11/21/2023	240146		2,190.00
	001-092-616	1000W MOG BASE (6)		PAS/091864	11/21/2023	240146		300.00
	001-092-616	UF-NMCB-12/2-CU-WG-250CN		PAS/091864	11/21/2023	240146		148.95
001	CUPIT SIGNS OF MISSISSIPPI INC	240688	12/19/2023	12/13/2023			30.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	DATE CHG: LTS-LAGN BANNER(5)		36028C	12/05/2023	240193		25.00
	001-170-513	REPAIR GROMMET: BANNER		36028C	12/05/2023	240193		5.00
001	MUNICIPAL EMERGENCY SERVICES INC	240692	12/19/2023	12/13/2023			270.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	PANT;SHORT(5);HOODY: FREMIN		IN1962590	11/14/2023	230737		270.45
001	E AND J TIRE LLC	240693	12/19/2023	12/13/2023			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	TIRE PATCH: RED REC VEH		10323	12/05/2023	240225		25.00
001	AMAZON CAPITAL SERVICE	240694	12/19/2023	12/13/2023			508.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	30W LED FLOOD LIGHT: CHALL		19RJCCP1J	12/04/2023	240178		64.99
	001-092-635	10' GOOSENECK FIXTURE: CHALL		19RJCCP1J	12/04/2023	240178		108.99
	001-092-559	4X6 MISSISSIPPI FLAG: CHALL		11D3Y9RFJ4	12/05/2023	240215		29.98
	001-092-559	8X12 USA FLAG: CHALL		11D3Y9RFJ4	12/05/2023	240215		298.00
	001-092-559	SHIPPING		11D3Y9RFJ4	12/05/2023	240215		6.99
001	BLADES GROUP LLC	240695	12/19/2023	12/13/2023			2,356.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	50LB BAG ROCK ASPHALT (124)		18043246	11/29/2023	240172		2,356.00
001	CANNON PAF LLC	240696	12/19/2023	12/13/2023			409.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-638	SHAFT ASSY B: BLD INSP F150		247037	11/16/2023	240069		185.25
	001-205-638	SHAFT ASSY A: BLD INSP F150		247037	11/16/2023	240069		184.16
	001-100-570	CLIP (2): 2018 FORD XPLS		11282023	11/07/2023	240075		9.14
	001-100-570	OIL PLUG (4): 2019 F150S		11282023	11/07/2023	240075		31.20
001	860 PROPERTY MAINTENANCE	240697	12/19/2023	12/13/2023			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-601	DEMO TRAILER: 2312 DAILEY		INV000230	12/11/2023	240153		2,500.00
001	OCCUPATIONAL HEALTH CENTER INC	240698	12/19/2023	12/13/2023			145.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PHYSICAL: CLIFTON		342859	12/05/2023	240127		75.00
	001-100-604	PRE-EMP COC DRUG SCR: CLIFTON		342859	12/05/2023	240127		70.00

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001	PERKINS TIRE & POLARIS	240700	12/19/2023	12/13/2023			169.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	255/70-17 GY WRANGLER:#10636		9617	11/29/2023	240175		143.94
	001-100-638	INSTALL PKG: #10636		9617	11/29/2023	240175		25.95
001	STEINER SAW & MOWER	240701	12/19/2023	12/13/2023			56.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	STARTER GRIP(2): RESCUE SAWS		081244	11/20/2023	240094		20.00
	001-161-639	6' PULL ROPE(6): RESCUE SAWS		081244	11/20/2023	240094		36.00
001	MOTOROLA INC	240702	12/19/2023	12/13/2023			64,580.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-706	M500 WIFI DOCK #WGB-0703A(11)		8281755771	11/11/2023	240041		60,374.60
	001-100-706	MIKROTIK KIT #WGB-0182A(11)		8281755771	11/11/2023	240041		2,248.40
	001-100-706	VIDEO MANAGER LICENSE FEE		1411045700	11/15/2023	240041		1,957.23
001	COMM-TECH SOLUTIONS INC	240704	12/19/2023	12/14/2023			199.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	CONF PHONE STN: COUNCIL CHMBR		17217	12/13/2023			199.00
FUND TOTAL	1 Claims	to	Checks	77 Total	252,028.99	Manual	Held	Total 252,028.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	PTS SOLUTIONS INC	240689	12/19/2023	12/13/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	INVENTORY MGT SOFTWARE		2023-060	12/05/2023	240219		7,500.00
FUND TOTAL 156 Claims	to	Checks	1 Total	7,500.00	Manual	Held	Total	7,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC	240675	12/19/2023	12/13/2023			13,838.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-702	RRWM-12/20 RED WALL RACK	00007641	12/05/2023	240122		3,083.00	
	160-161-702	RRWM-9/20 RED WALL RACK (2)	00007641	12/05/2023	240122		4,680.00	
	160-161-702	SECURITY OPTION ADDED (30)	00007641	12/05/2023	240122		4,500.00	
	160-161-702	DRY KWIK HANGER OPEN (30)	00007641	12/05/2023	240122		390.00	
	160-161-702	FREIGHT: FD GEAR LOCKERS	00007641	12/05/2023	240122		1,185.79	
FUND TOTAL 160 Claims	to	Checks	1 Total	13,838.79	Manual	Held	Total	13,838.79

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176	BAY ICE COMPANY INC	240590	12/19/2023	12/07/2023			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	NOV 2023 BOX RENTAL		686954	11/30/2023			50.00
176	A 1 TERMITE AND PEST CONTROL	240591	12/19/2023	12/07/2023			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	RENEW-CONTROL ONLY: BTH HOUSE		24909	12/04/2023			180.00
176	LOWES HOME CENTERS INC	240611	12/19/2023	12/11/2023			366.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	80 LB OKRETE (20): SIGNS		974151	11/01/2023			94.60
	176-170-559	35LB WALL HOOK(2); CLR REMVR		901920	11/02/2023			31.30
	176-170-635	1X6X8 SYP (5): LOG CABIN DRS		970990	11/16/2023			97.30
	176-170-635	1X4X8 SYP: LOG CABIN DRS		970990	11/16/2023			10.15
	176-170-635	2X4X8 TRTD #2 (13): LCABN DRS		901882	11/16/2023			52.39
	176-170-635	1" NAILS 358 CNT: LCABIN DRS		971738	11/17/2023			3.78
	176-170-635	.75"X8" MOLDING(5): LCABN DRS		971738	11/17/2023			33.15
	176-170-586	MOTION SENSOR(2): SSP LIGHTS		979827	11/21/2023			43.66
176	C SPIRE WIRELESS	240634	12/19/2023	12/12/2023			53.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	11/30/2023			53.09
176	SINGING RIVER ELECTRIC COOPERATIVE	240642	12/19/2023	12/12/2023			2,410.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		11192023	11/28/2023			1,943.62
	176-170-631	HOUSE 76855002		11192023	11/28/2023			55.12
	176-170-631	SSP WELCOME CENTER 108928002		11192023	11/28/2023			381.93
	176-170-631	DUMP STATION 109931001		11192023	11/28/2023			30.10
176	FOSTERS A/C & HEATING INC	240647	12/19/2023	12/12/2023			167.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	ESA RENEWAL/CLNG: ENT BLDG		P1136669	11/13/2023			167.50
176	COASTAL FIRE AND SAFETY LLC	240652	12/19/2023	12/13/2023			62.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	F-EXT SERV BASE CHG: LOG CBN		33936	12/13/2023			25.00
	176-170-639	FIRE EXT FE INSP (3)		33936	12/13/2023			9.00
	176-170-639	F-EXT SERV BASE CHG: ENT BLDG		33936	12/13/2023			25.00
	176-170-639	FIRE EXT FE INSP		33936	12/13/2023			3.00
176	A-1 TREE SERVICE INC	240690	12/19/2023	12/13/2023			4,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	RMV PINES(11); BEETLE INFSTN		12062023	12/06/2023	240220		4,900.00
FUND TOTAL 176 Claims to		Checks	8 Total	8,189.69	Manual	Held	Total	8,189.69

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355	MAX FOOTE CONSTRUCTION CO LLC	240594	12/19/2023	12/07/2023			3,535,681.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-766	NANOFILTRATION WTP		2	11/08/2023		3,535,681.50	
355	WAGGONER ENGINEERING INC	240615	12/19/2023	12/11/2023			4,818.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		41731	12/07/2023		4,818.25	
FUND TOTAL 355 Claims		to	Checks	2 Total	3,540,499.75	Manual	Held	Total 3,540,499.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
370	MORAN HAULING INC	240649	12/19/2023	12/12/2023			12,465.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	370-600-683	HEAD START DRAINAGE IMPS		4	12/13/2023			12,465.92
FUND TOTAL 370	Claims	to	Checks	1 Total	12,465.92	Manual	Held	Total 12,465.92

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400	CLEARWATER SOLUTIONS LLC	240592	12/19/2023	12/07/2023			73,965.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	NOV 2023 OPERATION FEE		GAUTIER132	12/01/2023			73,965.99
400	VULCAN CONSTRUCTION MATERIAL LLC	240607	12/19/2023	12/08/2023			322.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	7.63 TN MS610: F-HYD(CAMBIUM)		51449678	11/30/2023			322.49
400	HENZE ENTERPRISES INC	240608	12/19/2023	12/08/2023			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	9 CY TOPSOIL: WESTGATE		32529	12/01/2023			135.00
	400-651-585	1 CY TOPSOIL: SEACLIFF		32529	12/01/2023			15.00
	400-651-585	6 CY FILL SAND: WINDWARD W&S		32529	12/01/2023			60.00
400	LOWES HOME CENTERS INC	240612	12/19/2023	12/11/2023			169.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	60LB MORTAR MIX(4);2X4X8 (2)		901321	10/26/2023			34.38
	400-651-584	2PK 30AMP FUSE: SEACREST LS		901285	10/30/2023			48.42
	400-650-559	TROWEL WOOD HANDLE (2)		960900	10/31/2023			9.46
	400-650-559	SCRWDRVR(3); 5' S40 PVC PIPE		978905	11/03/2023			10.21
	400-650-559	1.25" ANGLE CORNER BRUSH (2)		978905	11/03/2023			18.96
	400-650-510	LYSOL SPRAY 19OZ		901703	11/15/2023			7.87
	400-650-559	8OZ 2PK WD-40 SMART STRAW(3)		901703	11/15/2023			39.84
400	ARISTA INFORMATION SYSTEMS INC	240614	12/19/2023	12/11/2023			4,806.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2023 PRINTING 2067001		0008914	11/30/2023			1,411.70
	400-650-698	NOV 2023 POSTAGE 2067001		0008914	11/30/2023			3,394.39
400	COG DEPOSITORY ACCOUNT	240617	12/19/2023	12/11/2023			135,217.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	NOV 2023 GARBAGE PMTS		11302023	11/30/2023			135,217.73
400	C SPIRE WIRELESS	240635	12/19/2023	12/12/2023			48.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	11/30/2023			48.91
400	ANSER	240636	12/19/2023	12/12/2023			662.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:11/22-12/19/23		277-112223	11/22/2023			585.00
	400-650-698	PAPER INVOICE FEE		277-112223	11/22/2023			10.00
	400-650-698	HOLIDAY CHGS		277-112223	11/22/2023			15.00
	400-650-698	543 AGENT MIN:10/25-11/21/23		227-112223	11/22/2023			52.95
400	SINGING RIVER ELECTRIC COOPERATIVE	240643	12/19/2023	12/12/2023			1,750.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		11182023	11/27/2023			1,750.20

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400	SINGING RIVER ELECTRIC COOPERATIVE	240644	12/19/2023	12/12/2023			8,546.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT	99216002	11182023	11/27/2023			631.60
	400-651-631	CITY HALL SOUTH		11182023	11/27/2023			2,707.88
	400-651-631	WATER WELLS 17882		11182023	11/27/2023			3,324.37
	400-651-631	LIFT STATIONS 17882		11182023	11/27/2023			1,882.56
400	SINGING RIVER ELECTRIC COOPERATIVE	240645	12/19/2023	12/12/2023			5,001.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		11192023	11/28/2023			234.29
	400-651-631	LIFT STATIONS 17883		11192023	11/28/2023			2,228.96
	400-651-631	LIFT STATIONS 17884		11192023	11/28/2023			1,881.51
	400-651-631	LIFT STATIONS 114260001		11192023	11/28/2023			656.99
400	MISSION COMMUNICATIONS LLC	240650	12/19/2023	12/12/2023			1,485.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: TOWNSEND		1082773	12/12/2023			371.40
	400-651-698	RENEWAL: SKYLINE		1082773	12/12/2023			371.40
	400-651-698	RENEWAL: CALLIE RD		1082773	12/12/2023			371.40
	400-651-698	RENEWAL: GARDEN LANE		1082773	12/12/2023			371.40
400	COASTAL FIRE AND SAFETY LLC	240653	12/19/2023	12/13/2023			61.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	F-EXT SERV BASE CHG: UTY BLDG		33936	12/13/2023			25.00
	400-650-639	FIRE EXT FE INSP (12)		33936	12/13/2023			36.00
400	FUELMAN	240657	12/19/2023	12/13/2023			137.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65563631	12/04/2023			137.32
400	FUELMAN	240659	12/19/2023	12/13/2023			136.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65596150	12/11/2023			136.11
400	SOUTHERN LINC	240660	12/19/2023	12/13/2023			86.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2023 SERV CHGS		237706	12/01/2023			86.76
400	ELAN FINANCIAL SERVICES	240665	12/19/2023	12/13/2023			162.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	RETIREMENT AWARD: D HOLMES		11062023	11/04/2023			162.98
400	MICRO METHODS INC	240677	12/19/2023	12/13/2023			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	TOTAL COLIFORM: 932 ST ANN		2312075186	12/07/2023	240227		100.00
	400-651-698	TOTAL SUSP SOLIDS: DMR REPORT		2311476186	12/07/2023	240226		70.00
	400-651-698	2ND COLIFORM SMPL: 932 ST ANN		2312086186	12/12/2023	240244		100.00

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400	CONTINENTAL BATTERY COMPANY	240678	12/19/2023	12/13/2023			182.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-767	CB1250-F1 BTTRY (10): SCADA		3245120123	12/01/2023	240179		182.10
400	CENTRAL PIPE SUPPLY-JACKSON	240680	12/19/2023	12/13/2023			2,677.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 BR COUP 3236 (10)		0356360001	12/05/2023	240214		305.90
	400-651-581	1.25 GATE VALVE 514T06LF (7)		0356360001	12/05/2023	240214		231.84
	400-651-581	2" GATE VALVE 2237 (12)		0356360001	12/05/2023	240214		760.92
	400-651-581	1" GATE VALVE 514T05LF (12)		0356360001	12/05/2023	240214		312.84
	400-651-581	3/4 BR MALE ADPT 3298 (12)		0356360001	12/05/2023	240214		301.32
	400-651-581	1.25 BR BALL VLV FULL PRT(12)		0356360001	12/05/2023	240214		440.76
	400-651-581	.5 BR BALL VLV HOSE BIB (12)		0356360001	12/05/2023	240214		143.88
	400-651-581	1.25 PVC S40 MALE ADPT (12)		0356360001	12/05/2023	240214		14.16
	400-651-581	1.25 GATE VLV 514T06LF (5)		0356360002	12/08/2023	240214		165.60
400	BAY MOTOR WINDING INC	240681	12/19/2023	12/13/2023			8,402.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REBUILD MOTOR: LINDEN LS		0127529	11/30/2023	240155		2,260.00
	400-651-584	MACHINE WORK: LINDEN LS		0127529	11/30/2023	240155		425.00
	400-651-584	REBUILD MOTOR: LINDEN LS		0127530	11/30/2023	240155		2,260.00
	400-651-584	SEAL PLATE: LINDEN LS		0127530	11/30/2023	240155		997.00
	400-651-584	REBUILD MOTOR: LS41 MACKERAL		0127531	11/30/2023	240150		2,460.00
400	STAPLES BUSINESS ADVANTAGE DEPT	240686	12/19/2023	12/13/2023			383.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LM B221H00 HY BLK TONER		3552954501	11/21/2023	240165		102.99
	400-650-500	LOGI MK550 KEYBOARD COMBO(3)		3552954502	11/21/2023	240165		191.85
	400-650-500	LM B220Z00 IMAGING UNIT		3553017672	11/22/2023	240165		88.99
400	MUSCO-GULFPORT 1227	240691	12/19/2023	12/13/2023			135.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	6" PVC REST GLND ONELOK		0807707	12/08/2023	240228		72.95
	400-651-581	6" DI MJ WDG REST ONELOK		0807707	12/08/2023	240228		62.63
400	LYMAN WELL COMPANY	240699	12/19/2023	12/13/2023			17,580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-712	WOLF 4STG SUB PUMP 20HP		23-219	11/29/2023	240136		6,000.00
	400-651-712	20HP HITACHI 230V 3PH SUB MTR		23-219	11/29/2023	240136		4,000.00
	400-651-712	120' GALV 4" TNC PIPE		23-219	11/29/2023	240136		2,400.00
	400-651-712	4" 80 DI CHECK VALVE		23-219	11/29/2023	240136		700.00
	400-651-712	120' #8 FLT JCKT SUB PUMP CBL		23-219	11/29/2023	240136		480.00
	400-651-712	INSTALLATION: WEST GATE WELL		23-219	11/29/2023	240136		3,600.00
	400-651-712	FLOW TEST: WEST GATE WELL		23-219	11/29/2023	240136		400.00
400	J H WRIGHT & ASSOCIATES INC	240703	12/19/2023	12/13/2023			3,990.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	BLACOH PVC00E25 GAUGE GRD(2)		456630	11/21/2023	240148		210.00
	400-651-584	SHIPPING: PW LIFT STN		456630	11/21/2023	240148		30.00
	400-651-584	PC2000 LS CONTROLLER: GM PARK		456938	12/06/2023	240194		750.00

Docket of Claims
Release date from 12/19/2023 thru 12/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	240703	12/19/2023	12/13/2023			3,990.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PC2000 LS CONTROLLR:GRAVELINE		457062	12/11/2023	240194		750.00
	400-651-584	PC2000 LS CONTROLLR(3):SPARES		457062	12/11/2023	240194		2,250.00
FUND TOTAL 400 Claims	to	Checks	25 Total	266,392.16	Manual	Held	Total	266,392.16

Docket of Claims
Release date from 12/19/2023 thru 12/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	240593	12/19/2023	12/07/2023			105,924.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	NOV 2023 RES GARBAGE (6305)		0001351845	11/30/2023		105,924.00	
FUND TOTAL 404 Claims	to	Checks	1 Total	105,924.00	Manual	Held	Total	105,924.00

Docket of Claims
Release date from 12/19/2023 thru 12/19/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	77 Total	252,028.99 Manual	Held	Total	252,028.99
FUND 156 Claims	to	Checks	1 Total	7,500.00 Manual	Held	Total	7,500.00
FUND 160 Claims	to	Checks	1 Total	13,838.79 Manual	Held	Total	13,838.79
FUND 176 Claims	to	Checks	8 Total	8,189.69 Manual	Held	Total	8,189.69
FUND 355 Claims	to	Checks	2 Total	3,540,499.75 Manual	Held	Total	3,540,499.75
FUND 370 Claims	to	Checks	1 Total	12,465.92 Manual	Held	Total	12,465.92
FUND 400 Claims	to	Checks	25 Total	266,392.16 Manual	Held	Total	266,392.16
FUND 404 Claims	to	Checks	1 Total	105,924.00 Manual	Held	Total	105,924.00
Total for all Funds		Checks	116 Total	4,206,839.30 Manual	Held	Total	4,206,839.30

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: December 19, 2023
Title: Approval of Minutes from the Regular Council Meeting held December 5, 2023

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held December 5, 2023

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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. 21-15-33 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 December 5, 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 19, 2023.

Tuesday
December 5, 2023
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held December 5, 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, Richard Jackson, Gordon Gollot, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Councilman Cameron George.

**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

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

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

1. Consent Agenda Item 1 – Page 85 on the minutes should read that Councilman Dante Elbin was absent

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

Announcements

1. Gautier Rotary Club has rescheduled the 25th Annual Rotary Christmas Parade until Saturday, December 9th at 12pm. **(Cancelled)**
 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. **(Cancelled)**
-

Presentation

1. None
-

Councilman Colledge made the motion to enter into a Professional Services Agreement with Seymour Engineering, as presented, for the work associated with the Fairway Boat Launch and Pier Project – Hickory Hills. Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 437-2023

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

Councilman Colledge made the motion to approve Change Order No. 1 and Pay Application 3, as presented, for the Gautier Head Start Drainage Improvement Project. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 438-2023

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

By: _____

By: 

By: _____

Date: _____

Date: 11-29-23

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".

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

FROM CONTRACTOR:

VIA ARCHITECT: Seymour Engineering

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

PERIOD TO: 10/9/2023

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
Subscribed and sworn to before me this 9 day of October
Notary Public: Danielle James
My Commission expires: 4-10-27

County of: Harrison
day of October



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

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

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

ORDER NUMBER 439-2023

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 Elbin**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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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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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

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
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

Councilman Gollott made the motion to approve consent agenda items 1-5, 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 440-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-5 are hereby approved.

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

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

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

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 December 5, 2023.

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

ORDER NUMBER 441-2023

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 442-2023

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 443-2023

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 444-2023

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 445-2023

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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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Councilman Gollott made the motion to enter closed session to determine if executive session is necessary and appropriate. Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Anderson made the motion to enter executive session to discuss threatened litigation from a local business owner. Councilman Colledge seconded the motion. The vote was carried unanimously.

No action was taken during executive session.

Councilman Gollott made the motion to reenter open session. Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to recess until December 19, 2023 at 6:30pm. Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

December 19, 2023
Receive November 2023 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive November 2023 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for November 2023 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2023.

New Business November 2023			
Business Name	Business Address	Business Phone	Business Description
H2O Innovation, Operation & Maintenance, LLC	3305 Gautier Vancleave	228-236-8223	Waste Water Management
Yogi Liquor and Wine	819 Hwy 90 Ste. B	919-244-0343	Liquor Store
DAP Enterprises, LLC	1108 Hastings Road	228-2174-0027	E-Commerce
RoughWater Marine & Auto, LLC	321 Hwy 90	228-497-2214	Selling boats and boat parts

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

December 19, 2023
Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, the Council of the City of Gautier, Mississippi, hereby approved, after lawful notice and hearing, that the parcel of land described in "Exhibit A" was in such a state of uncleanness as to be a menace to the public health and safety of the community and authorized it to be abated by the City; and

WHEREAS, during each public hearing, the City Council approved assessment of the cost associated with the abatements, in addition to penalties, as indicated on Exhibit A; and

WHEREAS, the parcel has now been abated by the City of Gautier; and

WHEREAS, it is hereby resolved that the amount set for the parcel listed hereinafter is the actual cost of cleaning of the parcel, plus any penalties, as identified; and

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

SECTION 1. That the City Council for the City of Gautier hereby adopts the foregoing recitals as its findings.

SECTION 2. That the parcel of land identified in "Exhibit A," which is described by reference to deeds recorded at the appropriate pages in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning the parcel, plus any penalties, as identified.

SECTION 3. That these amounts are hereby declared to be an assessment and lien against the parcel listed in "Exhibit A," which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgements are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the liens in the manner provided by law for the sale of land for delinquent taxes.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2023.



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

CITY OF GAUTIER

Nature's Playground

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

December 12, 2023

Re: Resolution For Lien Assessment

Dear Council Members:

I am requesting the Council approve the abatement costs of 2312 Dailey. The costs are associated with a previous order this Council issued for cleaning this dilapidated and dangerous property. The details of the abatement costs are provided below. If you need any further information, my number is 228-497-1868 ext 360 and my email address is pfagan@gautier-ms.gov.

EXHIBIT A

Parcel & Address	Owner & Mailing Address	Total Assessment
#85210020.000 2312 Dailey Gautier, MS 39553	Robert Sirmon, Deceased 1709 Martin Bluff #9 Gautier, MS 39553	Cost: \$2,500 Penalty: \$1,500 Total Assessment: \$4,000

Sincerely,

Patrick Fagan

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

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

December 19, 2023
Approval of the agreement between the City of Gautier
and Unfazed Show and Band

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of the Agreement between the City of Gautier and Unfazed Show and Band in the amount of \$4,500, including a deposit in the amount of \$500, for the 2024 Mardi Gras Tailgate event to be held February 3, 2024.

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 Gautier Men's Club will host its annual Mardi Gras Parade on February 3, 2024 at 7pm; and

WHEREAS, in conjunction with their event, the City will host a community tailgating event to help promote the parade and bring positive economic impact; and

WHEREAS, the tail gating event will include food trucks and a local show band, Unfazed Show and Band; and

WHEREAS, Unfazed Show and Band has offered to perform this entertainment for a price of \$4,500.00, including a deposit in the amount of \$500, pursuant to the attached contract; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Unfazed Show and Band is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 19, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 12/12/2023
Subject: Approval of an agreement between the City of Gautier and Unfazed Show and Band for the 2024 Mardi Gras Tail Gate Event

REQUEST:

The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Unfazed Show and Band in the amount of \$4,500 including a deposit in the amount of \$500 for the 2024 Mardi Gras Tailgate event to be held February 3, 2024.

BACKGROUND:

The Gautier Men's Club will host its annual Mardi Gras Parade on February 3, 2024, at 7pm. In conjunction with their event, the city will host a community tailgating event to help promote the parade and bring a positive economic impact to the city. The tailgating event will take place prior to the parade and will end with a fireworks show after the parade ends. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier's Mardi Gras Tail Gate Event will include tailgating, food trucks, and a local show band. Unfazed Show & Band draws a crowd wherever they perform and is known across the Mississippi Gulf Coast as a band that provides fun entertainment through melodic sounds and music from all genres. Funding for this event will come from grant funding and local sponsorships.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attached agreement between the City of Gautier and Unfazed Show and Band for the 2024 Mardi Gras Tail Gate Event.

The City Council may:

1. Approve the attached agreement between the City of Gautier and Unfazed Show and Band; or
2. Not approve the attached agreement between the City of Gautier and Unfazed Show and Band

ATTACHMENTS:

1. Unfazed Show & Band

UNFAZED SHOW & BAND

BINDER & PERFORMANCE CONTRACT AGREEMENT

Date: Nov / 11 / 2023		
Performance Date: Feb / 3 / 2024		Performance Location: Singing River Mall parking lot
Performance Address (Including City, State, Zip Code) : Gautier, Ms		
Arrival Time: a.m./p.m.	Event Start Time: 3 a.m./p.m.	Event End Time 6 a.m./p.m.
Company: City of Gautier		Company Telephone#: ()
Address (Include City, State, Zip Code) :		
Contact Person: Chassity Bilbo		Contact Telephone #: ()
Total Cost: \$ \$4500		
Deposit Amount (1/2 Total): \$ \$500		
Balance Due: \$ \$4000		

Once this contract has been signed by both parties this contract becomes a legally binding and enforceable contract. We, Unfazed Show & Band, LLC will perform on this 3 day of February, year 2024

Special Conditions: _____

X
Client Signature _____ Date _____

X
Print Client Name _____
Keith Brumfield Nov11,2023
Unfazed Show & Band Music Rep. _____ Date _____
Keith Brumfield
Signature Unfazed Show & Band Music Rep.

Name _____

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

December 19, 2023
Approval of a Business Services Agreement with
Sparklight for Wi-Fi and internet services at The Sound
Amphitheater

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at The Sound Amphitheater

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 The Sound Amphitheater requires Wi-Fi and internet services at the; and

WHEREAS, Sparklight has agreed to provide internet pursuant to the attached service agreement; and

WHEREAS, the service charges and fees total \$1,690.00 per month for the duration of the initial term and may be revised at a later date; and

WHEREAS, this agreement will remain in effect for 60 months, beginning on the date Sparklight completes the installation of the Data Service; and

WHEREAS, the construction cost for the installation of data service will be of no cost to the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Business Service Agreement with Sparklight 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 19, 2023.

	Business Service Agreement
	Date: 11/29/2023

OFFICE:	BILOXI, MS	ACCOUNT EXECUTIVE:	Christopher Fowler
COMPANY NAME:	Cable One, Inc. d/b/a Sparklight ("Sparklight Business")	TELEPHONE:	(228) 365-6827
STREET ADDRESS:	1635 Popps Ferry Road Ste A	FAX:	
CITY/STATE/ZIP	Biloxi MS 39532	EMAIL:	christopher.fowler@sparklight.biz

CUSTOMER COMPANY NAME	City of Gautier	AUTHORIZED CUSTOMER CONTACT:	Paula Yancey
STREET ADDRESS:	3330 US-90	TELEPHONE:	2284978000
CITY/STATE/ZIP	Gautier, MS, 39553	EMAIL:	pyancey@gautier-ms.gov

CONTRACT TOTALS

TOTAL MRC	INSTALLATION CHARGES	TOTAL NON-RECURRING CHARGES	BUILD FINANCING	RECURRING (FINANCED)
\$1,690.00	\$0.00	\$0.00	N	

Term Length: 60

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

SITE NAME	ADDRESS	SERVICE MRC
The Sound Amphitheater	3855 Dolphin Dr Gautier, MS 39553	\$1,690.00

DIA DETAILS

Site Name	Quantity	Product Name	Bandwidth	Price
The Sound Amphitheater	1	Dedicated Internet Access - Retail	1000	\$1,000.41
The Sound Amphitheater	1	/29 - 5 IP	1000	\$0.00

MANAGED SERVICE DETAILS

Site Name	Quantity	Product Name	Price Each	Price
The Sound Amphitheater	1	Managed Security Series 400	\$369.99	\$369.99
The Sound Amphitheater	1	Installation Fee	\$0.00	\$0.00

ENTERPRISE WI-FI DETAILS

Site Name	Quantity	Product Name	Price Each	Service MRC
The Sound Amphitheater	7	Wi-Fi 6 Pro Outdoor AP	\$39.95	\$279.65

Site Name	Quantity	Product Name	Price Each	Service MRC
The Sound Amphitheater	1	24 Port Switch	\$39.95	\$39.95

SPECIAL CONDITIONS

Customer acknowledges that Sparklight Business will incur significant construction costs processing this service order. To the extent permissible under Mississippi law, Customer agrees to reimburse Sparklight Business for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight Business for its construction costs, which are estimated at \$15,000.00, incurred up to the date of cancellation, to the extent permissible under Mississippi law.

AGREEMENT

THE SERVICE CHARGES TOTAL \$1,690.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

CUSTOMER AUTHORIZED SIGNATURE	
PRINTED NAME	
TITLE	
EFFECTIVE DATE	

SPARKLIGHT BUSINESS SIGNATURE SECTION

SPARKLIGHT AUTHORIZED SIGNATURE	
PRINTED NAME	Kenneth Conner
TITLE	VP, Sales
EFFECTIVE DATE	

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on 11/29/2023 by and between Cable ONE, Inc. ("Sparklight") located at 210 East Earll Drive, Phoenix, AZ 85012 and City of Gautier ("Subscriber"), located at 3330 US-90, Gautier, MS, 39553.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber's sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight's Managed Service to run for a term consecutive with Subscriber's Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber's site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber's firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber's firewall policy within four business hours of receiving Subscriber's request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. TO THE EXTENT PERMISSIBLE UNDER MISSISSIPPI LAW, SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. TO THE EXTENT PERMISSIBLE UNDER MISSISSIPPI LAW, SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL

SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid

before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 60 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 60 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, and to the extent permitted under Mississippi law, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

(a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

(b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c)

collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d)

upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e)

alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f)

restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g)

interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;

(h)

falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or

(i)

resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it, to the extent permissible under Mississippi law.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and to the extent permissible under Mississippi law, Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

To the extent permissible under Mississippi law, Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that

Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. To the extent permissible under Mississippi law, Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (to the extent permissible under Mississippi law) (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. To the extent permissible under Mississippi law, Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide

Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event

Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 100% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a) EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED TO THE EXTENT PERMISSIBLE UNDER MISSISSIPPI LAW. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG- FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES.

LENGTH OF SERVICE INTERRUPTION	PERIOD TO BE CREDITED
Less than 00:04:32 hours	NONE
00:04:32 hours up to 06:00:00 hours	3 Days of the Monthly Charges
06:00:01 up to 12:00:00	7 Days of the Monthly Charges
12:00:01 up to 24:00:00	Half of the Monthly Charges
24:00:01 and above	Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, TO THE EXTENT PERMISSIBLE UNDER MISSISSIPPI LAW, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APPLICABLE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION

To the extent permissible under Mississippi law, Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE

- (a)
Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.
- (b)
Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

- (a)
This Agreement is governed by the laws of the State of Mississippi. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Jackson County, MS in all disputes arising out of or relating to this Agreement and/or

use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 19, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
