

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 16, 2024 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. City of Gautier's Earth Day Celebration will be Friday, April 19th, starting at 9:00am until 3:00pm at Shepard State Park's Welcome Center**
- 2. Tasty Thursday will be April 25th, starting at 11am at the former Singing River Mall Property.**
- 3. The Gautier Mayor's Youth Council will be hosting a movie night, featuring, Minions - The rise of Gru, on April 26, 2024, starting at 7pm at the Gautier Sports Pavilion.**

IV. Presentation Agenda

V. Business Agenda

- 1. Discussion regarding appointment of Civil Service Commissioner**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Approval of the contract amendment between H2O Innovations and the City of Gautier**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Consider a request for a two and one half (2.5) acre variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3101 Oak Street (GPC #24-07-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Zoning District located at 4343 Gautier Vancleave Road (GPC #24-09-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration for a Property Owner initiated Rezoning of Property from C-3 Highway Commercial to PUD Planned Unit Development (GPC #24-10-RZ)

☐	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 AG Agricultural to PUD Planned Unit Development (GPC #24-11-RZ)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Resolution accepting the offer of the Mississippi Department of Transportation (MDOT) to purchase certain real property from the City of Gautier for the US 90 from SR 609 to Dolphin Drive Right-of-Way

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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9. Resolution determining that the tax increment financing plan - Highway 57 Medical Arts Facility, hotel, and retail development is a project eligible for tax increment financing under the laws of the state

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

1. Approval of Minutes from Regular Council Meeting held April 2, 2024
2. Receive February 2024 Finance Reports
3. Approval of an Amendment to the Water Tank Maintenance Agreement with American Tank Maintenance, LLC to include Carter Road Tank
4. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the 2021 NRCS Drainage Grant Project

5. **Authorization to retire K-9 Unit (Tess) from service, and to transfer ownership to Mellisa McQuagge**
6. **Approval to enter into a Memorandum of Understanding with the United States Secret Service.**
7. **Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball League**
8. **Authorization is requested from Community Organization for Responsible Engagement (CORE) to waive the \$200.00 pavilion rental fee required for the Community Juneteenth Celebration to be held at George Martin City Park**
9. **Approval of Change Order No. 2 to increase the contract amount for work associated with the completion of the Great Lawn site work and utilities**
10. **Authorization to waive rental fees at Bacot Park Basketball Pavilion/field for Grace Baptist Church to host a Teen Outreach Program, Full Throttle**

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 May 7, 2024 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 16, 2024**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. City of Gautier's Earth Day Celebration will be Friday, April 19th, starting at 9:00am until 3:00pm at Shepard State Park's Welcome Center.
2. Tasty Thursday will be April 25th, starting at 11am at the former Singing River Mall Property.
3. The Gautier Mayor's Youth Council will be hosting a movie night, featuring, Minions - The rise of Gru, on April 26, 2024, starting at 7pm at the Gautier Sports Pavilion.

NOTES:

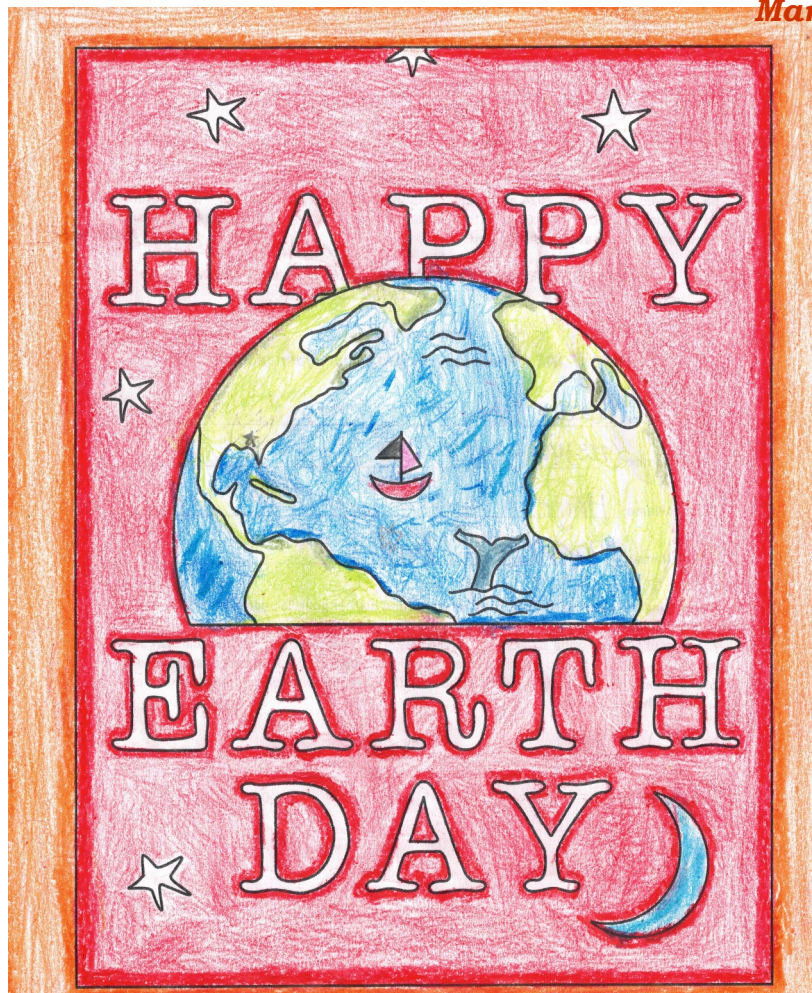
City of Gautier



EARTH DAY CELEBRATION!



*Art Work
Created By
Rosalie Foley
Martin Bluff Elementary*



Friday, April 19, 2024

Shepard State Park

9:00 am - 3:00 pm

Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Free park entry. Garden Club Plant Sell. Stop by the Welcome Center for Earth Day giveaways. *(while supplies last)*



GAUTIER PRESENTS

TASTY

THURSDAY!



APR 25

11 AM

GOOD EATS FROM AWESOME

FOOD TRUCKS

LELAS CHICKEN LU CHER DOE ,KEEPIN IT TASTY, BURGER BOX, FRANKIE FAYE'S , MEATBAWLS, LOS SARAPES, THE PEANUT MAN, SUGAR BEANS, MANN'S KETTLE CORN, NORWOOD'S, MANNA TIME, SALTY JAX, MAMA RED'S GRILL, EMERALD TEA CO. KICKIN' LICKIN' GOOD, DA DAO'S, POOR BOYZ, BLAZIN WOK, RISE+SHINE, POSITIVE ENERGY

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

ILLUMINATION PRESENTS
minions
THE RISE OF GRU



MOVIE NIGHT

April 26, 2024 | 7 pm

Sports Pavilion

2715 Hwy. 90, Gautier, MS 39553

Chamitos Food Truck onsite at 6:30pm.

&

Donation boxes at entrances for non-perishable food items for FUMC Food Bank.

Sponsored by Gautier Mayor's Youth Council

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 16, 2024**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

April 16, 2024
**Discussion regarding appointment of Civil
Service Commissioner**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Discussion regarding appointment of Civil Service Commissioner

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other/Discussion	☒
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:

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

Council Meeting: April 16, 2024
Title: Approval of the contract amendment between H2O Innovations and the City of Gautier
Introduced by:
Contact Person/Telephone: Ramona Morgan 497-8000 ext. 306

Summary Explanation: Approval of the contract amendment between H2O Innovations and the City of Gautier

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 000-2024

WHEREAS, the City of Gautier entered into a Professional Services Contract with H2O Innovations for the operation and maintenance of the water and sewer systems, as well as the streets, drainage, and other systems for the City; and

WHEREAS, this contract amendment serves to enhance response times during emergencies and after-hours calls, by adding additional verbiage to Section 2.04; and

WHEREAS, the Mayor and Council Member hereby find that approval of the proposed amendment is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached contract amendment for the Professional Services Contract with H2O Innovations and the City of Gautier 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 April 16, 2024.

To enhance respond times during emergencies and after-hours calls, Staff requests that we amend the Professional Services Contract Section 2.04 with H2O to read as follows:

No City owned vehicles or equipment allowed to be used by SERVICE PROVIDER (H2O) UNDER THIS Contract shall be used for personal use and shall not be used as a means of transportation by employees of the Service Provider to and from their personal residence, and shall not be taken outside of the boundaries of the City of Gautier. Per the discretion of the City Manager and the Director of Public Works this excludes vehicles used by personnel deemed critical during emergencies and on call.

**PROFESSIONAL SERVICES CONTRACT
FOR THE OPERATIONS AND MAINTENANCE OF
THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE
SYSTEMS AND OTHER SYSTEMS FOR THE CITY OF GAUTIER**

THIS PROFESSIONAL CONTRACT ("**Contract**") is entered into by and between the CITY OF GAUTIER MISSISSIPPI ("**City**" or "**Owner**") and ("**SERVICE PROVIDER**") on the day and date(s) hereinafter signed and executed for the purposes and according to the conditions hereinafter specified.

WITNESSETH THAT:

WHEREAS, the City of Gautier, Mississippi, is a Municipal Corporation and body politic organized and existing according to the laws of the State of Mississippi, governed according to the Council/Manager Form of Government where the overall goals and budget for the city are set by the council, but the day-to-day City operations are handled by the city manager.

WHEREAS, SERVICE PROVIDER, is a corporation organized and existing according to the laws of the State of SERVICE PROVIDER, and legally and officially authorized to do business in the State of Mississippi; and

WHEREAS, the City owns, controls, and performs maintenance and repairs of its water, sewer, streets, and drainage systems ("**System**") within the City, and the operations and maintenance of the System is under the charge of the Public Works Director who oversees the contract with the actual work on the System performed by a private contractor, and

WHEREAS, SERVICE PROVIDER is a corporation that performs professional utility services for Government Agencies; and desires to contract to furnish and provide professional services to operate and maintain the City's Water, Sewer, Streets, and Drainage Systems, and the City desires for SERVICE PROVIDER to provide said services under this Contract; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, obligations and benefits between the parties as herein set forth, and the promise by the City to pay for the professional services to be performed as herein set forth, and by SERVICE PROVIDER to furnish and provide professional services to operate and maintain the System for the City as herein provided, Owner and SERVICE PROVIDER hereby covenant and agree to the following terms and conditions, to-wit:

ARTICLE I. CONTRACT DOCUMENTS

Section 1.01 **“Contract”** means this Professional Services Contract, including all appendices and all terms included in the related Request for Proposals, attached as Appendix “A”.

ARTICLE II. - EQUIPMENT, VEHICLES AND FACILITIES

Section 2.01 **Vehicles, Equipment, and Tools Owned by SERVICE PROVIDER.** SERVICE PROVIDER shall acquire at its own expense and use for work on the System under this Contract and store on the facility grounds its own vehicles, equipment, and tools necessary to perform the Contract, for which it shall retain sole ownership and sole possession thereof during the life of the Contract. City shall have no responsibility for maintenance, repairs, or insurance coverage of such equipment. City shall not be responsible for capital expenditures for any property owned by SERVICE PROVIDER. SERVICE PROVIDER shall provide personal protection equipment for individual use, including but not limited to hardhats, boots, raingear, uniform expenses (including laundry service for uniforms and City’s Director of Public Works shall approve uniforms), safety vests, ear plugs, sunscreen and medical supplies, and the like. SERVICE PROVIDER shall provide all traffic control devices including, but not limited to barrels, cones, signage, and barricades. SERVICE PROVIDER shall further provide at its expense all equipment necessary to provide and perform under this Contract. It is acknowledged by SERVICE PROVIDER that SERVICE PROVIDER shall provide at its own expense all radios, cell phones, office supplies, and the like, in connection with the carrying out of its duties and obligations and to perform under this Contract. SERVICE PROVIDER shall have normal access to and can utilize as part of its performance under this Contract the software programs owned or licensed by the City associated with the provision of professional services to the City hereunder. SERVICE PROVIDER shall assign all of its employee e-mail addresses that can be readily utilized by City in connection with communications, work, and services under this Contract. A list of all vehicles and equipment purchased by SERVICE PROVIDER to provide services under a contract with the City shall be provided to City upon award of the contract, and an updated list will be provided annually. The initial list shall be attached hereto as Appendix “B”. At the conclusion of the contract, or in the event of termination by the City or SERVICE PROVIDER, the separate line item price per year by the City shall be deducted from the total cost of the vehicles and equipment. If the City has paid the full cost, ownership of the vehicles and equipment shall be transferred to the City. In

the event the City has not paid the full cost, the City shall have the option to pay the remaining unpaid cost within 60 days of the termination of the Contract, or to allow SERVICE PROVIDER to maintain ownership of the vehicles and equipment. Cost shall be defined as the amount paid for the vehicles and equipment by SERVICE PROVIDER who shall provide proof thereof. SERVICE PROVIDER shall not sell, transfer or dispose of any equipment or vehicles provided on the initial or amended list without prior written consent from the City.

Section 2.03 Provision of Facilities for Service Provider Offices. As part of this Contract and the consideration herein, City shall provide SERVICE PROVIDER as its contract agent use of existing offices, office furniture, warehouse and yard space within the present Public Works facilities and premises, as reasonably required for SERVICE PROVIDER to execute its duties and provide services to the City under this Contract. Such use shall be specifically limited for that required or permitted under the Contract and for City's benefit only. The facilities provided to SERVICE PROVIDER according to this section are annexed hereto. The City shall retain such facilities and/or the partial use of facilities, furnishings and office equipment located at 3305 Gautier Vancleave Road behind the City Utility Building.

Section 2.04 Restriction on Use of City Property. All equipment, vehicles and facilities belonging to City and allowed to be used by SERVICE PROVIDER, if any, under this Contract shall be possessed and used by SERVICE PROVIDER exclusively and solely in the work of the System under the scope of this Contract, and for no other work or use by SERVICE PROVIDER or its employees outside of the work provided under this Contract. No third party, or other contractor shall be allowed by SERVICE PROVIDER or Owner to use the equipment, tools and facilities provided to SERVICE PROVIDER under this Contract. No City owned vehicles or equipment allowed to be used by SERVICE PROVIDER under this Contract shall be used for personal use and shall not be used as a means of transportation by employees of the SERVICE PROVIDER to and from their personal residence, and shall not be taken outside of the boundaries of the City of Gautier. **Per the discretion of the City Manager and the Director of Public Works this excludes vehicles used by personnel deemed critical during emergencies and on call.**

Section 2.05 Signage. All vehicles and equipment provided by SERVICE PROVIDER TO PERFORM UNDER THIS CONTRACT shall be marked with Service Provider labels and shall bear such identification as may be required by State law and shall be tagged in the City of Gautier, Jackson County, Mississippi. Said equipment to be provided by SERVICE PROVIDER shall only be used within the City of Gautier. Any City Equipment owned by the City shall be marked with City labels and bear City of Gautier inventory labels.

ARTICLE II. - SCOPE OF SERVICE PROVIDER'S SERVICES

Section 3.01 General Purpose. SERVICE PROVIDER shall provide professional utility management, operational and maintenance services to operate and maintain the "System" as defined herein. SERVICE PROVIDER shall provide the labor, supervision and professional expertise required to provide such services in a good and workmanlike manner according to normal and customary industry standards and City's Benchmarks for performance and quality standards as herein stated. Management shall possess the skills, knowledge, education,

and experience necessary to manage the functions and organization of the size of Gautier. The contractor will be expected to provide such services in a professional manner in accordance with normal and customary industry standards. SERVICE PROVIDER shall continuously find ways to improve efficiency as the environment changes, i.e., laws, regulations, city ordinances, software, customer demands, new technology, etc. SERVICE PROVIDER shall maintain hiring practices and provide the training necessary to ensure that the workforce is sufficiently trained. Those positions identified as Key & Essential shall be subject to approval by City Manager.

Section 3.02 Water and Sewer Operations and Maintenance. SERVICE PROVIDER shall maintain the City's water and sewer system in a professional and reasonable manner consistent with the City's operations and maintenance practices, and current City of Gautier standards and in accordance with performance standards herein set forth. Water and sewer system operations and maintenance shall include, but not be limited to the following:

- A. Within the design limits of the City's water supply and distribution system, manage, operate, and maintain the system such that water discharged from the Project meets requirements specified by State and Federal regulatory agencies. This service shall include providing Project staff that will meet SERVICE PROVIDER certification requirements of the State of Mississippi. System includes pressure reducing valves, water treatment plants, elevated water storage tanks, and water wells.
- B. Within the design limitations of the City's wastewater collection system, manage, operate, and maintain the system such that the Project meets current requirements as presently specified by State and Federal regulatory agencies. This service shall include providing Project staff that will meet SERVICE PROVIDER certification requirements of the State of Mississippi.
- C. Operate a computerized maintenance management software system (Tyler) for the Owner. This system shall be employed to document all maintenance activities. SERVICE PROVIDER shall provide a monthly well production report with run times. Owner shall have the right to inspect these records at any time.
- D. Develop an Emergency Response Plan in addition to the plan adopted by the City and Department of Public Works for use by the Project staff in the event of a local emergency such as a hurricane, tornado, flood conditions, hazardous waste spill, terrorist act, etc. to be approved by City Public Works Director and City Manager.
- E. Perform other contract operations services as directed by the Owner as may arise or be required in conjunction with the professional services contracted hereunder.
- F. Provide for water sample collection by SERVICE PROVIDER's staff consistent with current system needs and State and Federal requirements. This shall include ensuring the water samples are properly taken, preserved, and transported to the appropriate State testing laboratory as is currently being

performed to ensure the safety of the potable water supply of the City.

- G. Provide staff response for emergency repair of the utility system, as required. This shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.
- H. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- I. Employ monitoring and testing measures designed to assure compliance by the City of Gautier with Federal and State regulations and requirements under the *Safe Drinking Water Act 42 U. S. C. § 6901*, et seq. as amended, and City of Gautier Ordinances adopted to comply therewith *Consumer Confidence Reports* on the quality of drinking water for distribution by City to customers according to requirements of Federal and State law and the U. S. Environmental Protection Agency (EPA), The Mississippi Department of Environmental Quality (DEQ), State Health Department, or other Government Agency; *Mississippi Safe Drinking Water Law, § 41-26-1*, et seq. as amended; and the inspection and monitoring for intrusion of grease in sanitary sewer systems and other State Laws controlling public water and sewer operations
- J. Assist and advise the City of Gautier in its Management, Operation and Maintenance Program, including provisions for record keeping, for the purpose of Gautier's Sanitary Sewer Collection System and Water Distribution System. This shall include completing a Global Positioning System survey for each new water meter, water valve, fire hydrant, sewer manhole, sewer pipe, water pipe, water well, water tank, sewer pump station, or pressure reducing valve that is installed or replaced that is currently not on the City's GIS maps or is incorrectly reflected on the GIS Maps. This survey shall be coordinated with the Gautier City Engineer under contract.
- K. Operate a computerized inventory management system (Storeroom) to track materials and equipment used for this Contract. The City of Gautier shall conduct an inventory inspection semi-annually. This inventory shall be minimally ninety-nine percent (99%) accurate. The SERVICE PROVIDER shall reimburse the City of Gautier for any missing equipment or materials annually by September 30 each year during the term of the Contract below the ninety- nine percent (99%) accuracy level.
- L. Within staff and equipment capabilities provided for under this Contract, SERVICE PROVIDER shall perform water and sewer improvements to the existing system, including, without limitation, replacing existing water and sewer pipes, installing or replacing sewer lift stations, installing new water and sewer systems, as coordinated by the Director of Public Works and SERVICE PROVIDER.

- M. Make recommendations as deemed needed to the Director of Public Works for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's water and sewer systems, and/or to assure compliance with Federal, State, and local laws and regulations.
- N. Pavement restoration associated with maintenance and operation of the Water and Sewer systems, which shall be completed prior to acceptance of any work and the service request/work order being considered complete and which shall minimally be completed in accordance with the City's Ordinances, design standards, and Standard Operating Procedures, The pavement restoration should be to the satisfaction of the Public Works Director and City Manager.
- O. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing Systems, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the Systems upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

Section 3.03 Benchmark Performance Standards for Water System Services and Maintenance.

- A. **Water Requests for Services.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received requiring work to be performed for water system maintenance, repairs, or improvements under Section 3.02 above. The Criteria for Benchmark Standards for water system services requested are specified in Appendix "C" annexed hereto as a material part of this Contract.
- B. **Routine Water System Maintenance.** SERVICE PROVIDER shall comply with "benchmark" performance standards for quality, production and response time, in the systematic routine maintenance and repairs of water system components required under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are listed on Appendix "D", annexed hereto as a material part hereof.

Section 3.04 Benchmark Performance Standards for Sewer System Services and Maintenance.

- A. **Sewer System Service Requests.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and

response time, where requests for services are received requiring work to be performed for sewer system maintenance, repairs, or improvements under Section 3.02 above. The Criteria for Benchmark Standards for sanitary sewer system collection services are specified on Appendix "E" annexed hereto as a material part of this Contract.

- B. **Routine Sewer System Maintenance and Repairs.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the sanitary sewer collection system under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified in Appendix "F" annexed hereto as a material part of this Contract.
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.05 Street Maintenance. SERVICE PROVIDER shall maintain the City's streets and alleys, which are open for public use, in a professional and reasonable manner consistent with the City's operations and maintenance practices, and current City of Gautier standards and in accordance with performance standards herein set forth as well as any applicable or governing legal standards, regulations, or requirements. Street maintenance shall include the following:

- A. Repair of potholes and cut pavement with such to be in accordance with benchmark standards for performance and quality and work seen by SERVICE PROVIDER as needed or necessary to avert, avoid, or ameliorate a dangerous condition must be completed immediately upon notice or discovery of the same.
- B. Repair street cave-ins and restore street to City standards and benchmark quality and performance standards; pipe repairs shall include replacing pipe.
- C. Repair and/or replace drainage boxes.
- D. Repair or replace driveways and culverts where driveways are damaged due to street drainage, sewer or waterline repairs performed by or for the City.
- E. Street sweeping according to City standards shall be based upon a systematic scheduling approach for all main thoroughfares including but not limited to Gautier Vancleave Road, Highway 90, Old Spanish Trail. Other areas in the City to be swept as needed per the Public Works Director or City Manager.

- F. Roadway repairs as needed. Place fill in any ruts/holes in City ROW by filling holes/ruts with gravel, limestone, or other pre-approved materials.
- G. Prepare streets and roadways for re-paving, and oversee re-paving by paving contractor as necessary where designated by the City for paving or surfacing by a private contractor;
- H. Perform sidewalk repairs, maintenance, and replacement.
- I. Removal and disposal of brush and debris in a solid waste disposal site provided by City, including large discarded home items, or debris that is normally removed by City and not serviced by City's solid waste disposal contract and is located within the City Right of Way.
- J. Prompt street cleanup of trash within 24 hours from parades or special events (a listing of annual parades and special events that have been previously held in Gautier is provided as Appendix "L" to the Contract); however, it is acknowledged this listing is not exhaustive and that City will provide SERVICE PROVIDER with as much advance notice of such events as possible;
- K. Regular litter and trash pickup and cleaning of medians and shoulders in areas of highways and thoroughfares and any other areas the Public Works Director or City Manager deem necessary.
- L. Mow, trimming of grass, and weed eating according to a systematic schedule approved by City all easement and right-of-way grounds (shoulders and medians) and exclusive of parks and other areas maintained by the City's Parks and Recreation Department. Should the SERVICE PROVIDER receive advance approval from the City, SERVICE PROVIDER may utilize a herbicide program to reduce machine mowing, with such a program to comply with any applicable or governing federal, state, and local laws, regulations, and standards.
- M. Trim tree branches and cut down trees or other natural vegetation accessible in City rights-of-way, streets, or easements, which constitute a traffic hazard, public safety hazard, or which are dead, unsightly, or otherwise constitute or found to be dangerous conditions. City of Gautier tree ordinances shall be followed, where applicable.
- N. Operate a computerized maintenance management software system (Tyler) for the Owner. This system shall be employed to document all maintenance activities for the streets and drainage system. Owner shall have the right to inspect these records at any time.

- O. Provide staff response for emergency repair of the streets and drainage system, as required. This response shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability of staff for emergency call-out throughout the term of this agreement.
- P. Perform other contract operations services as directed by the Owner and as may arise or be required in conjunction with the professional services contracted hereunder.
- Q. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- R. Perform streets and drainage improvements to existing system, including, but not limited to, replacing existing storm drainage pipes, installing, or replacing catch basins/junction boxes, and drainage systems as directed by the Director of Public Works and City Manager. SERVICE PROVIDER shall coordinate as needed with City's contractors performing special improvements projects.
- S. Make recommendations as deemed needed to the Director of Public Works for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's streets and drainage systems, and/or to assure compliance with Federal, State, and local laws and regulations.
- T. Weed trimming and sidewalk cleaning according to City standards and based upon a systematic scheduling approach.
- U. With respect to wintery weather or in anticipation of such conditions, the SERVICE PROVIDER shall place sand or salt on bridges or other needed areas according to the direction of the Director of Public Works.
- V. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing system, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the system upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

Section 3.06 Benchmark Performance Standards for Street Maintenance and Repair Services.

- A. **Street Requests for Services.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and response time, where requests for services are received requiring work to be performed for "street maintenance" under Section 3.05 above. The Criteria for Benchmark Performance Standards for services requested are specified on Appendix "G" annexed hereto as a material part of this contract.
- B. **Routine Street Maintenance and Repairs.** SERVICE PROVIDER shall comply with the "benchmark" performance standards for quality, production and response time in the systematic routine maintenance and repairs required to be performed for "street maintenance" under Section 3.05 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are listed on Appendix "H" annexed hereto as a material part of this Contract. Additionally, a Street Sweeping Plan shall be submitted by SERVICE PROVIDER with its response and said plan shall be attached hereto as Appendix "N".
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.07 Drainage Services. Ditches and water courses, pipes and culverts making up the City's drainage system shall be identified and maintained by SERVICE PROVIDER in a professional and reasonably expedient manner according to benchmark standards for performance and quality and pursuant to and in accordance with all applicable or governing standards, regulations, and requirements of the U. S. Army Corps of Engineers, Mississippi Department of Environmental Quality, Mississippi Department of Marine Resources, as well as other applicable or governing legal standards, regulations, or requirements. Drainage services performed by SERVICE PROVIDER shall include, but not be limited to, the following:

- A. Vegetation growth, brush, debris, and other obstructions interfering with drainage flow in ditches and system drainage water courses shall be removed and disposed of in accordance with benchmark standards for performance. However, if such removal seen by SERVICE PROVIDER is needed or necessary to avert, avoid, or ameliorate a dangerous condition it must be completed by SERVICE PROVIDER immediately upon notice or discovery of the same;
- B. Systematic schedule for drainage maintenance shall be developed and

followed to ensure all systems are regularly maintained.

- C. Apparent damage to ditch linings shall be reworked and maintained as reasonably possible to reduce erosion and slope instability. Placement of materials on slopes may be required. Where non-budgeted improvements are needed, SERVICE PROVIDER shall make recommendations to City for planned improvements;
- D. Debris interfering with drainage through culverts, or in the areas of street drains and gutters shall be removed and disposed of in a proper manner according to City's benchmark standards for performance and quality, however when removal is needed or necessary to avert, avoid, or ameliorate a dangerous condition it must be completed by SERVICE PROVIDER immediately upon notice or discovery of the same;
- E. SERVICE PROVIDER will observe and inform City of apparent damages or defects in system culverts requiring capital expenditures to avert a safety hazard or major blockage of the City's drainage system, and shall recommend a prioritized list of such expenditures for City's planned expenditures;
- F. Subsurface drainage pipes shall be cleaned to remove obstructions interfering with the flow. TV inspections to be performed as needed.
- G. Where visible, drainage pipes will be observed for existing or potential failures, cave-ins, or defects. The City shall be notified of any such apparent conditions that may constitute a safety hazard or may materially affect the City's drainage system. SERVICE PROVIDER shall make recommendations to correct such problems.
- H. SERVICE PROVIDER shall perform streets and drainage improvements to the existing system including the replacing of existing storm drainage pipes, installing or replacing catch basins/junction boxes, and drainage systems as directed by the Director of Public Works OR City Manager. SERVICE PROVIDER shall coordinate as needed with City's contractors performing special improvement projects.
- I. SERVICE PROVIDER shall comply and assist the City in complying with current EPA requirements in the operation, maintenance, and improvement of the Streets and Drainage System.
- J. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing system, the SERVICE PROVIDER shall immediately perform all work as

needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the system upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

- K. Perform other contract operations services as directed by the Owner and as may arise or be required in conjunction with the professional services contracted hereunder.
- L. Make recommendations as deemed needed to the Director of Public Works or City Manager for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's systems, and/or to assure compliance with Federal, State and local laws and regulations.

Section 3.08 **Benchmark Performance Standards for Drainage Services.**

- A. **Drainage Service Requests.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received that require work to be performed for Drainage Services under Section 3.07 above. The Criteria for Benchmark Performance Standards for drainage service requests are specified on Appendix "I" annexed hereto as a material part of this Contract.
- B. **Routine Drainage Maintenance and Repairs.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the drainage system (i.e., ditch and pipe cleaning) to be performed for Drainage Services under Section 3.07 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified in Appendix "J" annexed hereto as a material part of this Contract. Additionally, a Ditch Maintenance Plan shall be submitted by SERVICE PROVIDER with its response and said plan shall be attached hereto as Appendix "M".
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.09 **Call Center services to be performed by the City shall include the following:**

- A. City shall operate a Call Center which calls shall be answered, and service requests created in Tyler Technologies work order software system or similar software system. Majority of calls for general assistance shall be initially

taken by the City's Call Center. However, the SERVICE PROVIDER shall be required to answer all calls as well as to timely address and respond thereto.

ARTICLE IV. - GENERAL OBLIGATIONS OF SERVICE PROVIDER

In performing the services herein required of SERVICE PROVIDER, it is covenanted and agreed, as follows:

Section 4.01 Staff and Employees.

- A. SERVICE PROVIDER shall hire, train, employ and supervise sufficient employees and management personnel to operate and manage the project and perform the services required under this Contract. It is agreed, however, that the employee staff, shall include, but not be limited to personnel identified in Appendix "K", with necessary qualification and training to perform the standards of work required for each said employee position. An organizational chart, a list of said Key and Essential positions, educational requirements, minimum rates of pay, and detailed job descriptions for the streets, drainage, sewer and water maintenance portions of the Contract is annexed hereto as Appendix "K" and made a part hereof. The City Public Works Director and City Manager shall approve Key and Essential personnel as listed. All employees shall be full time and performing work for the City of Gautier under this Contract completing business related to Gautier Public Works. The project manager is subject to approval of the City Manager. The City Manager, at his/her sole discretion may require SERVICE PROVIDER to replace key personnel during the life of the contract in the event of dissatisfaction with SERVICE PROVIDER'S key personnel.
- B. SERVICE PROVIDER shall maintain the total number of positions as defined in Appendix "K". In the event a position becomes vacant, the SERVICE PROVIDER shall fill that position within thirty (30) working days of the previous termination for non-Key and non-essential positions, and sixty (60) working days for Key and Essential positions. SERVICE PROVIDER shall supply Owner records of personnel status to substantiate staffing. SERVICE PROVIDER shall reimburse the City of Gautier at the minimum rate listed in Appendix "K" plus 50% per work day for each unfilled position once the allowable working days after termination have expired. The City shall deduct this amount from the monthly retainage and final pay application.
- C. SERVICE PROVIDER shall assume sole responsibility for cost of labor and benefits of all employees required to operate the System. Said employees shall continue to be employees of SERVICE PROVIDER and not the City.
- D. Perform work planning and scheduling for the staff, including documentation of the completion of those work tasks. Monthly reports of progress shall be provided to the owner monthly.
- E. Develop an Emergency Response Plan for use by the Project Staff approved by the City of Gautier. This plan shall address Homeland Security, Mississippi Department of Environmental Quality and Mississippi Department of Health requirements

including, but not limited to oil spills, sewer spills and water outages.

- F. Provide training, education and staff development as needed to maintain employees qualified and able to perform the work required by Section 3.02, Section 3.05, Section 3.07, Section 3.09, Section 3.10, and Section 3.11 above in a good, courteous, and workmanlike manner. This training will include, but is not limited to orientation, safety, continuing education, and monthly training. SERVICE PROVIDER is responsible for computer training for all programs currently used by the City's Public Works Department, including, but not limited to, Microsoft Office Suite, project planning software, Internet Tyler Technologies, and Mission Control Systems (SCADA). SERVICE PROVIDER's staff shall be NIMS trained as needed.
- G. Each employee assigned to a position shall be required to demonstrate to SERVICE PROVIDER the ability and knowledge necessary to perform the job function successfully. The certification practices shall be subject to review and satisfaction of the Director of Public Works and the City Manager. City has the right to revoke the ability for an employee of the SERVICE PROVIDER to continue in a position if unreasonable instances of rework occur or for other good cause, as determined by the City.
- H. SERVICE PROVIDER shall obtain and keep current any and all business, professional and/or privilege licenses required by Federal, State or Local law or regulation to perform the services to be provided to City under this Contract. SERVICE PROVIDER's staff shall possess all required licenses including but not limited to driver's license, herbicide license, etc. to perform the work under this contract.
- I. SERVICE PROVIDER shall implement and adhere to a random drug / alcohol screening program that all employees are subject to and is consistent with state and federal law. Blind results of test results shall be forwarded to the City Public Works Director. This program shall include policies for disciplinary action, including dismissal for failure of drug / alcohol tests. To the extent permitted by law, SERVICE PROVIDER's drug / alcohol screening program shall also minimally include pre-employment tests, random drug / alcohol screening, and post-accident testing, including, but not limited to, accidents involving use of vehicles and equipment.
- J. SERVICE PROVIDER shall perform background checks for each employee prior to hiring.
- K. SERVICE PROVIDER shall perform all maintenance and repair on all equipment, vehicles, and tools provided by SERVICE PROVIDER.
- L. Nothing contained in this contract shall limit or excuse the SERVICE PROVIDER's responsibility and liability related to its employee's qualifications for and performance of duties assigned under this contract.

Section 4.02 Expense and Cost of Service Obligation of SERVICE PROVIDER.

SERVICE PROVIDER is responsible for all equipment. OWNER is only responsible for materials. No materials purchased by City for City use shall be used (on credit system or otherwise) by SERVICE PROVIDER except on City of Gautier projects.

Section 4.03 Other Obligations and Services by SERVICE PROVIDER.

- A. During any project rehabilitation phase, SERVICE PROVIDER shall comply with all regulatory requirements. Upon completion of any system rehabilitation, the SERVICE PROVIDER's liability under this clause shall continue.
- B. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- C. On a continuing basis, as a service under this Contract, SERVICE PROVIDER shall provide professional management assistance if requested by City to reduce the cost of operations and maintenance of the water and sewer system for Owner throughout the term of this Contract.
- D. SERVICE PROVIDER shall establish a system for response to "service call" repair needs and complaints in a reasonable and timely manner in conformity to the "benchmark standards" of this Contract so as to prioritize repairs according to apparent severity of the problem and the number of incidences requiring attention.
- E. SERVICE PROVIDER shall work with Public Works Director and City Manager to warn the public promptly of known dangerous conditions. This shall include, but not be limited to signage and door hangers. Media Communication (TV, radio, and newspaper) notifications will come from the OWNER; however, SERVICE PROVIDER shall timely provide all correct information regarding the known dangerous condition.
- F. Work Orders tracking labor, materials, and equipment usage must be completed with 100% accuracy for all requests and daily routine work. It is recognized by the parties that this tracking of work orders is essential in disaster events. Therefore, no exceptions are allowed without approval by the City's Director of Public Works with reason or cause given for failure to track these areas.
- G. Operate a computerized inventory management system to track materials and equipment (indoor, outdoor and storage yard) used for this Contract. The City of Gautier shall conduct an inventory inspection semi-annually. This inventory shall minimally be ninety-nine percent (99%) accurate. The SERVICE PROVIDER shall reimburse the City of Gautier for any missing equipment or

materials annually by September 30 each year during the term of the Contract below the ninety-nine percent (99%) accuracy level.

Section 4.04 Right of Entry, Easement Requirements. SERVICE PROVIDER shall not perform any service under this Contract on private property, without documentary proof of easement, right-of-entry, or title ownership in favor of City or SERVICE PROVIDER. SERVICE PROVIDER shall not enter private property without proper authorization and authorized or permitted by law. The SERVICE PROVIDER shall be entitled to rely at City's risk on the City's reasonable representation of rights of access, egress, easement or ownership of ditches, watercourses, drainage easements, streets, and roadways, and rights-of-entry.

ARTICLE V. - GENERAL OBLIGATIONS OF OWNER

The parties hereto covenant and agree to the following covenants, conditions and owner's obligations under this Contract, to-wit:

Section 5.01 Provision for Facilities, Vehicles and Equipment. As part of this Contract and the consideration herein, City shall provide for SERVICE PROVIDER's use of offices, office furniture, as provided and conditioned in Article II above, or elsewhere in this Contract only. All other items are the responsibility of the SERVICE PROVIDER. SERVICE PROVIDER shall provide the following:

- A. Perform and fund both the preventive and corrective maintenance repair including ordinary wear and tear (except for funding of repairs of damages caused by SERVICE PROVIDER, due to negligence or damage other than ordinary wear and tear to vehicles and equipment) for any and all City vehicles and equipment used by SERVICE PROVIDER under this Contract. "Ordinary wear and tear" shall include the normal and reasonable abrasions and deterioration of appearance, parts, and operational capabilities due to equipment age and operations performed in accordance with the manual associated with such vehicles and equipment.
- B. SERVICE PROVIDER shall perform and fund preventive and corrective maintenance repair, including ordinary wear and tear and replacement, if necessary, for any and all vehicles and equipment of SERVICE PROVIDER provided under this Contract.
- C. Provide Jackson County auto tags and inspection certificates that may be required for all SERVICE PROVIDER vehicles and equipment.

Section 5.02 Licenses, Easements, and Warranties. City shall maintain all easements, warranties, licenses, permits or other types of authorization that it has or shall require for the project. The duty is on the SERVICE PROVIDER to ensure these are in place prior to commencement of work.

Section 5.03 Taxes, Permit Fees, Etc. City shall pay all franchise, property, or other taxes and/or permit or license fees required by any governmental agency or by any regulation for system work under this Contract. City shall not be required to pay any tax on income earned by SERVICE PROVIDER as a result of this project, or any franchise

fees of SERVICE PROVIDER, and City shall not pay any professional licensing fee or professional association dues for SERVICE PROVIDER or any of its staff or employees. City shall not waive any professional fees normally charged by City for individuals or SERVICE PROVIDER employees to perform their trade because of this Contract.

Section 5.04 Budgeted Costs Retained by City. City shall continue to pay for financial and budget items not assumed by SERVICE PROVIDER under this Contract required for operations and management of the Systems. Obligations of City include utilities and local telephone service (SERVICE PROVIDER shall pay all long distance charges), building materials, repair parts, limestone, asphalt, gravel, concrete/cement, sewer or water pipe materials, meters and related supplies, and operating supplies for the system. All other items not listed above are the sole responsibility of the SERVICE PROVIDER to pay.

ARTICLE VI. - COMPENSATION BY CITY TO SERVICE PROVIDER

Section 6.01 Annual Base Fee. The base fee to be paid by City to SERVICE PROVIDER is agreed hereby to provide for the administration and compensation according to the intent of this Contract. In accordance with this Contract, the Owner shall pay the SERVICE PROVIDER as base fee per year of the term of this Contract, as follows:

Total Base Fee Per Year (Prorated if Necessary) \$ _____

The base fee includes but is not limited to cost of labor, benefits, vehicles, equipment, tools, office supplies, fuel, gas, Lyme, chemicals such as chlorine or others that are necessary for water treatment plants.

Except for emergency calls, SERVICE PROVIDER's holiday schedule shall be limited to the same holidays approved by the Governing Authority of City.

The first year for which the prorated annual base fee shall apply begins on the "**commencement date**" of the Contract and expires on September 30 of that fiscal year, and each succeeding year of the Contract for purposes of annual base fee shall cover the twelve-month period occurring from October 1 to September 30.

Section 6.02 Escalation or Adjustment of Annual Base fee.

A. **Escalation.** There shall be no escalation or adjustment in the annual base fee for the term of this contract.

B. **Adjustment of Base Fee for Change of Scope of Services.** In the event that a change in scope of services is initiated by the Owner, Owner and SERVICE PROVIDER will negotiate and provide by written amendment hereto a commensurate adjustment, if necessitated, in the annual base fee to be paid during the remainder of the term of this Contract to cover increased labor costs, or to deduct costs where the scope of services may be decreased.

- C. **Changes Decreasing the Scope of Contract.** Where budget amendments are adopted to decrease the scope of services under this Contract, the Contract shall be amended, and compensation adjusted for a decrease in staffing as is appropriate.

Section 6.03 **Monthly Payment of Annual Base Fee.** One-Twelfth (1/12th) of the annual base fee ("**monthly payment**") for the then current year shall be due and payable in arrears, subject to an invoice for payment, and submitted to the City's Director of Public Works, or designated representative on the last day of the month for each month that services are to be provided, less monthly retention amounts for quality and performance assurance as required by this Contract and less, if any, the personnel deficiency and/or equipment damage adjustments. The application for payment, if legal and accurate, will be paid on the claims docket approved at the second meeting of the following month.

Section 6.04 **Change in Work.**

- A. **Changes Within Scope of Contract,** Owner may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and SERVICE PROVIDER shall expeditiously perform the changes as directed.
- B. **Changes Increasing Scope of Contract.** Any change in the work that results in an increase in the utility workforce shall correspondingly increase the costs as provided in this Article. Water and Sewer System modifications and expansions, which result in a recognized need and resulting Owner approved increase in staffing; or increases in staffing to respond to new State and federal regulations constitute a change in the work and a "change of scope of services." Streets and Drainage System modifications and expansions due to annexation of adjoining areas by the City which result in a recognized need and resulting Owner approved increase in staffing constitute a change in the work.

Section 6.05 **Retained Compensation to Assure Achievement of Quality, Response and Production Standards.**

- A. **Purpose of Retention of Compensation.** The purpose for City's retention of compensation is to assure that SERVICE PROVIDER has achievement and incentive standards for performance in the areas of customer satisfaction, quality of work, production and timely response, and systematic routine maintenance, and that the City has applicable benchmarks to measure contract performance.

- B. **Retention of Compensation.** From the Monthly Base Fee one twelfth (1/12) of the annual retention amount to be paid by City to SERVICE PROVIDER under this Contract, City shall retain a total of five percent (5%), by retention from each monthly compensation fee payment. Said retention from monthly payments shall commence with the monthly base fee payment due for the first month of the annual period of this contract beginning on November 13, 2023 (commencement date). Retention from monthly base fee payments shall continue in the same amount each month during the remainder of the Term of this Contract. Penalties assessed as set forth in C-G of this article shall be at the sole discretion of the City, as recommended by the City Manager, and decision of the City, as recommended by the City Manager shall be final.
- C. **Penalty for Failure to Timely/Properly Complete Service Requests/Required Work.** In the event SERVICE PROVIDER does not complete a service request according to benchmark quality and time standards in its entirety or in accordance with requirements/standards set out, referenced, or adopted in this Contract, including, but not limited to, documentation, restoration and clean up, the City shall deduct \$200 per instance and \$25 per day thereafter, as approved by the City's Director of Public Works. In addition, in the event SERVICE PROVIDER does not complete the the work in any ongoing schedule as required with the allowed three (3) Day Grace period the City shall deduct \$1,000 per instance and \$500 per day thereafter, as approved by the City's Director of Public Works and City Manager.
- D. **Penalty for Not Responding to "After Hours" Calls.** In the event SERVICE PROVIDER does not respond by either telephone or site visit within one (1) hour to Customer requesting service, the City shall deduct \$200 per instance, and \$50 per hour thereafter, as approved by the City's Director of Public Works and City Manager.
- E. **Penalty for Negligent / Deficient After-Hours Priorities.** In the event that after hours emergency events which endanger the public, including, but not limited to sewer main breakage, sewer force main breakage, water main breaks larger than 1.5", street cave-ins or major storm drain blockage, are not responded to and repaired immediately, the City shall deduct \$200 per instance, as approved by the City's Director of Public Works and City Manager.

- F. **Penalty for Failure to Meet Construction Specifications.** In the event SERVICE PROVIDER does not comply with construction plans and specifications for work related to this Contract, or SERVICE PROVIDER fails to properly perform routine work related to this contract including, but not limited to installing pipe at incorrect grade, failure to compact fill or poor concrete workmanship, the City shall deduct a minimum of \$200 per instance plus the SERVICE PROVIDER shall pay all costs of rework, or cost of itemized rework, as approved by the City's Director of Public Works and the City Manager.
- G. **Penalty for Failure to Comply with City of Gautier Policies.** In the event SERVICE PROVIDER does not comply with policies related to this Contract as stated by the City of Gautier, the City shall deduct \$200 per instance, as approved by the City's Director of Public Works and City Manager.
- H. **Disposition of Annual Retention Amount.**
- 1) **Annual Review Authority of Retention.** The City Comptroller and the Public Works Director within ninety (90) days of the end of the fiscal year will measure performance relative to benchmarks for the purpose of determining disposition of the retained funds. A report of the performance shall be completed by Public Works Director within twenty (20) days of the end of the fiscal year for the SERVICE PROVIDER.
- (a) Response Time/Production Time. Using the table of benchmarks for the problem corrected and the time parameters set out in this Contract, a City of Gautier inspector will determine by random inspection or otherwise if service requests were completed as indicated in the work order system within the benchmark time allocated for the problem. Response and production time shall be determined as specified on attached appendices.
- (b) Quality of Work. Using the City of Gautier benchmarks, the Public Works Director or other designated employee will determine by random inspection or otherwise if service requests were completed according to City quality standards.
- (c) Routine Maintenance. The measurement for these services shall be determined by the City for each routine maintenance item according to the benchmarks established in the attached appendices or within the parameters otherwise stated herein.
- 2) **Annual Performance.**
- (a) Annual Report. Upon completion of the annual report referenced in Article V 5.01 the report shall be presented to the City Manager and the SERVICE PROVIDER. The disposition of the retained base fees during the annual period of the report referenced in 6.05 H 1 shall be the retainage less all penalties assessed.

- (b) Payment of Retained Fees. The disposition of the retained base fees during the annual period of the report referenced in 6.05 H 1 shall be the retainage less all penalties assessed.

Mitigation of Deductions for Performance Deficiencies.

- (c) Force Majeure. Delays caused by rain or severe weather conditions, or other events beyond the control of the SERVICE PROVIDER, including but not limited to, supply shortages and not typically found to exist at such time in the "relevant area" that directly cause the SERVICE PROVIDER not to meet response time or production benchmarks / parameters shall not be included in measuring performance, or shall be adjusted to account for such uncontrollable delays. For purposes of this Paragraph, "relevant area" is defined to be the City of Gautier, Mississippi. In order to avail itself of this Paragraph, SERVICE PROVIDER must substantially demonstrate that there was a causal connection between the deficiencies in performance and the subject event(s) or condition(s) and that they had taken all reasonable steps to avoid the operation of this Paragraph.

ARTICLE VII. - REIMBURSEMENTS BY OWNER TO SERVICE PROVIDER

Section 7.01 **Emergency Purchases and Expenditures.** Repair parts, or emergency expenditures may be purchased on an "emergency basis" by SERVICE PROVIDER if needed to protect the health and well-being of the public. SERVICE PROVIDER shall notify the City for approval of such emergency expenditure prior to incurring the same, and if said prior notice is not possible, notice of the purchase or expenditure shall be given to the City as early as possible thereafter and in advance of the next regular or special City Council meeting. Emergency Expenditures shall be invoiced to City by Vendor and paid on the next regular claims docket. An appropriate justification of emergency expenses will be provided to the City. SERVICE PROVIDER shall cooperate and coordinate with City in addressing the emergency expense item with itemized costs thereof, and justification to the Governing Authority of the City as necessary to comply with State Purchasing Laws pertaining to emergency expenditures.

ARTICLE VIII. - TERM AND RENEWALS / EXTENSIONS

Section 8.01 **Initial Term; Extended Terms.** The initial term of this Contract ("**Initial Term**") shall commence on November 13,2023 ("**Commencement Date**") and shall expire (unless sooner terminated as herein provided or permitted by law) on September 30,2028. Unless the Contract has been previously terminated or canceled or either party has provided proper written notice to the other of their intention not to renew (or extend) this Contract at least 180 days prior to the expiration of any term (the "Initial Term" or an "Extended Term")

Section 8.02 **Cessation of City's Obligation As a Matter of Law.** The Governing Authority of the City elected for a term of office beginning in July 2025 and in July 2029 may act to renegotiate or cease funding of this Contract with or without cause at any time after officially commencing to serve its term of office, or otherwise void this agreement. Unless and until official action, if any, to renegotiate, terminate, or void this Contract is taken by the newly elected Governing Authority, and reasonable notice is given by City to SERVICE PROVIDER thereof, said Contract shall remain in full force and effect until expiration of the applicable Term as provided herein.

ARTICLE IX. - INDEMNITY. LIABILITY AND INSURANCE

Section 9.01 SERVICE PROVIDER's Liability and Indemnity.

SERVICE PROVIDER agrees to protect, indemnify, defend and hold harmless the City and its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating in any way, directly or indirectly, out of this Contract or the performance thereof. SERVICE PROVIDER shall not invoke City's ownership of property involved as a defense against claims of acts or omissions by SERVICE PROVIDER's employees of vehicles or equipment provided by City to SERVICE PROVIDER under this Contract. All indemnity of City by SERVICE PROVIDER under this Article shall include City employees, officials, agents and representatives. It is understood that if SERVICE PROVIDER has custody and control of vehicles and equipment owned or leased or rented by City, SERVICE PROVIDER shall be solely responsible and fully indemnify City when said vehicles and equipment are in operation or custody of SERVICE PROVIDER or its agents, employees, or officers or those on behalf of the SERVICE PROVIDER. Further, if SERVICE PROVIDER has custody and possession of Owners' vehicles and equipment it shall be only for purpose of performing municipal services pertaining to operations and maintenance of City's systems under this Contract.

Section 9.02 SERVICE PROVIDER's Liability for Fines and Penalties.

SERVICE PROVIDER shall be responsible for, and indemnifies and agrees to hold harmless the Owner, its employees, officials, agents and representatives from liability or claims of liability of any kind, fines, penalties or assessments incurred for failure to perform responsibly by SERVICE PROVIDER under the terms of this Agreement, or violations of any governmental or agency regulations on the part of the SERVICE PROVIDER, SERVICE PROVIDER's employees, agents, officers or representatives, required of SERVICE PROVIDER to be performed under this Contract.

Section 9.03 **Insurance by SERVICE PROVIDER.** SERVICE PROVIDER agrees to procure and maintain, at its sole cost and expense, during the term of this Contract, insurance of the types and minimal amounts, as follows:

- A. **Worker's Compensation.** At all times during the term of this Contract, SERVICE PROVIDER shall keep worker's compensation insurance in

effect in full compliance with all applicable State and Federal laws and regulations, with waiver of subrogation against City or its insurers.

- B. **Employer's Liability Insurance.** At all times during the term of this Contract, SERVICE PROVIDER shall keep employer's liability insurance in effect in minimum amounts of \$1,000,000.00 per individual claim covering injury or death to any employee of SERVICE PROVIDER **which may be outside the scope of liability under the Worker's Compensation Act**, and shall insure against losses due to employee dishonesty, forgery, and alteration with minimum limits of liability of \$100,000.
- C. **General Liability Insurance.** At all times during the term of this Contract, SERVICE PROVIDER shall keep commercial general liability insurance and general liability insurance for operation of all vehicles and equipment used in the course of business under this Contract covering third party liability in an amount of not less than \$2,000,000.00 combined single limits per occurrence for bodily injury or property damage. Said policy shall be insured by an insurance company, or companies, with a current rating by BEST of A-X (10), or otherwise, by companies accepted by Owner in writing in the event of a lesser rating. Rental Equipment must have a rider to provide insurance.
- D. **Comprehensive, Collision, and Uninsured Motorist Insurance.** Owner and SERVICE PROVIDER recognize that SERVICE PROVIDER assumes liability to City in the event of SERVICE PROVIDER'S use and control of City vehicles and equipment, if any, as set forth in Sec. 9.01. At all times during the term of the Contract, SERVICE PROVIDER shall maintain Automobile liability insurance and property damage insurance to cover and insure all equipment and property used by SERVICE PROVIDER or its contractors or agents in the course of business under the contract as well as all equipment and property of the owner that even though not in use at the time, is subject to use by the SERVICE PROVIDER or its agents or contractors in the course of business under the contract, to include without limitation comprehensive and collisions coverages as well as uninsured motorist insurance, each with a minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include without limitation any motor vehicle, whether owned, hired, or non-owned.
- E. **Additional Excess Liability Insurance.**
- At all times during the term of this Contract, SERVICE PROVIDER shall keep additional excess liability insurance including Pollution Liability Insurance in minimum amount of \$5,000,000.00.
- F. **Professional Liability Insurance.**
- At all times during the term of this Contract, SERVICE PROVIDER shall keep professional liability insurance in minimum amounts of \$2,000,000.00.

Section 9.04 Insurance Policy Requirements for SERVICE PROVIDER's Insurance. All policies required to be carried by SERVICE PROVIDER under Article IX shall be written on an occurrence basis, except for professional liability, which may be written on a claims-made basis, and all said policies shall name the City as an additional insured. Said policies shall provide that insurers at risk are primary insurers and that no claim will be made by the insurers that the City is a primary or contributing insurer with respect to any liability covered by the policy or policies or where SERVICE PROVIDER is liable to City according to this Contract. All policies shall further provide that the City is in no way obligated for the payment of premiums thereon, and that said policies may not be canceled without thirty (30) days prior written notice to City. The existence or non-existence of insurance shall not waive or reduce or limit the responsibilities, obligations, or requirements, legal or otherwise, of SERVICE PROVIDER under this Contract or any amendment thereof or otherwise existing under law. SERVICE PROVIDER shall further purchase and acquire at its own expense such tail insurance policies or coverage upon or prior to cancellation, termination, cessation, or other end of this Contract or any amendment thereof to insure against the risks associated with this Contract and its amendments and SERVICE PROVIDER's performance, responsibilities, obligations, or requirements under the Contract and its amendments for up to one (1) full year (365 days) following the end of the Contract. SERVICE PROVIDER shall provide copies of all effective policies of insurance that are within the purview of this Section to Owner.

Section 9.05 Notice of Claims. Each party agrees to notify the other forthwith of any asserted or potential claims or any occurrences that may involve the liability or insurance of the other, and to cooperate with each other in addressing such claims.

Section 9.06 Settlement of Uninsured Claims. In the event of damage to vehicles, equipment, or personal property of Owner for which SERVICE PROVIDER is liable to City under this Contract and where the damages are not covered by SERVICE PROVIDER's comprehensive, collision or uninsured motorist insurance, or claim is denied by SERVICE PROVIDER's Insurance carrier, SERVICE PROVIDER shall be responsible to City for the property loss and/or reasonable costs of repairs.

ARTICLE X - COORDINATION BETWEEN OWNER AND SERVICE PROVIDER

Section 10.01 Coordinators. The Director of Public Works will represent the City in administering and coordinating the Contract relationship between City and SERVICE PROVIDER for operations and maintenance of the Streets, Drainage, Water and Sewer and other systems portion of this Contract. The coordinator may assign certain City employees to communicate with SERVICE PROVIDER concerning special activities, i.e., communications, maintenance, citizens' complaints, claims, etc.

ARTICLE XI. - ACCOUNTING RECORDS

Section 11.01 **SERVICE PROVIDER's Records.** SERVICE PROVIDER shall keep full and detailed records and books of account on the basis of generally accepted accounting practices in effect as of the effective date of this Agreement showing the actual direct cost to the SERVICE PROVIDER under the provisions of this Contract.

Section 11.02 **Owner's Access.** In addition to the records maintained under Section 11.01 above, Owner shall be afforded access to all the SERVICE PROVIDER's other records, books, correspondence, instructions, memoranda, payroll records, and similar data relating to this Contract and any of the work pertaining to the Contract.

Section 11.03 **Preservation of Records.** SERVICE PROVIDER shall preserve financial documents and other records to which Owner has access rights without additional compensation for a period of three (3) years, or such longer period as required by law, after final payment; and shall turnover or copy and release or otherwise preserve for access to City such documents and records upon termination or expiration of the Contract.

ARTICLE XII. - DEFAULT AND TERMINATION

Section 12.01 **Default by SERVICE PROVIDER.** The occurrence of any of the following events shall constitute **default by SERVICE PROVIDER** under this Contract:

- A. SERVICE PROVIDER's failure to comply with any term, provision, or covenant of this Contract continuing for a period of thirty (30) days after written notice thereof to SERVICE PROVIDER;
- B. SERVICE PROVIDER's abandonment of the project without notification and justification to Owner for seven (7) consecutive days or more;
- C. SERVICE PROVIDER's doing or permitting to be done anything which causes a lien upon Owner's property, real or personal, without the prior official consent of Owner, and failure to discharge or secure release of such lien within (30) days after written notice thereof.
- D. SERVICE PROVIDER's submitting false invoices for payment.

Section 12.02 **Default by Owner.** Owner shall be in default under this Contract if Owner shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained herein and on its part to be performed or observed, including the payment of any sums required hereunder, and if Owner fails to cure said default within thirty (30) days after written notice thereof to Owner from SERVICE PROVIDER.

Section 12.03 **Restriction against Hiring City Employees.** It is recognized by the parties that solicitation and granting opportunities for employment of existing City employees by SERVICE PROVIDER is adverse to its contract relationship with the City and is detrimental

to City's relationship with its employees. In recognition thereof, SERVICE PROVIDER agrees that it shall be a material breach of this Contract for the SERVICE PROVIDER to offer to employ or to employ City of Gautier employees while employed by the City or within twelve (12) months after their employment relationship with the City ceases. The Director of Public Works and City Manager have the option at their sole discretion to allow the employment of a city employee by the SERVICE PROVIDER or within twelve (12) months after employment ceases.

Section 12.04 Termination for Breach of Contract. If either party is in default or breach of this Contract as described in Section 12.01 or 12.02 above, the party not in default may terminate this Agreement for default by giving ninety (90) days written notice of termination to the party in default.

Section 12.05 Other Remedies. For default or breach of contract, either party may bring an action against the offending party for specific performance, or damages, including reasonable attorney fees and costs, and assert any remedies to which it is entitled in law or equity. Upon termination by Owner for default of SERVICE PROVIDER as herein provided, Owner may enter upon and take possession of the project and systems, including all vehicles, equipment, tools, and facilities to the exclusion of SERVICE PROVIDER, and shall be entitled to reasonable attorney fees and costs required to re-take possession.

Section 12.06 Cooperation Upon Termination. Upon notice of termination by Owner, or, prior to voluntary termination due to the expiration of the Contract or mutual agreement, SERVICE PROVIDER shall assist Owner in an orderly transition of the staff and a resumption of operation of the project by Owner or Owners new Service Provider.

ARTICLE XIV. -OTHER CONTRACT PROVISIONS

Section 14.01 Cooperation. Each party agrees to use commercially reasonable efforts to assist the other party in discharging its obligations and responsibilities under this Contract, to complete and implement the transactions contemplated by this Contract, and to perform the conditions thereof, and to amend the Contract in a reasonable manner to clarify ambiguities that may arise in the administration of this Contract relationship.

Section 14.02 Waiver. No forbearance, delay, or failure by either party to exercise any right under this Contract, and no partial or single exercise thereof shall constitute a waiver of that or any other right unless expressly provided therein, or unless such waiver shall be in writing and signed by the waiving party.

Section 14.03 Entire Agreement. This Memorandum of Contract and the appendices and exhibits hereto, all of which form a material part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owner and SERVICE PROVIDER. Except as otherwise provided for herein no subsequent alteration, amendment, change, addition, or modification to this Contract shall be binding upon either party unless reduced to writing, signed in behalf of each party by a duly authorized official, and approved by the Governing Authority of the City. Wherever used, the terms "Owner"

and "SERVICE PROVIDER" shall include the respective officers, directors, elected or appointed officials, employees, and representatives.

Section 14.04 **Captions and Interpretations.** The caption, section numbers, article numbers and indices appearing in this Contract in no way define, limit, construe or describe the scope or intent of such section or article. The language and all parts of this Contract shall, in all cases, be construed as a part of the whole according to its fair meaning and not strictly for or against either party.

Section 14.05 **Partial Invalidity.** If any term, covenant, or condition of this Contract, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Contract shall be valid and shall be enforced to the fullest extent permitted by law.

Section 14.06 **Successors and Assignability.** All rights and liabilities herein given to or imposed upon the respective parties hereto shall, except as may otherwise be herein provided, extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No right shall, however, inure to the benefit of any assignee or successor of SERVICE PROVIDER, unless the same was officially approved in advance in writing by the Owner through official action of its Governing Authority.

Section 14.07 **Survival of Obligations.** All obligations of either party to the other which by their nature involve performance, and any particular, after the end of the term which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

Section 14.08 **Governing Law.** This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi.

Section 14.09 **Holding Over.** In the event that operations and maintenance by SERVICE PROVIDER by actual or constructive consent by City, and use and possession of City properties by SERVICE PROVIDER shall continue after expiration of the term, or sooner termination hereof, the relationship between the parties shall be subject to all of the terms and conditions of this Contract, and nothing herein shall be construed to authorize any such continuance of the Contract, or limit either party's remedies in the event thereof.

Section 14.10 **Amendment to Scope of Services.** This Contract (excluding sewer services) may be amended at any time hereafter to enlarge upon and expand the scope of Public Works services performed by SERVICE PROVIDER, or to decrease the scope existing of services, provided that such amendment or modification is in writing and is approved by the Governing Authority and SERVICE PROVIDER prior to such change taking effect.

ARTICLE XV. -NOTICES

All notices shall be in writing and transmitted by certified mail or personal delivery, as follows:

Section 15.01

To SERVICE PROVIDER:

NAME:

ADDRESS:

PHONE:

FAX: _____

Unofficial Copy To:

LOCAL ADDRESS:

Gautier, MS 39501

Section 15.02

To Owner:

City of Gautier

Attention: City

Manager

3330 Hwy 90

Gautier, MS 39553

Unofficial Copy To:

City of Gautier

Attention: Director of Public Works

3305 Gautier Vancleave Road

Gautier, MS 39553

City of Gautier

Attention: City Attorney

3330 Hwy 80

Gautier, MS 39553

APPENDICES

- A. Request for Proposals
- B. Equipment and Vehicles Provided by SERVICE PROVIDER
- C. Benchmark & Performance Criteria - Water Requests
- D. Benchmark & Performance Criteria – Routine Water Maintenance
- E. Benchmark & Performance Criteria - Sewer Requests
- F. Benchmark & Performance Criteria - Routine Sewer Maintenance
- G. Benchmark & Performance Criteria – Street Requests
- H. Benchmark & Performance Criteria – Routine Street Maintenance
- I. Benchmark & Performance Criteria – Drainage Requests
- J. Benchmark & Performance Criteria – Routine Drainage Maintenance
- K. Mission Critical Personnel, Minimum Wage Rates, Detailed Job Descriptions, Education Requirements, Organization Chart
- L. List of Annual Parades & Special Events / Holiday Schedule
- M. Ditch Maintenance Plan
- N. Street Sweeping Plan

IN WITNESS WHEREOF, each of Owner and SERVICE PROVIDER has caused this Memorandum of Professional Services Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

OWNER:

SERVICE PROVIDER:

CITY OF GAUTIER, MISSISSIPPI

NAME

BY: _____
CITY MANAGER

BY: _____
PUBLIC WORKS DIRECTOR

ATTESTED BY:

ATTESTED BY:

CITY CLERK

SECRETARY

_____, 2021

_____, 2021

APPENDIX A

Request for Proposals

APPENDIX B

Equipment and Vehicles

SERVICE PROVIDER agrees to provide all equipment, vehicles, and tools necessary to provide the professional services under this contract. Upon the initial provision of services, SERVICE PROVIDER will provide the following vehicles, equipment, and tools to be used in relation to this contract:

(TO BE PROVIDED BY SERVICE PROVIDER)

* This list must be updated annually.

APPENDIX C

Benchmarks & Performance Criteria – Water Requests

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
1	BAD TASTING WATER – Responds to water quality complaint	Dept. of Health Standards	3 days
2	BROKEN METER – repair meter that is broken	Current Code/ Engineering Standards	8 days
3	HYDRANT LEAK – repair or replace leaking fire hydrant	Current Code/ Engineering Standards	7 days
4	METER LEAK – repair or replace leaking meter	Current Code/ Engineering Standards	7 days
5	METER ADJUSTMENT – adjust meter to different height or location	Current Code/ Engineering Standards	12 days
6	METER BOX BROKEN- repair or replace broken meter box	Current Code/ Engineering Standards	7 days
7	WATER DIRTY – respond to water quality complaint	Dept. of Health Standards	3 days
8	WATER LEAK – repair water leak	Current Code/ Engineering Standards	7 days
9	WATER MAIN BREAK – repair major water main break	Current Code/ Engineering Standards	1 day
10	WATER ODOR – respond to water quality complaint	Dept. of Health Standards	3 days
11	WATER PRESSURE LOW – respond to water quality complaint	Dept. of Health Standards	3 days
12	BOILER WATER NOTICE	Dept. of Health Standards	Immediate
13	DROP IN METER – install meter at location with service and box	Current Code/ Engineering Standards	10 days
14	INSTALL HYDRANT – install new fire hydrant where one does not exist	Current Code/ Engineering Standards	17 days
15	INSTALL VALVE – install new water valve	Current Code/ Engineering Standards	17 days
16	INSTALL WATER MAIN – install new water main	Current Code/ Engineering Standards	17 days

17	INSTALL METER – install new water meter	Current Code/ Engineering Standards	17 days
18	INSTALL YARD METER – install new yard or irrigation meter	Current Code/ Engineering Standards	17 days
19	LOCATE SERVICE CONNECTION – determine and mark location of city water and sewer service lines	Per Mississippi One Call Requirements	2 days
20	LOCATE WTR MAIN – determine and mark location of city water and sewer mains	Per Mississippi One Call Requirements	2 days
22	WATERTAP – install new water tap and service line	Current Code/ Engineering Standards	14 days

Appendix D

Benchmarks & Performance Criteria – Water Routine Maintenance

ITEM NO.	DEFINITION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
23	WATER WELL MAINTENANCE	Federal, State, & Local Requirements	On going
24	FIRE HYDRANT MAINTENANCE	Federal, State, & Local Requirements	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Appendix E

Benchmarks & Performance Criteria – Sewer Requests

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
25	LIFTSTAOUT – respond to lift station problems	As needed	Immediate
26	LIFTSTAOVERFLOW – respond to lift station problems	As needed	Immediate
27	MANHOLEBROKEN – repair manhole	Current Code/ Engineering Standards	7 days
28	MANHOLELIDMISSING – replace lid	Current Code/ Engineering Standards	3 days
29	SDRESSUPAREA - clean and grade area and provide proper erosion control	Current Code/ Engineering Standards	7 days
30	SEWERBACKUP – clean and unplug sewer line	Federal, State, & Local Requirements	Immediate
31	SEWERCAVEIN – determine cause and repair cave-in	Current Code/ Engineering Standards	7 days
32	SEWERLEAK – determine cause and repair leak	Current Code/ Engineering Standards	Immediate
33	CAMERASEWERLINES	Federal, State, & Local Requirements	7 days
34	INSTALLSEWERMAIN – install new sewer main to replace existing	Current Code/ Engineering Standards	Emergency: 3 days Non-Emergency: 7 days
35	INSTALLSEWERTAP - install new sewer tap and service line	Current Code/ Engineering Standards	14 days
36	LOCATE CITY SEWERLINE – determine and mark location of city sewer main	Per Mississippi One Call Requirements	2 days
37	SMOKETEST	Federal, State, & Local Requirements	17 days

APPENDIX F

Benchmarks & Performance Criteria – Sewer Routine Maintenance

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
38	SEWER SYSTEM & LIFT STATION MAINTENANCE	Federal, State, & Local Requirements	On going
39	SMOKE TESTING – Continuous program	Federal, State, & Local Requirements	On going
40	TV INSPECTION – Continuous program	Federal, State, & Local Requirements	On going
41	DYE TESTING – Continuous program	Federal, State, & Local Requirements	On going
42	CLEANING – Continuous	Federal, State, & Local Requirements	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX G

Benchmarks & Performance Criteria – Street Requests

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
43	BROKEN DRIVEWAY – Repair concrete, asphalt, or limestone driveway in city right-of-way or resulting from city damage	Current Code/ Engineering Standards	14 days
44	BROKEN SIDEWALK – Repair concrete sidewalk to include ADA standards	Current Code/ Engineering Standards plus ADA	22 days
45	CAVE IN – Determine cause and repair settled locations in right-of-way or easements.	Current Code/ Engineering Standards	Emergency: Immediate Non-Emergency: 7 days
46	CURB BROKEN – Repair concrete curb	Current Code/ Engineering Standards	22 days
47	CURRENT NEW CONSTRUCTION – Problems associated with new projects in progress	Current Code/ Engineering Standards	As needed
48	GUARDRAIL – Repair or install guardrails	Current Code/ Engineering Standards	12 days
49	HIGH GRASS – Cut grass by request of Public Works or City Manager	Current Code/ Engineering Standards	As needed
50	LITTER – Pick up litter upon request of Public Works or City Manager	Remove all litter in designated area	5 days
51	OILSPILL – Respond to assist in emergency cleanup of chemicals	Federal, State, & Local Requirements	3 days
52	PATCH CUT ACROSS – Repair utility cut across	Current Code/ Engineering Standards	4 days
53	POTHOLE – Patch pothole with asphalt	Current Code/ Engineering Standards	4 days
54	ROAD BLOCKAGE – Remove blockage from roadway such as tree.	Current Code/ Engineering Standards	As needed

Note: Emergency repairs are at the discretion of Public Works Director or City Manager.

55	SIDEWALK OVERGROWN – Trim and cut grass along sidewalks *request beyond routine scheduling*	Current Code/ Engineering Standards	12 days
56	STREET SWEEPING – sweep streets with mechanical sweeper equipment *request beyond routine scheduling*	Current Code/ Engineering Standards	7 days
57	TRASH PICK UP – Upon request pick up excessive amounts trash and debris in City right-of-way that solid waste is not responsible for.	Current Code/ Engineering Standards	7 days
58	TREE LIMBS OVER GROWN – trim tree limbs	Current Code/ Engineering Standards	7 days
59	TREE REMOVAL – Remove trees in-house or contract depending on case.	Current Code/ Engineering Standards	7 days
60	EROSION ON CITY RIGHT OF WAY – Install erosion control	Current Code/ Engineering Standards	7 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX H

Benchmarks & Performance Criteria – Streets Routine

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
61	STREET SWEEPING – Sweep streets with mechanical sweeper	Current Code/ Engineering Standards	On going per schedule and upon request
62	POT HOLE PATCHING – Patch potholes so that all holes are repaired on each street	Current Code/ Engineering Standards	On going and upon request
63	GRASS CUTTING – cut grass	Current Code/ Engineering Standards	On going cover entire city every 6 weeks and per schedule for major thoroughfares
64	WEED TRIMMING & SIDEWALK CLEANING -	Current Code/ Engineering Standards	On going and upon request

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX I

Drainage Requests Performance Benchmarks

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
65	CATCH BASIN BROKEN – Repair concrete catch basin	Current Code/ Engineering Standards	22 days
66	CATCH BASIN NOT DRAINING – unplug and clean catch basin	Current Code/ Engineering Standards	3 days
67	DITCH NOT DRAINING – unplug and clean ditch	Current Code/ Engineering Standards	7 days
68	INSTALL PIPE – Remove and replace storm drain pipe	Current Code/ Engineering Standards	Non-Emergency: 32 days Emergency: Immediate upon request of PW or CM
69	OVERGROWN DITCH – Cut grass in ditch and regrade	Current Code/ Engineering Standards	12 days
70	STORM DRAIN PIPE – Remove and replace storm drain pipe	Current Code/ Engineering Standards	22 days
71	STORM PIPE BROKEN – Remove, replace, or repair storm drainpipe	Current Code/ Engineering Standards	12 days
72	STORM PIPE COLLAPSED – Remove, replace, or repair storm drainpipe	Current Code/ Engineering Standards	12 days
73	STORM PIPE PLUGGED – Unplug and clean storm drain	Current Code/ Engineering Standards	5 days
74	STREAM BANK EROSION – Install erosion control measures	Current Code/ Engineering Standards	7 days
75	WATER STANDING – Clean drainage system	Current Code/ Engineering Standards	12 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX J

Benchmarks & Performance Criteria – Drainage Routine Maintenance

ITEM NO.	DEFINITION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
76	DITCH CLEANING	Current Code/ Engineering Standards	On going per schedule and upon request
77	SUBSURFACE DRAINAGE SYSTEM CLEANING (PIPE & INLETS), Including videoing and weep hole cleaning of concrete channel	Current Code/ Engineering Standards and EPA Stormwater Phase II requirements	On going, as needed, and upon request

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX K

**Organizational Chart, Minimum Wage Rates, Detailed Job Descriptions,
Educational Requirements for Water, Sewer, Streets and Drainage and Other
System Portions of Contract**

APPENDIX L

List of Annual Parades & Special Events / Holiday Schedule

- A. Mardi Gras Parade
- B. Christmas Parade
- C. Homecoming Parade
- D. Lights and Lagniappe
- E. Cruisin' the Coast
- F. Mullet Fest

APPENDIX M

Ditch Maintenance Plan (provided by SERVICE PROVIDER)

APPENDIX N

Street Sweeping Plan (provided by SERVICE PROVIDER)

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: April 16, 2024
Title: Consider a request for a two and one half (2.5) acre variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3101 Oak Street (GPC #24-07-VAR)

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

Summary Explanation: Consider a request for a two and one half (2.5) acre variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3101 Oak Street (GPC #24-07-VAR) (PID #87010065.000)

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 000-2024

WHEREAS, the Planning Department received a request from Al Easom, located at 3101 Oak Street, (PID #87010065.000) for a two and one half (2.5) acre variance to lot size requirements; and

WHEREAS, the property owner requests a two and one half (2.5) acre variance to lot size requirements in a MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District; and

WHEREAS, the applicants would like to parcel off 2.5 acres of his property at 3101 Oak Street for a Recreational Vehicle (RV) park; and

WHEREAS, the property is part of a five-acre parcel that is part of Southern Hideaway, which is an existing mobile home park; and

WHEREAS, the Unified Development ordinance states that the minimum area requirements for an RV Park is five (5) acres. The applicant needs a 2.5-acre variance to minimum lot size requirements for an RV park; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval with the condition that RVs located in the RV park cannot be more than 10 years old;

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 April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 04/10/2024
Subject: Consider a request for a two and one half (2.5) acre Variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial-Mary Walker Zoning District. 3101 Oak Street, (GPC #24-07-VAR)

REQUEST:

The Planning Department has received a request from Al Easom for a two and one half (2.5) acre Variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial-Mary Walker Zoning District at 3101 Oak Street, PID #87010065.000 (GPC #24-07-VAR). The application fee of \$175 was paid on December 12, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to parcel off 2.5 acres of his property at 3101 Oak Street, PID #87010065.000, for a Recreational Vehicle (RV) Park. The property is part of a five-acre parcel that is part of Southern Hideaway, which is an existing mobile home park. The Unified Development Ordinance (UDO) Section 6.5.4(A) states that the minimum area requirement for an RV Park is five (5) acres. The applicant needs a 2.5 acre variance to minimum lot size requirements for an RV Park.

DISCUSSION:

The applicant is asking for a 2.5 acre variance to minimum lot size requirements for an RV Park. He would like to parcel off 2.5 acres of his property at 3101 Oak Street and make it an RV Park. There is an existing mobile home park on the other part of this property. He plans to have twelve spots for RVs. Per the UDO, the minimum lot size for an RV Park is five acres. The property is located in the MURC-MW District.

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 the City Council approve the variance request with the condition that RVs cannot be more than ten years old.

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 4.4.24 (#24-07-VAR)
2. Complete Packet 24-07-VAR

Excerpt from April 4, 2024, Planning Commission Meeting:

The Planning Department has received a request for a two and one half (2.5) acre Variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial-Mary Walker Zoning District. 3101 Oak Street, (GPC #24-07-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the applicant wants to section off 2.5 acres of the existing property at 3101 Oak Street for a Recreational Vehicle (RV) Park. He has an existing mobile home park on the property and is asking to take an unused section of the property for the RV Park. The ordinance requires a five (5) acre minimum for an RV park, and he is asking for a reduction in that size by 2.5 acres.

REQUEST:

The Planning Department has received a request from Al Easom for a two and one half (2.5) acre Variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial-Mary Walker Zoning District at 3101 Oak Street, PID #87010065.000 (GPC #24-07-VAR). The application fee of \$175 was paid on December 12, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to parcel off 2.5 acres of his property at 3101 Oak Street, PID #87010065.000, for a Recreational Vehicle (RV) Park. The property is part of a five-acre parcel that is part of Southern Hideaway, which is an existing mobile home park. The Unified Development Ordinance (UDO) Section 6.5.4(A) states that the minimum area requirement for an RV Park is five (5) acres. The applicant needs a 2.5 acre variance to minimum lot size requirements for an RV Park.

DISCUSSION:

The applicant is asking for a 2.5 acre variance to minimum lot size requirements for an RV Park. He would like to parcel off 2.5 acres of his property at 3101 Oak Street and make it an RV Park. There is an existing mobile home park on the other part of this property. He plans to have twelve spots for RVs. Per the UDO, the minimum lot size for an RV Park is five acres. The property is located in the MURC-MW District.

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.

Al Easom, the applicant, stated he has approximately fourteen acres at 3101 Oak Street, and he would like to use some of the undeveloped wooded area to put RVs for camps. The RVs would not be for permanent living but basically for fish camps, which is pretty much what the mobile home park has. The mobile home park has 36 mobile homes but only 5 are used for full-time residency.

Chairman Jamison noted that the plan showed sites for twelve RVs. She also reminded Mr. Easom that the RVs could not be tied down and would need to be ready to be removed in case of a hurricane.

Mr. Easom stated that the drawing presented was only a preliminary drawing because he had not been told where the water, sewer, or power would be located. He noted that he did not want to pay for engineered drawings if the park was not approved.

Mr. Ankerson advised the Commissioners that Article 6 of the UDO addresses RV Parks with specific instructions on how they are to be constructed which will have to be followed.

Commissioner Ward asked if there might be plans to expand the RV Park beyond 2.5 acres if the permanent residents of the mobile home park moved.

Mr. Easom said that he did not intend to expand beyond 2.5 acres because there is a low-lying area at one end of the property that he doesn't want to disturb.

Commissioner Hudson asked Mr. Ankerson if there was a stipulation on what type, what size, or how new the RV had to be.

Mr. Ankerson stated that the standards in place addressed RVs in flood zones. A Recreational Vehicle in an RV park must be ready to be hooked up and moved at any time. The UDO does not specify age or size of RVs.

Chairman Jamison and Commissioner Hudson said they would like for the applicant not to allow any RVs older than ten years in the park.

Commissioner Hudson also asked if there was something in place that would eliminate someone turning an RV into a permanent residence with porches, etc.

Mr. Ankerson advised that what prevents it from becoming a permanent structure is that it must be road-ready to move out if necessary. They would have to keep the tires in good condition, and maintenance up on the vehicle. It cannot be tied down and there cannot be anything permanent attached to the RV. A free-standing porch could be placed as an accessory structure. He also advised that conditions could be placed on the request, such as how old the RV could be.

Chairman Jamison said that some parks have a limit on the size of RVs allowed due to being able to maneuver into a site. The size is usually not longer than 28' or 30'.

Mr. Ankerson stated that Article 6 of the UDO also gives specifics on road widths and widths for turnarounds along with other egress requirements.

Mr. Easom reminded that Commissioners that the plan he had presented was only preliminary. He will have to find out where the power, water, and sewer will be before he can determine exactly where the roads will go. He also said there was a big magnolia and some live oaks that he wants to have the RVs center around.

Commissioner McManus asked if the Commission would be hearing the request if the site for the RV Park would total 5 acres.

Mr. Ankerson explained that the use was allowed by right in the MURC-MW District and the only reason they were hearing the request was because Mr. Easom was asking that the park only consist of 2.5 acres instead of the 5-acre minimum requirement set forth in the UDO.

Commissioner Ward stated that it sounded like the smaller acreage was needed because of the characteristics of the property, which included low lying areas, natural springs, etc.

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

ACTION TAKEN:

Commissioner Hudson made a motion to recommend that the City Council approve the variance request with the condition that RVs cannot be more than ten years old.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 DeAnna McManus
 Maurice Hudson
 Chris Hoover

ABSENT: **William Davis**
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2024

GPC #24-07-VAR

3101 Oak Street

VII. NEW BUSINESS

2. Consider a request for a two and one half (2.5) acre Variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial-Mary Walker Zoning District. 3101 Oak Street, (GPC #24-07-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 26, 2024

Subject: Consider a request for a two and one half (2.5) acre Variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial-Mary Walker Zoning District. 3101 Oak Street, (GPC #24-07-VAR)

REQUEST:

The Planning Department has received a request from Al Easom for a two and one half (2.5) acre Variance to lot size requirements for a Recreational Vehicle (RV) Park in the MURC-MW Mixed Use Recreation Commercial-Mary Walker Zoning District at 3101 Oak Street, PID #87010065.000 (GPC #24-07-VAR). The application fee of \$175 was paid on December 12, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to parcel off 2.5 acres of his property at 3101 Oak Street, PID #87010065.000, for a Recreational Vehicle (RV) Park. The property is part of a five-acre parcel that is part of Southern Hideaway, which is an existing mobile home park. The Unified Development Ordinance (UDO) Section 6.5.4(A) states that the minimum area requirement for an RV Park is five (5) acres. The applicant needs a 2.5 acre variance to minimum lot size requirements for an RV Park.

DISCUSSION:

The applicant is asking for a 2.5 acre variance to minimum lot size requirements for an RV Park. He would like to parcel off 2.5 acres of his property at 3101 Oak Street and make it an RV Park. There is an existing mobile home park on the other part of this property. He plans to have twelve spots for RVs. Per the UDO, the minimum lot size for an RV Park is five acres. The property is located in the MURC-MW District.

DETERMINATION OF APPLICABLE LAW:

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

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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.

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UDO SECTION 4.18: Variance

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- 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

24-07-VAR
24-07-VAR

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

Name of Applicant: Ad EasonName of Business: Southern Hideaway Phone: 601-507-0348Property Address: 3101 Oak St Mailing Address (if Different): P.O. Box 20
Sebastopol MS 39359

E-Mail Address: _____

Reason for request, location and intended use of Property: 2.5 acre
Variance For lotSize of RV Park

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.
- _____ 3. Copy of protective covenants or deed restrictions, if any.
- _____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- _____ 5. Any other information requested by the Planning Director.

Signature of Applicant: Ad Eason Date of Application: 12-12-23

FOR OFFICE USE ONLY	
Date Received <u>12/12/23</u>	Verify as Complete <u>Babs (SA)</u>
Fee Amount Received <u>176.00</u>	Initials of Employee Receiving Application <u>Babs</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?

like to add RV Spots To Existing
Trailer Park

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

NO

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.

I Can Not Use Property For Full
Potential

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.

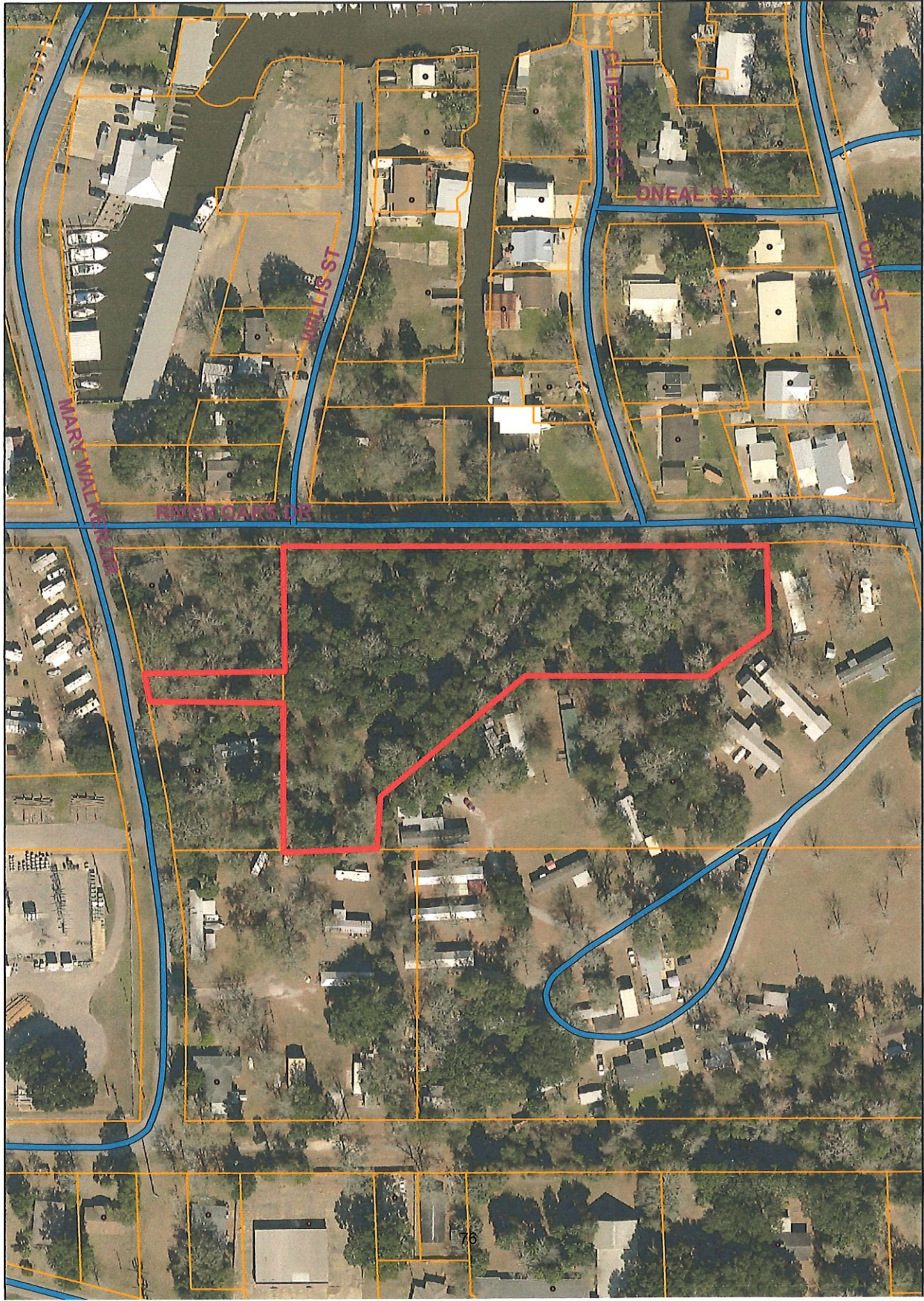
Not In This Area

NARRATIVE

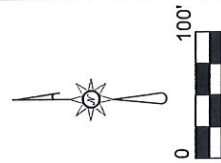
Have Trailer Park want to
add 12 RV spots on section off
Property for this purpose

3101 Oak St.

2.5 Acres Proposed



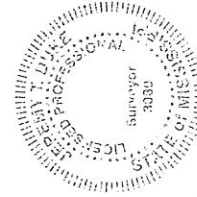
**PRELIMINARY SKETCH FOR
PROPOSED CAMPER SITES,
SOUTHERN HIDEAWAY ESTATES, LLC.
3101 OAK STREET
GAUTIER, MISSISSIPPI**



GENERAL NOTES

1. This survey was performed without the benefit of a Title Search.
2. The field date of this Class B survey is November 27, 2023.
3. Bearings are based on State Plane coordinates, MS East 2301, with a base station located at N325376.431, E1043584.851, a convergence angle of 00°06'38" and a combined scale factor of 0.99995545.

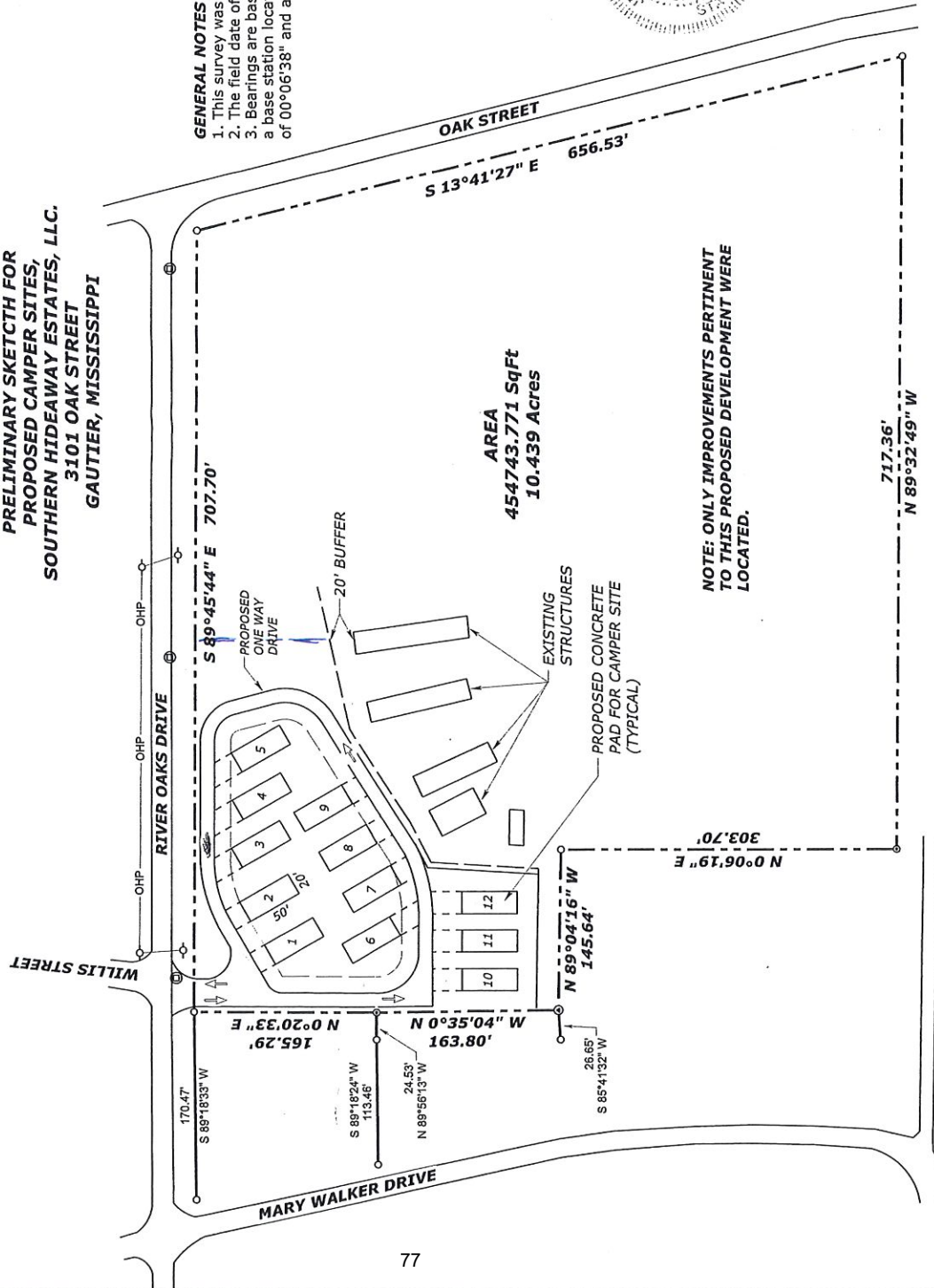
LEGEND	
⊙	Found Iron Pipe
○	Found Rebar
⊗	Found Concrete Monument
⊕	Sanitary Manhole
—○—	Power Pole

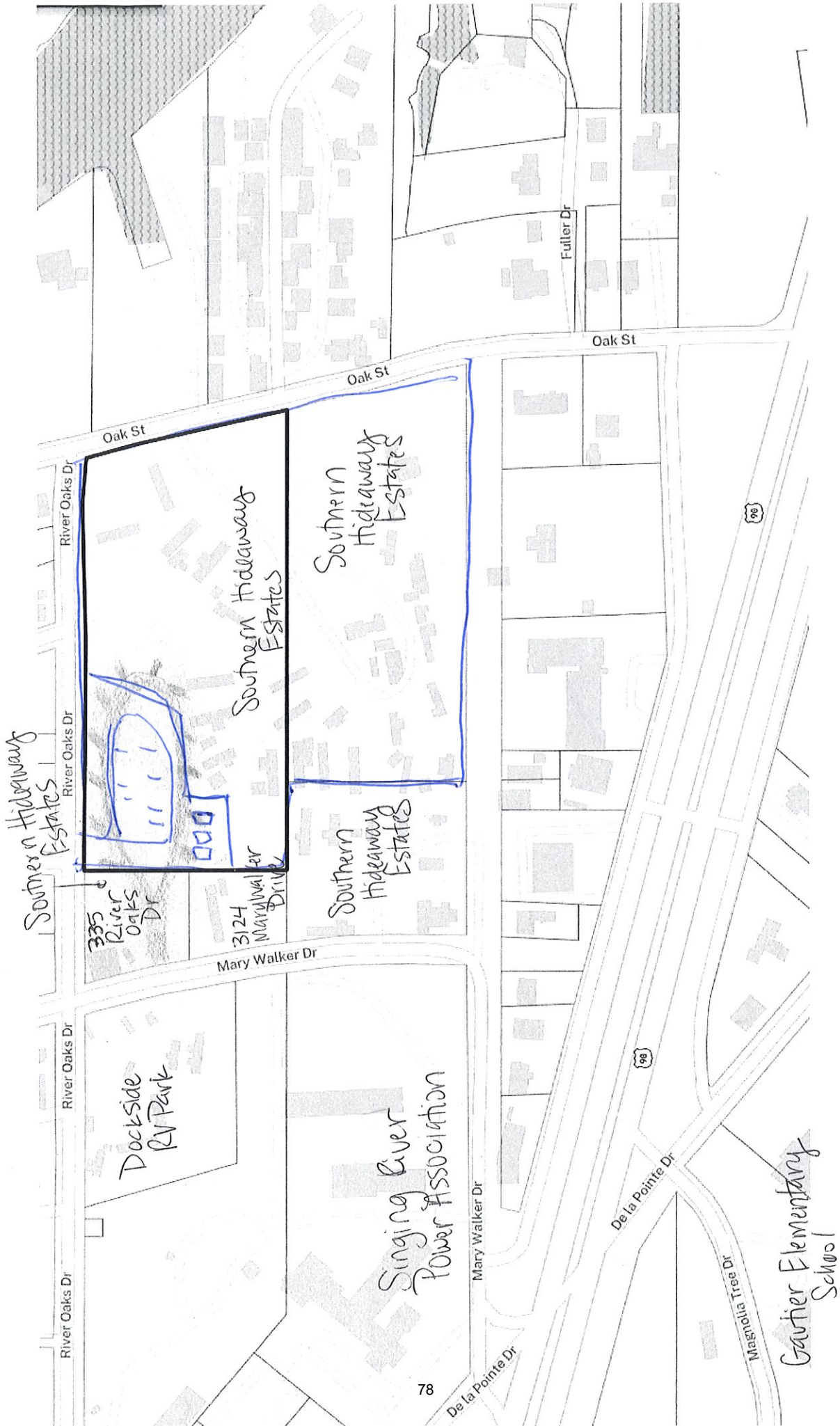


Jeremy T. Duke
Jeremy Duke, PLS
MS PLS No. 3080

DUKE LAND SURVEYING
4101 GAUTIER VANCELEAVE RD
SUITE 101
GAUTIER, MS 39553
228-202-1828
jeremyduke@gmail.com

FILE NAME	RIVER OAKS.TRV	DRAWING	223-119
SCALE	100 F/In	DATE	11-28-2023
JOB	223-119	REVISION	0
		SHEET	1/1





001-507-0348

*Mayor
Casey Vaughan*

City of Gautier
Gautier, Mississippi



*City Manager
Paula Yancey*

*City Clerk
Teresa Montgomery*

*3330 Highway 90
Gautier, MS 39553
1-228-497-8000 phone
1-228-497-8028 fax
Email: gautier@gautier-ms.gov*

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

October 10, 2023

Albert Easom III
P O Box 213
Sebastopol, MS 39359

Re: Availability of Water and Sewer

To Whom It May Concern:

This letter certifies that public water and sewer utilities are available, on Parcel ID: 87010049.000 in Gautier, MS. If you have any questions concerning this matter please feel free to contact me at 228-497-4283.

Sincerely,

Russell Davis
Public Works Manager - Clearwater Solutions LLC

87010065.000 SOUTHERN HIDEAWAY ESTATES LLC

PIDN: 87010065.000

GISP: 769.32-04-0120.00

Owner Information

Percent of Ownership: 100

Name: SOUTHERN HIDEAWAY ESTATES LLC

Name 2:

Mailing Address: P O BOX 108
SEBASTOPOL MS
39359

Site Address: 3101 OAK ST GAUTIER

Land Information

Section: 32 Acreage: 5

Township: 7

Range: 6

Street Name OAK
ST

Value and Tax Information

Total Assessed Value: 21615

Total Appraised Value: 144100

Improvement Value: 29260

Land Value: 114840

Tax Amount: 3108

SQ FT: 0

Year Built: 0

Legal Description

Description: LOT 1 & E1/2 WILLOW ST ADJ ON W
BLK G RIVER OAKS S/D SEC 8-7-6 D
B 1313-54 DB 2095-299 (120 MAP76
9.32-04)

Deed Book / Page: 2095 / 299

87010065.000 SOUTHERN HIDEAWAY ESTATES LLC

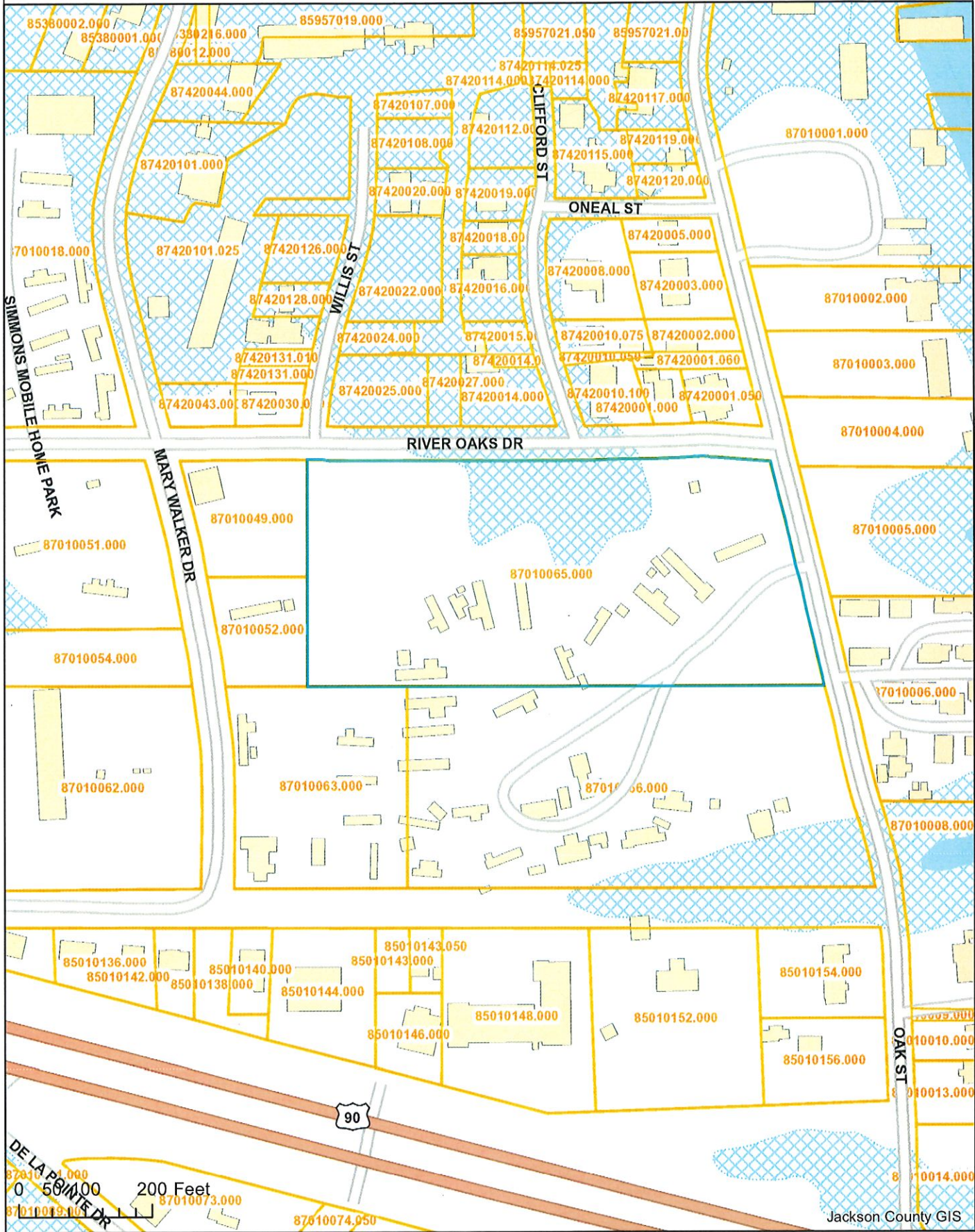


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

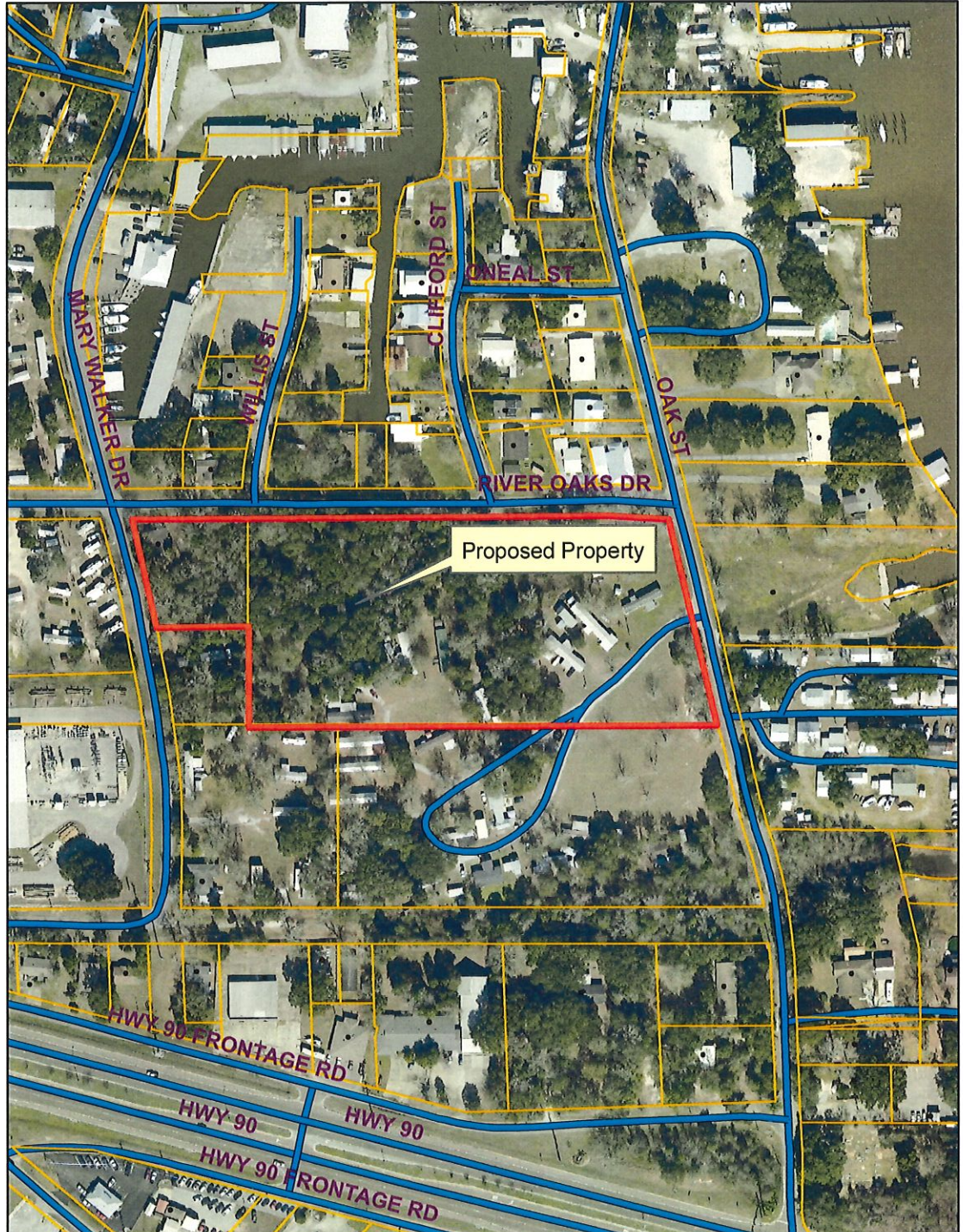


Exhibit B

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

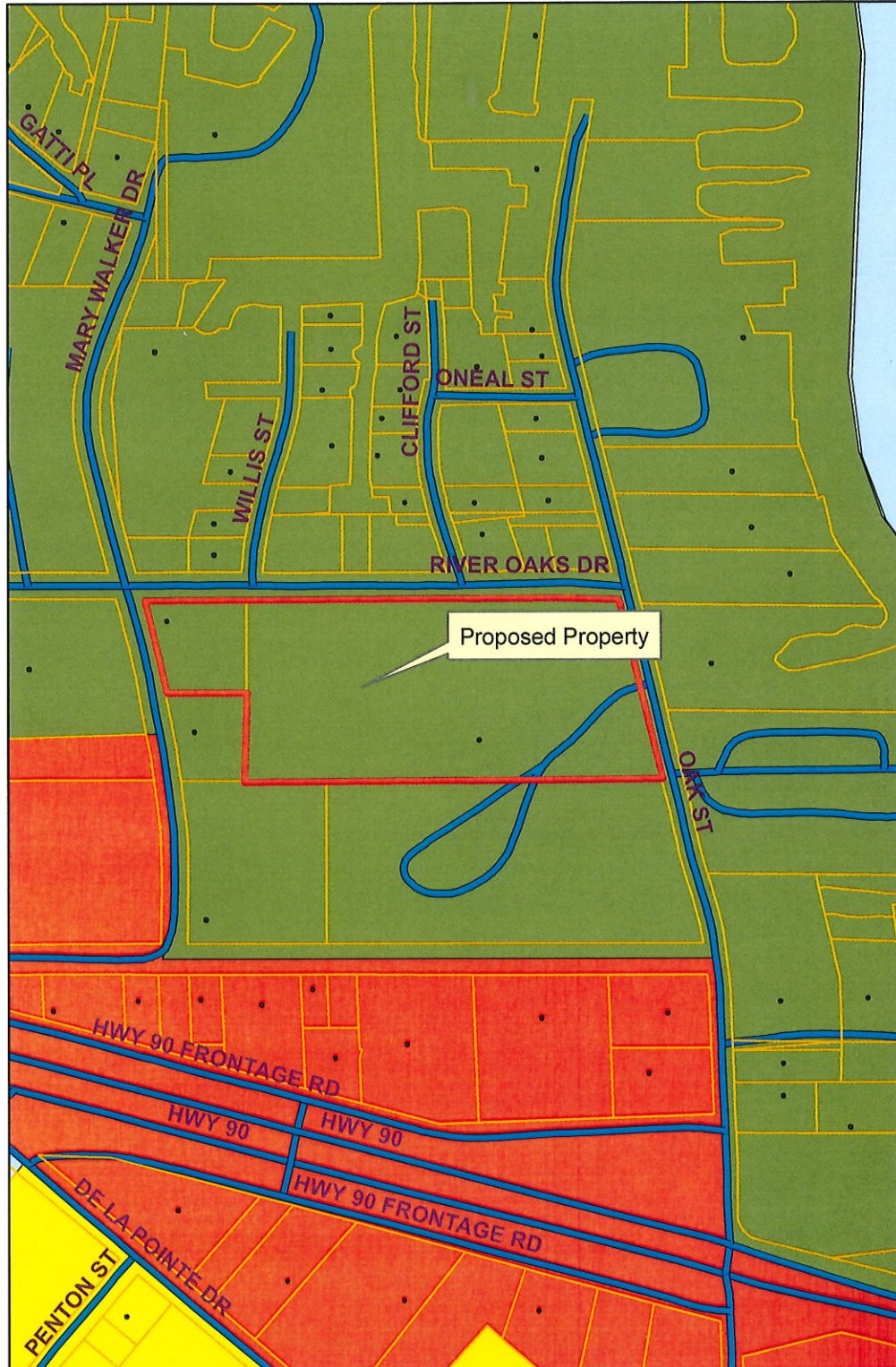


Exhibit C

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

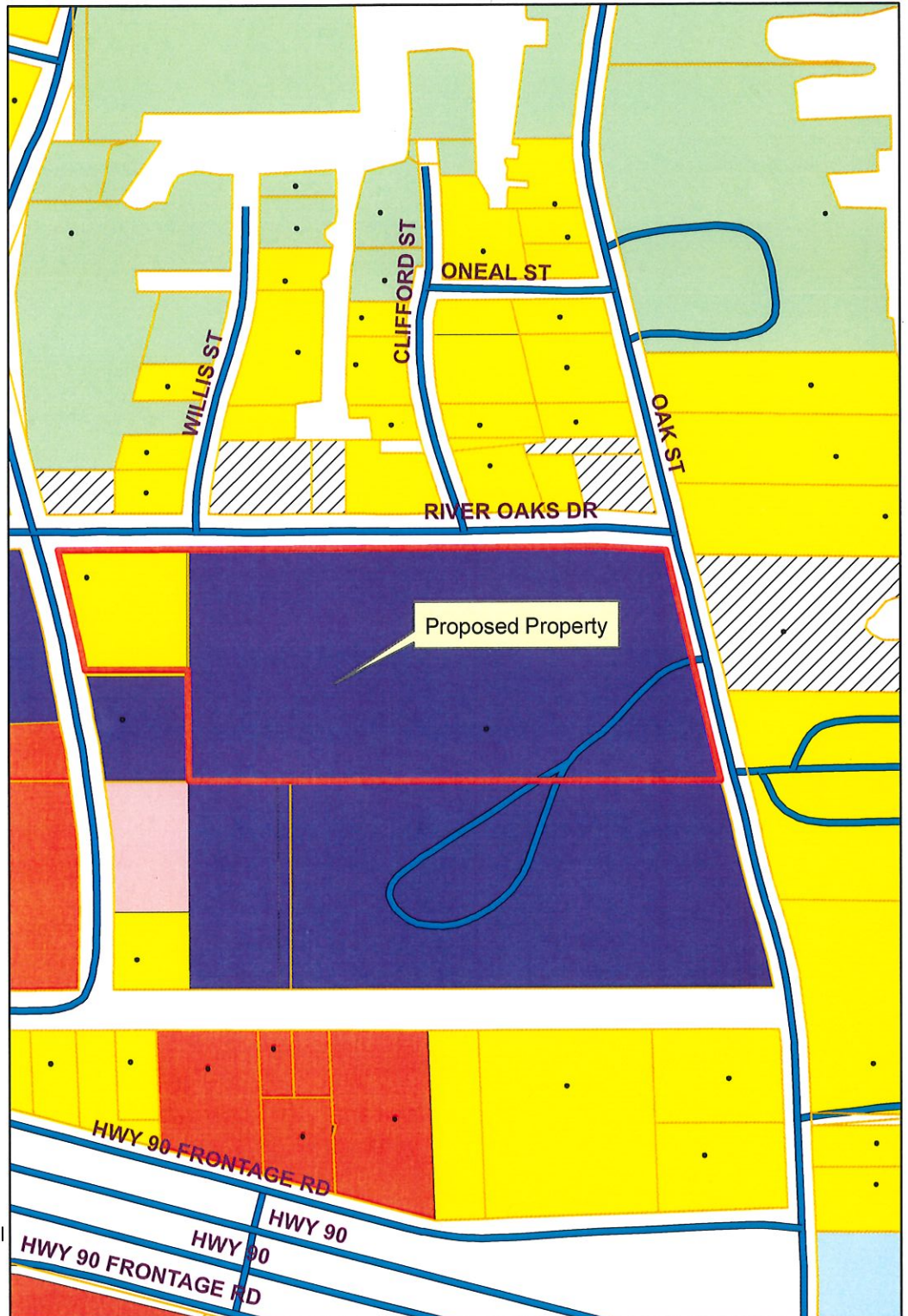


Exhibit D

Future Land-Use

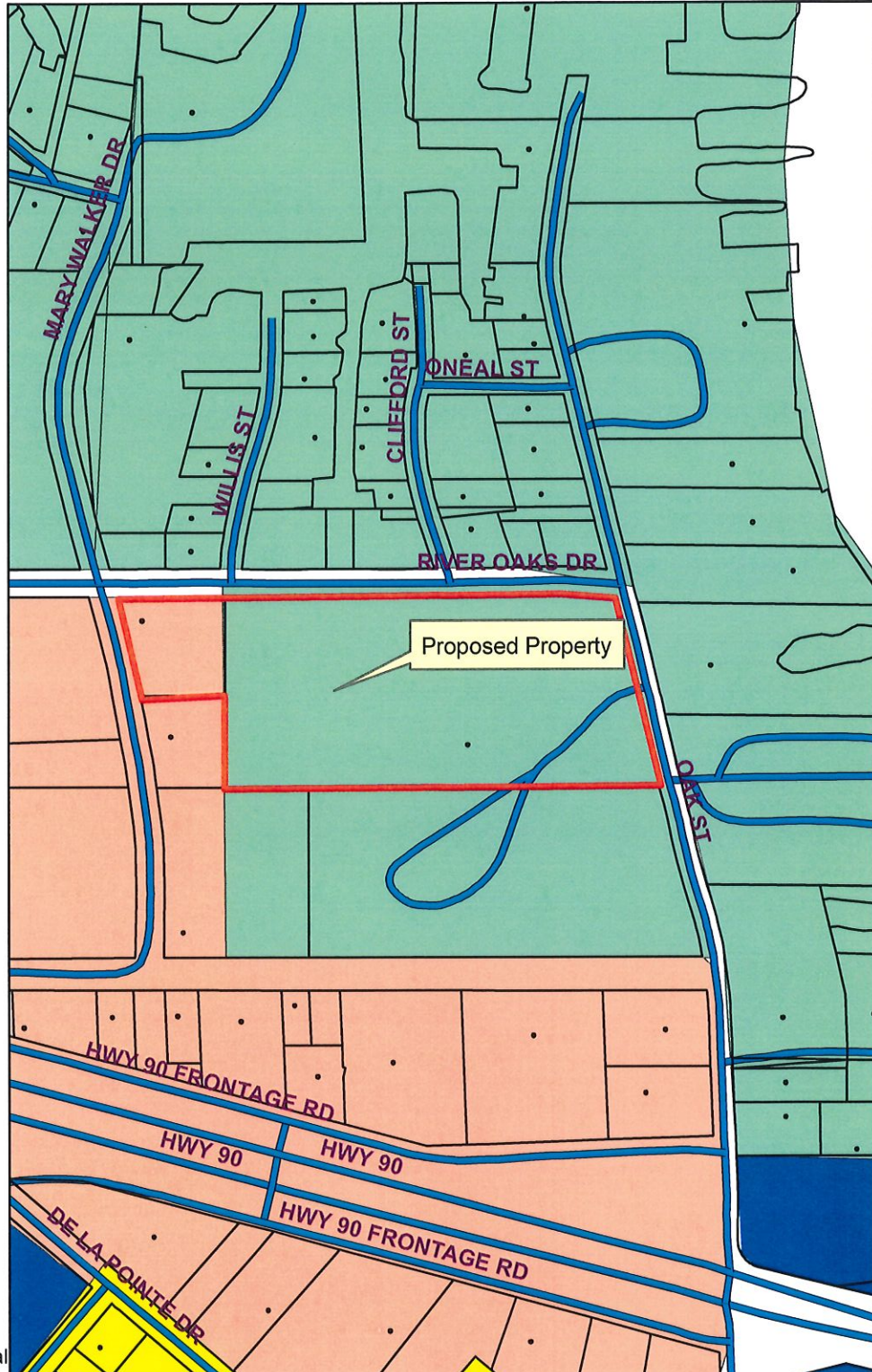
Prepared By:
City of Gautier
Planning Department

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 #4
Fact Sheet

Council Meeting: April 16, 2024
Title: Consider a request for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Zoning District located at 4343 Gautier Vancleave Road (GPC #24-09-VAR)

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

Summary Explanation: Consider a request for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Zoning District located at 4343 Gautier Vancleave Road (GPC #24-09-VAR) (PID #82426590.190)

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 000-2024

WHEREAS, the Planning Department received a request from Jessica Kimball dba Block Therapy Quilt Shop, located at 4343 Gautier Vancleave Road, (PID #82426590.190) for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements; and

WHEREAS, the property owner requests an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Zoning District; and

WHEREAS, the applicant is moving her business from 424 Highway 90 to 4343 Gautier Vancleave and would like to use her existing signs from the previous location; and

WHEREAS, the existing signs are 5'x7', and she wants to frame the two existing signs back-to-back for free-standing signs. With the framing, the square footage of the signage will be 8' x 5'4" or 42.66 square feet; and

WHEREAS, the Unified Development ordinance allows twenty-four (24') square feet of signage for a free-standing sign at that location. The applicant will need an 18.66 square foot variance in order to use the existing signs; and

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

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 April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 04/10/2024
Subject: Consider a request for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Commercial Zoning District at 4343 Gautier Vancleave Road, (GPC #24-09-VAR)

REQUEST:

The Planning Department has received a request from Jessica Kimball dba Block Therapy Quilt Shop for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Commercial Zoning District at 4343 Gautier Vancleave Road, PID #82426590.190 (GPC #24-09-VAR). The application fee of \$175 was paid on February 14, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant is moving her business from 424 Highway 90 to 4343 Gautier Vancleave Road. She would like to use her existing signs from her previous location. The existing signs are 5' x 7'. She wants to frame the two existing signs back-to-back for her free-standing sign. With the framing, the square footage of the signage will be 8' x 5'4" or 42.66 square feet. The Unified Development Ordinance (UDO) allows twenty-four (24) square feet of signage for a free-standing sign at that location. She is asking for a variance of 18.66 square feet.

DISCUSSION:

The applicant is asking for an 18.66 square foot variance to the allowed square footage for a free-standing sign at 4343 Gautier Vancleave Road. She wants to use her existing signs from her old location on Highway 90. The two existing signs are 5' x 7'. She would like to frame them back-to-back and use them for her free-standing sign at her new location on Gautier Vancleave Road. With the frame, the sign will be 8' x 5'4" or 42.66 square feet. The UDO only allows twenty-four (24) square feet of signage for a free-standing sign at the Gautier Vancleave location. She will need an 18.66 square foot variance in order to use the existing signs.

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 the City Council approve the variance 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 4.4.24 (#24-09-VAR)
2. Complete Packet 24-09-VAR

Excerpt from April 4, 2024, Planning Commission Meeting:

The Planning Department has received a request for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Commercial Zoning District at 4343 Gautier Vancleave Road, (GPC #24-09-VAR).

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the applicant had a business on Hwy 90 which was in a C-3 Highway Commercial District but has moved the business to 4343 Gautier Vancleave Road which is in a C-2 Community Commercial District. This change in districts decreases the amount of signage she can have for the business. She would like to use the sign that she had at her previous location at her new site, but because of the change in districts and signage regulations she needs a variance.

REQUEST:

The Planning Department has received a request from Jessica Kimball dba Block Therapy Quilt Shop for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Commercial Zoning District at 4343 Gautier Vancleave Road, PID #82426590.190 (GPC #24-09-VAR). The application fee of \$175 was paid on February 14, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant is moving her business from 424 Highway 90 to 4343 Gautier Vancleave Road. She would like to use her existing signs from her previous location. The existing signs are 5' x 7'. She wants to frame the two existing signs back-to-back for her free-standing sign. With the framing, the square footage of the signage will be 8' x 5'4" or 42.66 square feet. The Unified Development Ordinance (UDO) allows twenty-four (24) square feet of signage for a free-standing sign at that location. She is asking for a variance of 18.66 square feet.

DISCUSSION:

The applicant is asking for an 18.66 square foot variance to the allowed square footage for a free-standing sign at 4343 Gautier Vancleave Road. She wants to use her existing signs from her old location on Highway 90. The two existing signs are 5' x 7'. She would like to frame them back-to-back and use them for her free-standing sign at her new location on Gautier Vancleave Road. With the frame, the sign will be 8' x 5'4" or 42.66 square feet. The UDO only allows twenty-four (24) square feet of signage for a free-standing sign at the Gautier Vancleave location. She will need an 18.66 square foot variance in order to use the existing signs.

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.

Jessica Kimball, the applicant, said that she had bought Block Therapy Quilt Shop in February of this year, but the business has been located in Gautier since 2011. She said she decided to move the business because she liked the new location on Gautier

Vancleave better than the previous location. One of the reasons she wanted to use the existing sign was because a lot of her customers come only once or twice a year and having the old familiar sign would help them in locating the new store.

Chairman Jamison asked Ms. Kimball is she occupied the entire building at 4343 Gautier Vancleave Road.

Ms. Kimball answered that she did.

Chairman Jamison noted that Ms. Kimball's proposed sign was far enough away from the sign for the restaurant and businesses next door that it would not hinder being able to see their sign.

Commissioner Ward noted that the proposed sign would only be 8' in height which was substantially lower than the sign next door.

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

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

AYES: **Kay C. Jamison**
 Joshua Ward
 DeAnna McManus
 Maurice Hudson
 Chris Hoover

ABSENT: **William Davis**
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2024

GPC #24-09-VAR

4343 Gautier Vancleave Road

VII. NEW BUSINESS

3. Consider a request for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Commercial Zoning District. 4343 Gautier Vancleave Road, (GPC #24-09-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 26, 2024

Subject: Consider a request for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Commercial Zoning District at 4343 Gautier Vancleave Road, (GPC #24-09-VAR)

REQUEST:

The Planning Department has received a request from Jessica Kimball dba Block Therapy Quilt Shop for an eighteen-foot seven inch (18.7) square foot variance to sign square footage requirements in a C-2 Community Commercial Zoning District at 4343 Gautier Vancleave Road, PID #82426590.190 (GPC #24-09-VAR). The application fee of \$175 was paid on February 14, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant is moving her business from 424 Highway 90 to 4343 Gautier Vancleave Road. She would like to use her existing signs from her previous location. The existing signs are 5' x 7'. She wants to frame the two existing signs back-to-back for her free-standing sign. With the framing, the square footage of the signage will be 8' x 5'4" or 42.66 square feet. The Unified Development Ordinance (UDO) allows twenty-four (24) square feet of signage for a free-standing sign at that location. She is asking for a variance of 18.66 square feet.

DISCUSSION:

The applicant is asking for an 18.66 square foot variance to the allowed square footage for a free-standing sign at 4343 Gautier Vancleave Road. She wants to use her existing signs from her old location on Highway 90. The two existing signs are 5' x 7'. She would like to frame them back-to-back and use them for her free-standing sign at her new location on Gautier Vancleave Road. With the frame, the sign will be 8' x 5'4" or 42.66 square feet. The UDO only allows twenty-four (24) square feet of signage for a free-standing sign at the Gautier Vancleave location. She will need an 18.66 square foot variance in order to use the existing signs.

DETERMINATION OF APPLICABLE LAW:

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

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

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

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4.18.2 Application for Variance

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- 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

24-09-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: Jessica KimballName of Business: Block Therapy Quilt Shop Phone: 228-219-6317Property Address: 4343 Gautier Vandeventer Mailing Address (if Different): _____E-Mail Address: jess@blocktherapyquiltshop.comReason for request, location and intended use of Property: Requesting to use existingsignage which exceeds zone allowance; 18.66 sq. ft variance

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.
- ☒ 3. Copy of protective covenants or deed restrictions, if any.
- ☒ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- _____ 5. Any other information requested by the Planning Director.

Signature of Applicant: [Signature] Date of Application: 2-14-24

FOR OFFICE USE ONLY

Date Received 2/14/24 Verify as Complete BalsFee Amount Received 176.00 Initials of Employee Receiving Application Bals

I, David McKee, the fee simple owner of the following described property (give legal description):

4343 Gautier Vandevent Road

hereby petition to the City of Gautier to *Grant a Variance of* _____

_____ in _____

and affirm that Jessica Kimball 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 13th day of Feb., 2023 by David McKee, who is personally known to me or has produced known personally as identification and who did take an oath.

[Signature]
(Printed Name of Notary Public)

[Signature]
(Signature of Notary Public)

Commission # _____. My commission expires _____

(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?

The property at 4343 Gautier Vandave Road is unique to its immediate neighbors as this building is a single unit with one business operating out of it.

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

no, I'm asking to use existing signs at our new location

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. Other properties have multiple tenants, and when their signage is totalled, it exceeds the allotted 24 ft². As such, I believe a single building should be granted the same visibility.

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.

I don't believe so.

NARRATIVE

Block Therapy Quilt Shop is moving to 4343 Gautier Vanderve Road, and is requesting to use their existing signage at the new location. The signs are 5ft x 7ft. These signs already exist and are easily recognizable by our customers.

We are asking to use the existing signs and post them in front of 4343 Gautier Vanderve Road. Please see attached diagram for more information.

The sign will be 15 feet from the road. We are proposing to install it at 8 feet high, but are open to making it higher if the city deems that more appropriate for visibility of drivers leaving the commercial properties near us.

Please note that this sign is not larger, or higher, than signs of other businesses in our area. It will also be set back further from the street.

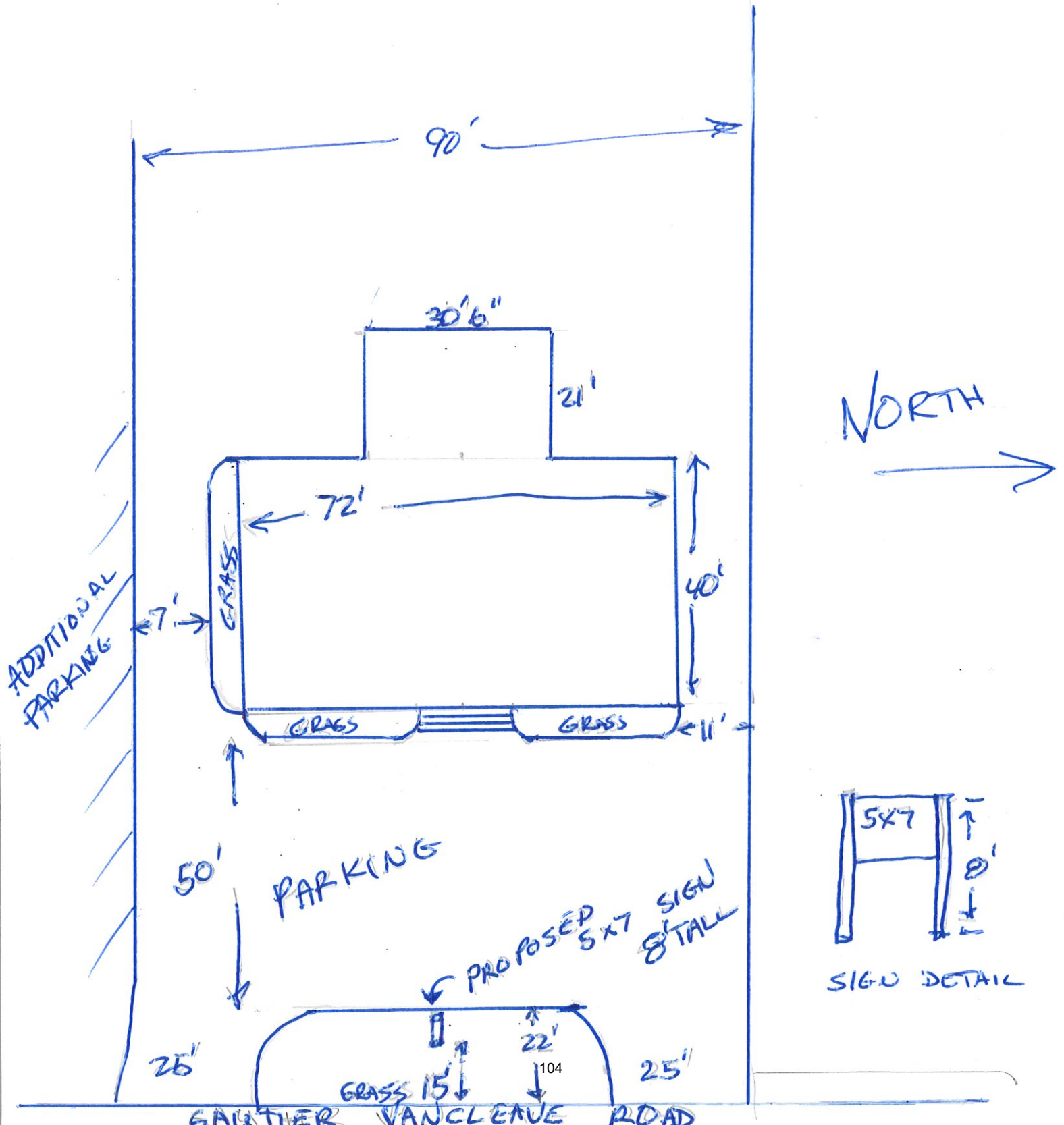
Thank you for considering this proposal.



This is our existing sign. We have 2 of them, and they measure 5ft x 7ft.

We are asking to frame these back-to-back at our new location of 4343 Gauthier Vandeventer Road

4343 GAULTIER VANCELEAVE RD



82426590.190 DRM PROPERTIES LLC

PIDN: 82426590.190

GISP: 777.26-03-0002.00

Owner Information

Percent of Ownership: 100

Name: DRM PROPERTIES LLC

Name 2:

Mailing Address: P O BOX 960
OCEAN SPRINGS MS
39566

Site Address: 4343 GAUTIER VANCLEAVE RD GAUTIER

Land Information

Section: 26 Acreage: 0.39

Township: 7

Range: 7

Street Name GAUTIER VANCLEAVE
RD

Value and Tax Information

Total Assessed Value: 24667

Total Appraised Value: 164444

Improvement Value: 126224

Land Value: 38220

Tax Amount: 3546

SQ FT: 3466 Year Built: 1985

Legal Description

Description: COM SWC SEC 26 N 2753.06' E 2731
.34'TO POB E 170'TO GAUTIER VAN
RD N 100'W 170' S100' TO POB DB
1199-5 (2 Map777.26-03)

Deed Book / Page: 1199 / 5

82426590.190 DRM PROPERTIES LLC

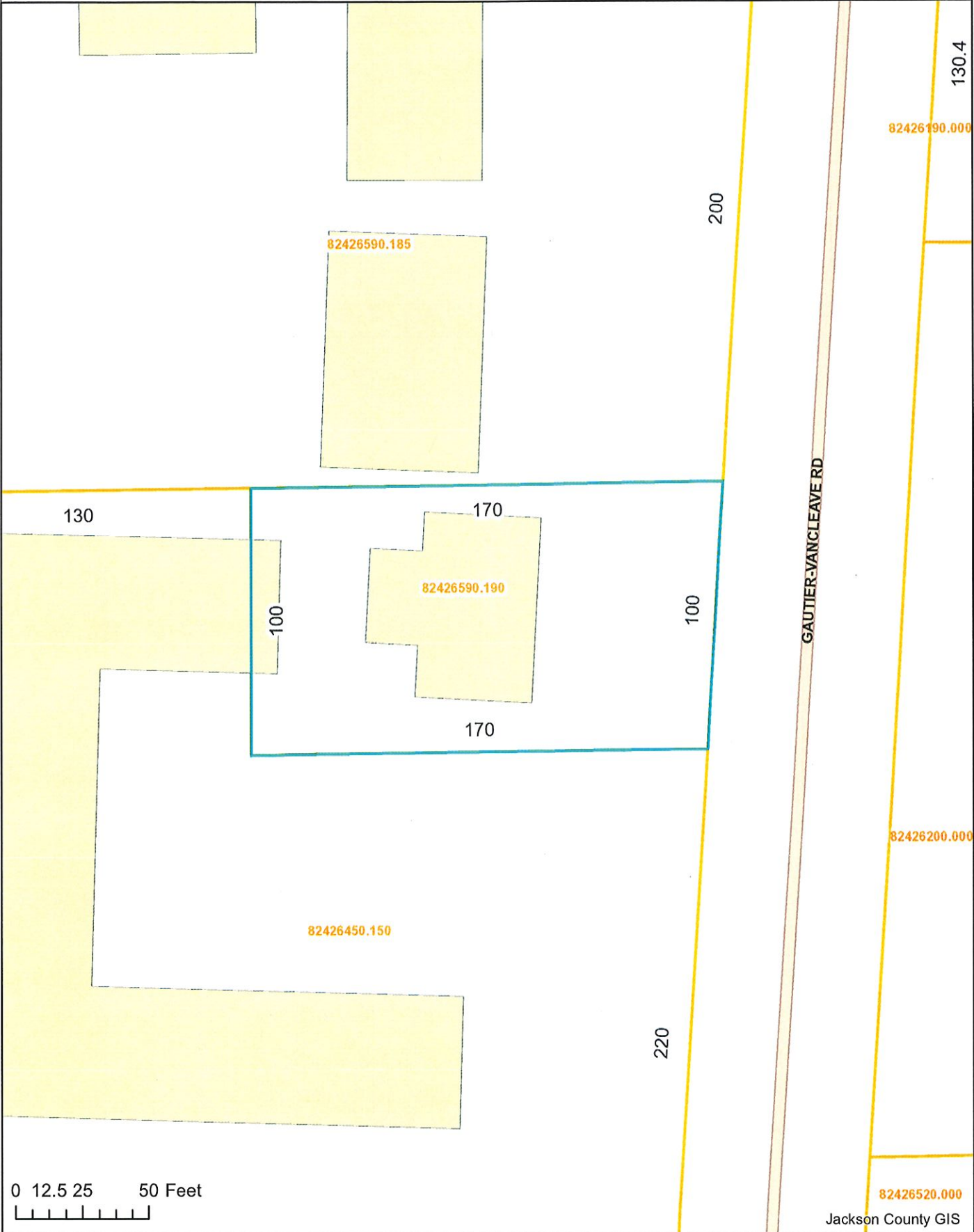


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

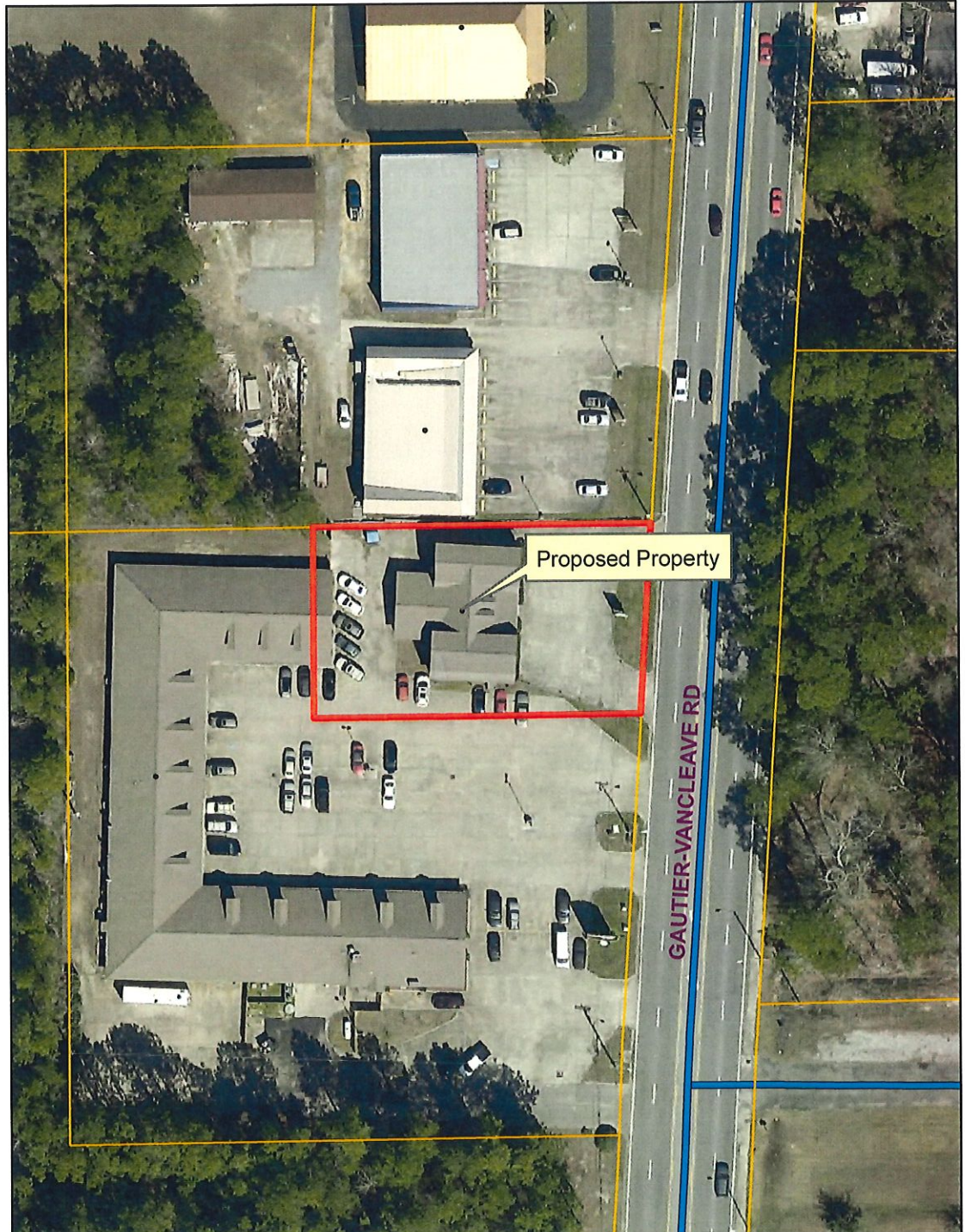


Exhibit B

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

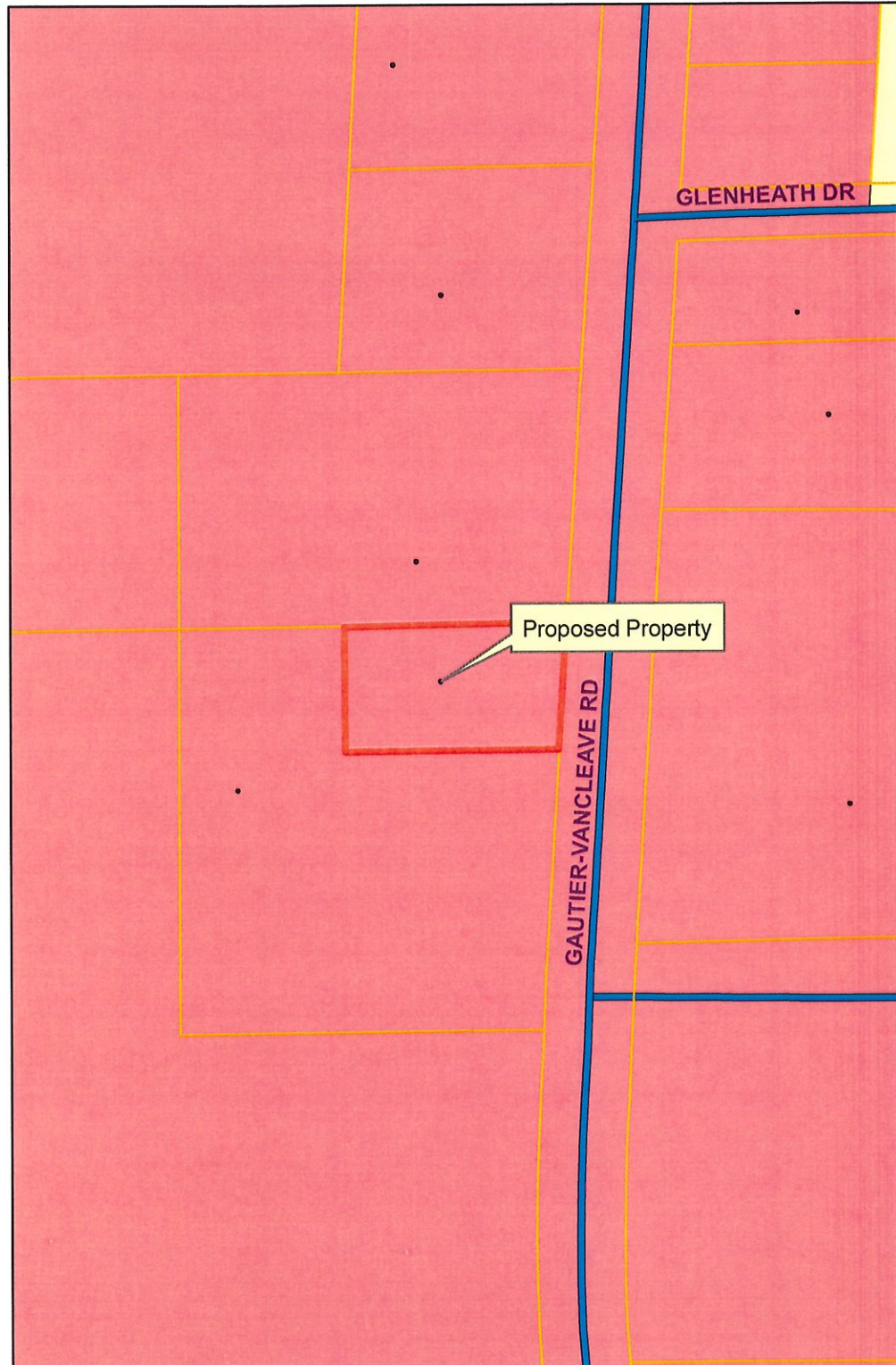


Exhibit C

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

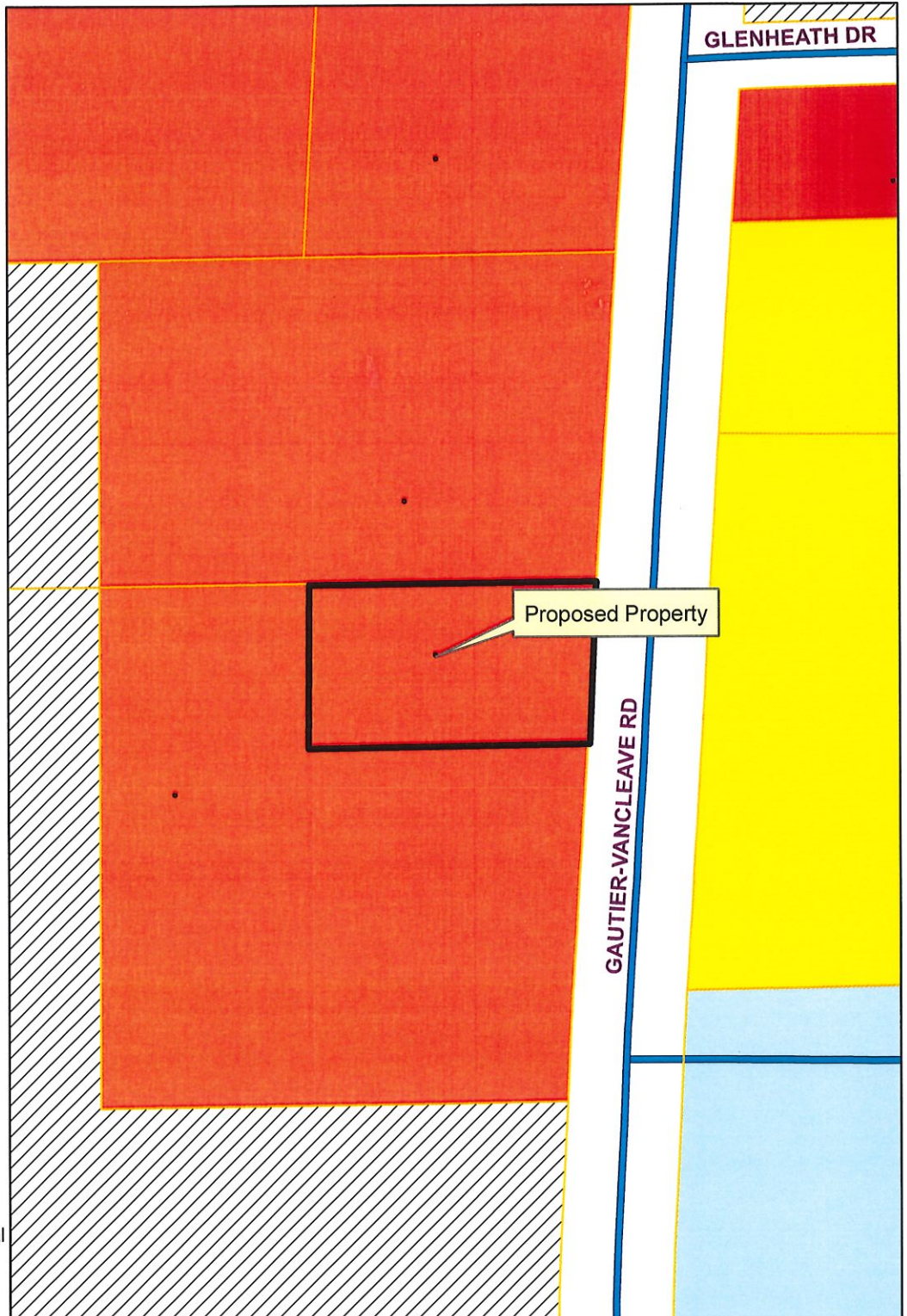


Exhibit D

Future Land-Use

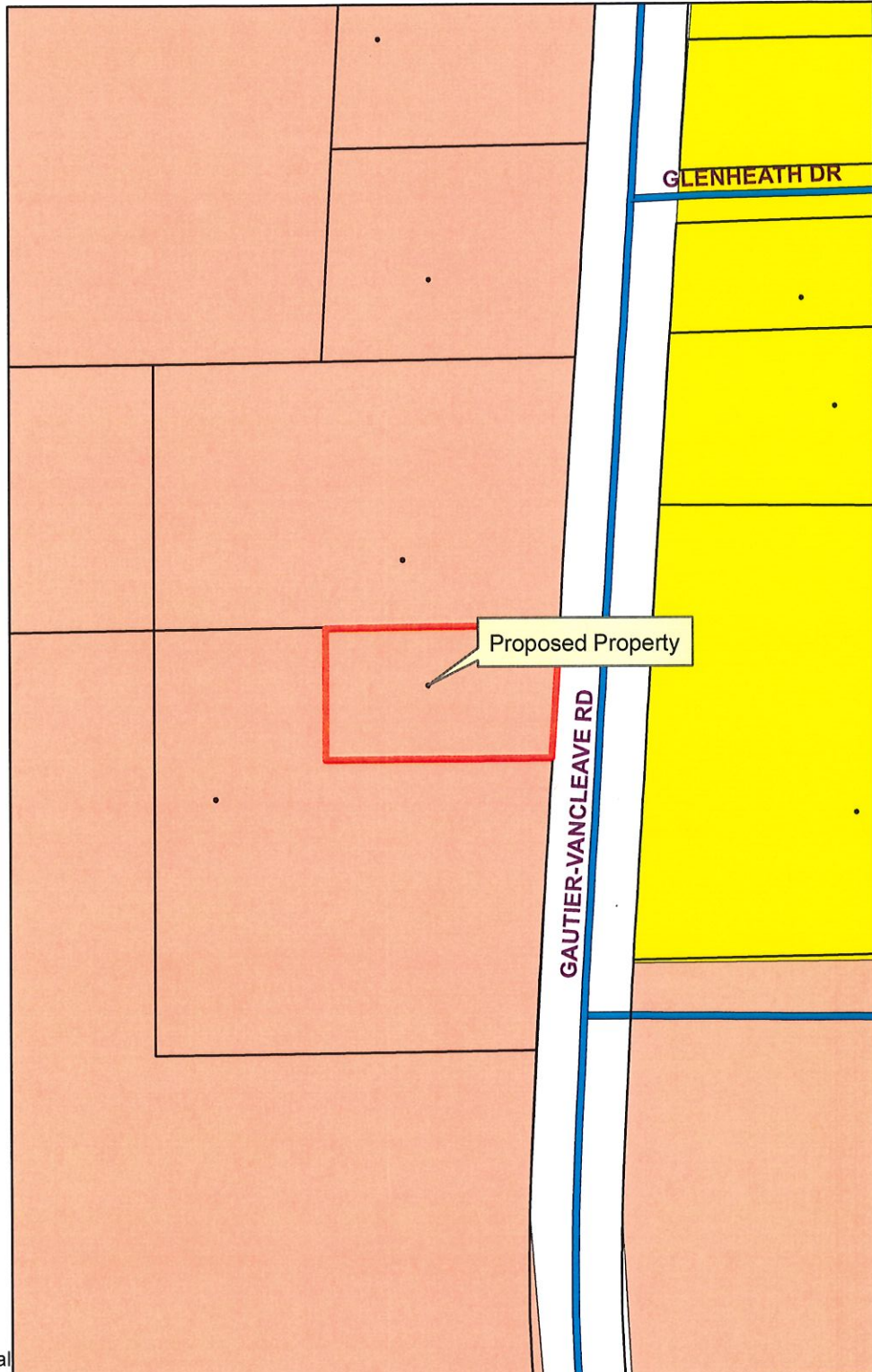
Prepared By:
City of Gautier
Planning Department

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 #5
Fact Sheet**

Council Meeting:

April 16, 2024

Title:

**Consideration for a Property Owner initiated
Rezoning of Property from C-3 Highway
Commercial to PUD Planned Unit Development
(GPC #24-10-RZ)**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a Property Owner initiated Rezoning of Property from from C-3 Highway Commercial to PUD Planned Unit Development (GPC #24-10-RZ) (PID #82430100.050)

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 000-2024

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF PROPERTY KNOWN AS 4416 HIGHWAY 57 FROM A C-3 HIGHWAY COMMERCIAL TO PUD PLANNED UNIT DEVELOPMENT; GENERALLY DESCRIBED AS PID #824301.050; 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 April 4, 2024, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the Property to PUD Planned Unit Development.

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID #824301.050, which located at 4416 Highway 57, Gautier, MS, is hereby rezoned PUD Planned Unit Development.

SECTION 3. FINDINGS OF FACT.

The City Council finds, based on the record and evidence presented, that the character of the surrounding area has changed to such an extent to justify the rezoning, and that there is a public need for the rezoning. As such, the City Council finds that the property should be rezoned to a Planned Unit Development (PUD), as more fully defined in the attached application.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from C-3 Highway Commercial to PUD Planned Unit Development for the property identified as Jackson County Parcel No. 82430100.050.

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: 04/10/2024
Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at 4416 Highway 57, PID #82430100.050, from C-3 Highway Commercial to PUD Planned Unit Development. (GPC Case No. 24-10-RZ)

REQUEST:

The Planning Department has received a request from Charles Roberts for a Rezoning of property known as 4416 Highway 57, PID #82430100.050, from C-3 Highway Commercial to PUD Planned Unit Development. The parcel is approximately 19.91 acres. The application fee of \$300 was paid on January 26, 2024. 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: 4416 Highway 57, PID #82430100.050. (See Exhibit A)
2. Existing Zoning: C-3 Highway Commercial. (See Exhibit B)

UDO 5.3.9 C-3, Highway Commercial District - Purpose and intent. The purpose of this district is to provide for areas where relatively high intensity commercial and retail uses, office buildings, medical facilities, automobile car lots and regional shopping areas may be located. C-3 Districts are to be located along major highways or major arterials. Due to the high intensity of some of the permitted uses and the variety of uses, most C-3 uses are not compatible with low- to medium-density residential uses, but may be adjacent to high-density residential uses if adequately buffered.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

- 1. Provide substantial buffers and transitions between areas of different land use and development densities;*

2. *Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*
3. *Counteract urban monotony and congestion on streets;*
4. *Promote architecture that is compatible with the surroundings;*
5. *Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
6. *Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

DATA AND ANALYSIS:

Property requested for Rezoning: 4416 Highway 57, PID #82430100.050.

Location: Ward 1

Current Zoning of the Request Property: C-3 Highway Commercial

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Regional Scale Commercial. (See Exhibit D)

Surrounding Zoning: C-3 Highway Commercial to the North and South, AG Agricultural to the East.

HISTORY:

This property is vacant and currently zoned C-3 Highway Commercial.

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 the City Council approve the rezoning of the subject area from C-3 Highway Commercial to PUD Planned Unit Development as presented, due to the public need.

The City Council may:

Approve the Rezoning of the subject area from C-3 Highway Commercial to PUD Planned Unit Development;
or

Deny the Rezoning.

ATTACHMENTS:

1. Excerpt GPC Meeting 4.4.24 (#24-10-RZ)
2. Complete Packet 24-10-RZ

Excerpt from April 4, 2024, Planning Commission Meeting:

The Planning Department has received a request for a Property Owner Initiated Rezoning of Property located at 4416 Highway 57, PID #82430100.050, from C-3 Highway Commercial to PUD Planned Unit Development. (GPC Case No. 24-10-RZ)

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

REQUEST:

The Planning Department has received a request from Charles Roberts for a Rezoning of property known as 4416 Highway 57, PID #82430100.050, from C-3 Highway Commercial to PUD Planned Unit Development. The parcel is approximately 19.91 acres. The application fee of \$300 was paid on January 26, 2024. 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: 4416 Highway 57, PID #82430100.050. (See Exhibit A)
2. Existing Zoning: C-3 Highway Commercial. (See Exhibit B)

UDO 5.3.9 C-3, Highway Commercial District - Purpose and intent. The purpose of this district is to provide for areas where relatively high intensity commercial and retail uses, office buildings, medical facilities, automobile car lots and regional shopping areas may be located. C-3 Districts are to be located along major highways or major arterials. Due to the high intensity of some of the permitted uses and the variety of uses, most C-3 uses are not compatible with low-to medium-density residential uses, but may be adjacent to high-density residential uses if adequately buffered.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision

of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

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- C. Counteract urban monotony and congestion on streets;*
- D. Promote architecture that is compatible with the surroundings;*
- E. Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
- F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

DATA AND ANALYSIS:

Property requested for Rezoning: 4416 Highway 57, PID #82430100.050.

Location: Ward 1

Current Zoning of the Request Property: C-3 Highway Commercial

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Regional Scale Commercial. (See Exhibit D)

Surrounding Zoning: C-3 Highway Commercial to the North and South, AG Agricultural to the East.

HISTORY:

This property is vacant and currently zoned C-3 Highway Commercial.

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 C-3 Highway Commercial to PUD Planned Unit Development; or
2. Recommend that City Council deny the Rezoning.

Chairman Jamison asked the applicant to present his case.

Donovan Scruggs, representing Dr. Adlakha the potential purchaser of the property in question, and representing the applicant Charles Roberts, stated they are asking for rezoning to a Planned Unit Development (PUD) because they are wanting to do a very unique development. The development is almost like a town center or a mixed-use development. The C-3 Highway Commercial Zoning District lays out a lot of uses they like but comes with larger setbacks and issues that would make their development look like a Highway 90 development instead of a downtown or mixed-use development. The PUD is the best way to be able to develop the site with a downtown look. This PUD will include a hotel, dining and retail opportunities, medical clinics, and office spaces. All uses

allowed in a C-3 district. As for changes in the character of the area, there are now apartments to the north, and a medical complex, as well as other commercial activities, to the south. The primary change in the character of the area is in the unincorporated area of Jackson County to the south with at least 2500 new residents. The PUD will help meet the needs of these residents with retail establishments, restaurants, etc.

Commissioner McManus asked what the plan was to address the amount of traffic that would be coming in and out of the development because there are a lot of people that use Highway 57 and if the development were approved traffic would increase. She asked if they plan for a crossover or a U-turn to be placed in the area.

Mr. Scruggs said that would be a conversation they would have to have with MDOT. They would like to have a traffic light at that location, but it is so close to the intersection and light at Highway 90 that a light would be problematic. He said they weren't sure whether they want a crossover or a turnaround to help access the development, but ultimately it would be whatever MDOT will approve. He does think the best place for anything would be near the north entrance.

Commissioner Ward stated that he does think there is a need for this type of development and that the surrounding properties will accent this area. It will not change the characteristics of the area but may better what is already there.

Mr. Ankerson reminded the Commission that the use they are proposing on the property are allowed in a C-3.

Mr. Scruggs explained that some of the buildings would occupy almost 100 percent of the lot space on some of the lots. Although there will not be parking on some of the sights there will be adjacent or common parking areas. There will also be easements between properties for walkways. He said they are wanting zero setbacks except where they will need to be enforced by the building code for fire standards, etc. The reason for these zero setbacks is to create a downtown feel. There will be on street parking that should slow down vehicular traffic for the safety of the pedestrian traffic. They have talked to the city about the streets in the development being dedicated to the city as public streets.

Commissioner McManus asked Mr. Ankerson what assurances they have if they approve this rezoning that the plan presented is what will be developed.

Mr. Ankerson explained that he and Mr. Scruggs had discussed not being too specific about the uses such as saying exactly what kind of business would be in which building. They stayed general with the description, but for uses that are allowed within a C-3 District. The request is specific to what has been presented. He explained that tonight the Commission was approving the PUD rezoning with the presented preliminary plat. For the next phase the applicant will present the development agreement to the city, more specifics on the utilities they are asking for the city to take over, the final plat, etc. The final plat would go before the City Council for approval.

Bill Wingfield, owner of the medical complex next to the proposed development, wanted to know how the development would affect his property as for as some of the vacant land between them being an area that stays wet.

Commissioner Ward said the new development would have to have their own water detention plan and they will have a detention pond. Any development on the proposed property will not affect Mr. Wingfield's property or the use of his property.

Commissioner Hudson asked if there were wetlands on the property or was it just wet land.

Mr. Scruggs advised that they were in the process of mitigating wetlands on the subject property.

Commissioner Ward asked if there would be some type of signage stopping tractor trailers or oversize loads from using the roadways since they would be narrow.

Mr. Scruggs said there would be a loop road they could use to get in and out for deliveries. The roads would be passable for them, but they would encourage them to use another route.

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 to rezone the subject area from C-3 Highway Commercial to PUD Planned Unit Development as presented due to the public need.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 DeAnna McManus
 Maurice Hudson
 Chris Hoover

ABSENT: **William Davis**
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2024

GPC #24-10-RZ

Charles Roberts

4416 Highway 57

PID #82430100.050

VII. NEW BUSINESS

4. Consider a request for a Property Owner Initiated Rezoning of Property located at 4416 Highway 57, PID #82430100.050, from C-3 Highway Commercial to PUD Planned Unit Development. (GPC Case No. 24-10-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 27, 2024

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at 4416 Highway 57, PID #82430100.050, from C-3 Highway Commercial to PUD Planned Unit Development. (GPC Case No. 24-10-RZ)

REQUEST:

The Planning Department has received a request from Charles Roberts for a Rezoning of property known as 4416 Highway 57, PID #82430100.050, from C-3 Highway Commercial to PUD Planned Unit Development. The parcel is approximately 19.91 acres. The application fee of \$300 was paid on January 26, 2024. 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: 4416 Highway 57, PID #82430100.050. (See Exhibit A)
2. Existing Zoning: C-3 Highway Commercial. (See Exhibit B)

UDO 5.3.9 C-3, Highway Commercial District - Purpose and intent. The purpose of this district is to provide for areas where relatively high intensity commercial and retail uses, office buildings, medical facilities, automobile car lots and regional shopping areas may be located. C-3 Districts are to be located along major highways or major arterials. Due to the high intensity of some of the

permitted uses and the variety of uses, most C-3 uses are not compatible with low- to medium-density residential uses, but may be adjacent to high-density residential uses if adequately buffered.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

- A. Provide substantial buffers and transitions between areas of different land use and development densities;*
- B. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*
- C. Counteract urban monotony and congestion on streets;*
- D. Promote architecture that is compatible with the surroundings;*
- E. Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
- F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

DATA AND ANALYSIS:

Property requested for Rezoning: 4416 Highway 57, PID #82430100.050.

Location: Ward 1

Current Zoning of the Request Property: C-3 Highway Commercial

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Regional Scale Commercial. (See Exhibit D)

Surrounding Zoning: C-3 Highway Commercial to the North and South, AG Agricultural to the East.

HISTORY:

This property is vacant and currently zoned C-3 Highway Commercial.

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 C-3 Highway Commercial to PUD Planned Unit Development; 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

024-10-RZ

<u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u> Zoning Change _____ *Includes \$1.00 filing fee per MS Code §25-60-5	<u>FEE:</u> \$301.00
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Name of Applicant: Charles RobertsName of Business: NA Phone: 228-366-0963Property Address: 4416 HWY 57 GAUTIER, MS Mailing Address (if Different): 4513 Radio Road, Ocean Springs, MSE-Mail Address: donovan@scruggsplanning.com (agent)Reason for request, location and intended use of Property: Change in Neighborhood Character and Public Need

Summary of change in character and need to be provided on separate document _____

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.
- NA 3. Copy of protective covenants or deed restrictions, if any.
- NA 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.
- NA 5. Any other information requested by the Planning Director.

Signature of Applicant: Charles H. Roberts III Date of Application: _____

Donovan Scruggs (PH: 228-348-1315) will serve as agent to provide additional documents and representations for this application.

FOR OFFICE USE ONLY	
Date Received <u>1/26/24</u>	Verify as Complete <u>Scott</u>
Fee Amount Received <u>301.00</u>	Initials of Employee Receiving Application <u>Baba</u>

January 25, 2024



Scott Ankerson, Planning Director &
Building Official
City of Gautier
3330 US-90
Gautier, MS 39553

RE: Property located along East Side of Hwy. 57 & North of Hwy. 90
4416 Hwy. 57 Gautier, MS PIDN: 82430100.050
PUD Approval / Preliminary (Conceptual) Plat

Dear Mr. Ankerson:

Attached for your review and consideration are documents and the applications related to a Planned Unit Development (PUD) for the proposed Legacy Park project located along the east side of Highway 57. The site includes approximately 20 acres of land that is proposed to be rezoned with a PUD overlay and constructed as a small, mixed use development. The development will include a number of uses to include medical, retail, dining, and hospitality.

The site is modeled as a small downtown that will include shallow setbacks, parallel (on-street) parking, and pedestrian amenities. The street and right of way widths will vary to provide a more compact character. The majority of the site's parking will be oriented towards the rear of the buildings. These parking areas will largely be assembled on common lots or properties with cross-parking easements for the entire development. The parking stalls and drives will be slightly reduced to decrease the amounts of impervious surfaces and the related stormwater runoff.

The property is currently designated as a C-3 Highway Commercial District. This will serve as the 'base' district. The attached application includes a request for a PUD that meets the following standards outlined in 5.3.17:

- B. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces.
- C. Counteract urban monotony and congestion on streets.
- D. Promote architecture that is compatible with the surroundings.

The PUD request is based on a change in neighborhood character and public need. The change in character has resulted in construction of small commercial strip center to the south and the multi-family development to the north. This character is also impacted by the construction of the Ocean Springs High School and the residential areas to the south in unincorporated Jackson County. This growth has created a need for additional services within the area. The provision of water and sewer infrastructure further defines the character and potential use of the parcel.

The PUD and Preliminary Plat will permit the development of a mixed use center that is more compatible with the adjacent uses. The property is within close proximity to the Sand Hill Crane Refuge and larger areas of wetlands. The PUD will provide greater flexibility in 'clustering' building and uses for enhanced compatibility with these environmentally sensitive areas.

If you have any questions, please feel free to contact me at 228.348.1315.

Sincerely,

Donovan Scruggs, AICP

LEGACY PARK:
A PLANNED UNIT DEVELOPMENT
OF GAUTIER, MISSISSIPPI

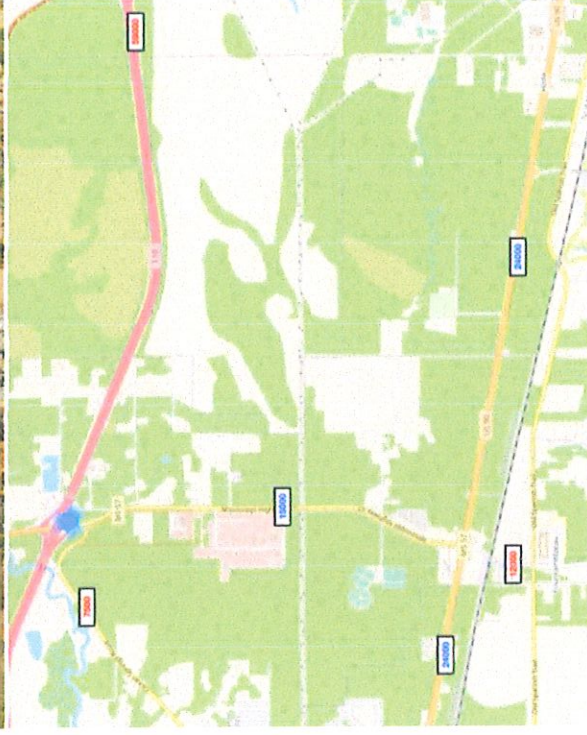
Introduction

Legacy Park is proposed as a mixed use development that will include restaurants, medical facilities, retail, hospitality, and residential uses. The development will be located within the City of Gautier and along Highway 57. This site is located between Interstate 10 and Highway 90, and this portion of the Highway 57 corridor is relatively undeveloped. The roadway serves as the common line of incorporation among the City of Gautier, the City of Ocean Springs, and Jackson County. These three corridors are primary arterials that move high volumes of traffic on a daily basis making the site ideal for a mixed-use development. Much of this movement is between cities and counties, but the traffic is also among states. Highway 57 includes an access ramp to Interstate 10, and this provides an efficient route to Highway 90 and from the Interstate.

According to traffic volumes of the Mississippi Department of Transportation, Interstate 10 has daily volumes between 59,000 and 63,000 vehicle trips. Highway 90 within the subject area has daily vehicle volumes of approximately 24,000. Highway 57 demonstrates a daily vehicle volume of approximately 15,000. In recent years, the volumes along Highway 57 and south of Highway 90 have significantly increased. This is due to the construction of the Ocean Springs High School and the residential growth located to its south that has occurred in unincorporated Jackson County.

In 2010 Ocean Springs developed its recreational complex northwest of the site and similarly, Jackson County developed its soccer complex to the east of the subject site years earlier. The County's soccer complex is now within the City of Gautier, but it was initially constructed within an unincorporated area. Within the last few years a small medical complex was constructed within the City of Gautier at the northeast corner of Highways 57 and 90. A large convenience store with gasoline sells was constructed within the southeast corner of this intersection. Immediately north and adjacent to the site is a large, multi-family apartment complex.

With the traffic related to large employment centers and new and existing developments within close proximity to this intersection, it is expected that Highway 57 will emerge as primary commercial corridor for the area. The proposed Planned Unit Development is expected to enhance the corridor by establishing an attractive mixed use development.



Zoning Requirements

The location of Legacy Park is north of Highway 90 and along Highway 57. The site has a zoning designation of C-3 Highway Commercial. While the C-3 District permits “all forms of Restaurants (specialty, fast food, dine-in), Hotels, Mixed Use Building with upper story residential, Neighborhood and Community Shopping Centers, Office, Retail, and Medica/Dental Clinic”, the dimensional and site layout standards are not favorable for a mixed use development. Setbacks, street configurations, lot coverage ratios, parking and other characteristics create issues with the desired layout of Legacy Park.

Legacy Park will be designed with a Main Street feel with buildings situated with shallow setbacks. Parking will be primarily on common lots utilizing cross access and parking easements. Legacy Park will include residential uses, a hotel, dining and retail opportunities, medical clinics, and office spaces. It is anticipated that visitors, residents, and employees on the site can spend hours or days on the site without the need for a vehicle. The Planned Unit Development, as requested, provides flexibility in numerous dimensional requirements, but the underlying permitted uses are not expanded or changed.

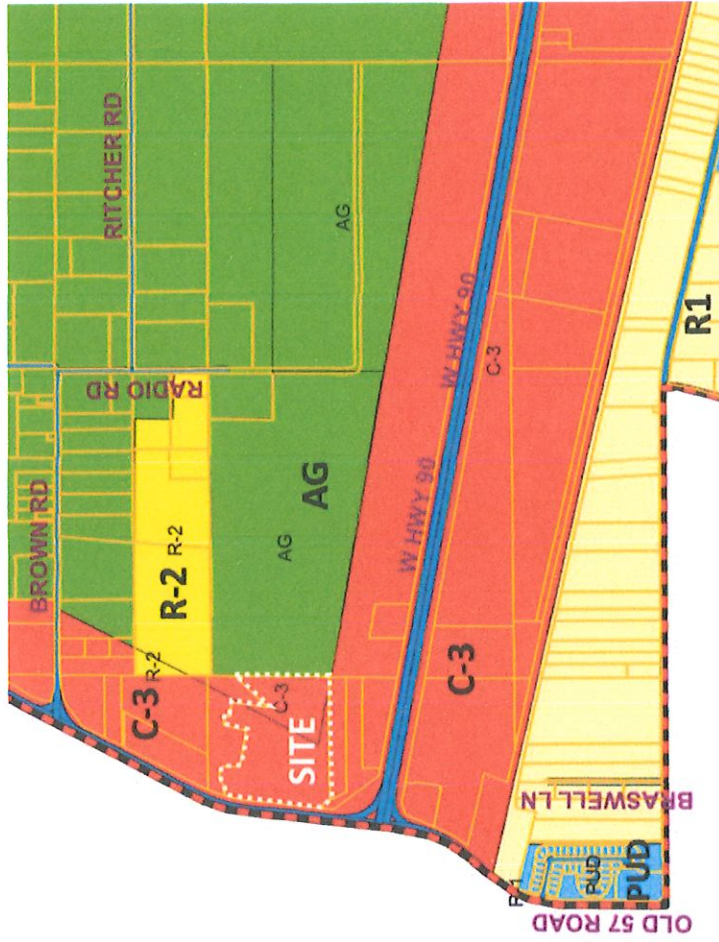


Table 7. Intensity and Dimensional Standards

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			*Tier 1	Tier 2	Tier 3	Front	Side	Rear	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3
C-1	None	100	15	25	35	25/15	15/35/40	15/25/35	none	N/A	N/A	N/A	N/A	N/A	75	80	80
C-2	None	100	25	30	35	40/25	15/35	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
C-3	None	None	35	45	60	40/25	15/35/40	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85

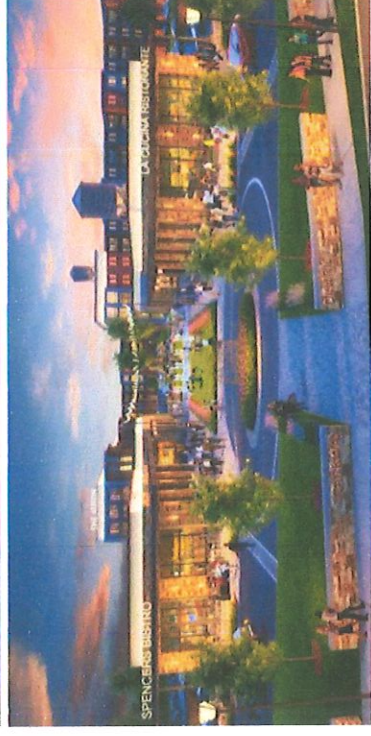
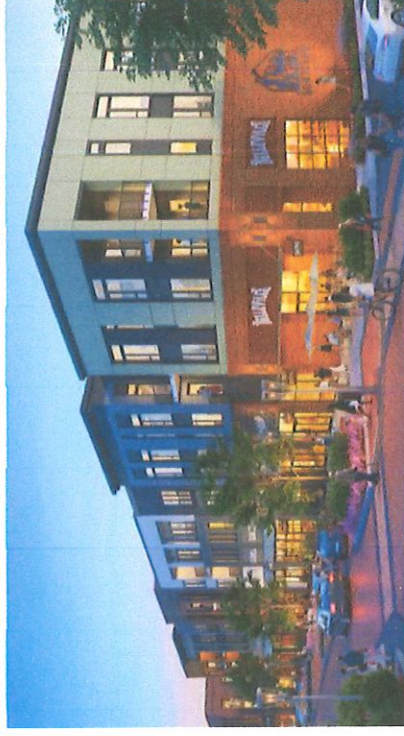
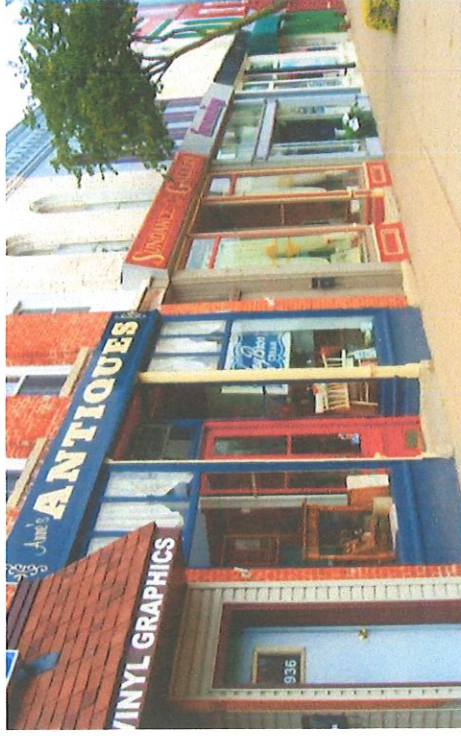
Legacy Park: Mixed Use Development

In recent years there has been a national trend toward the development or redevelopment of mixed use locations. These developments include a mix of residential, commercial, retail, medical and dining opportunities. Often these developments resemble traditional Main Streets and provide an alternative to enclosed malls or conventional shopping centers. These developments often include residential units above commercial spaces or single-purpose residences to the commercial spaces. This allows workers or customers to live within walking distances to the commercial spaces. Legacy Park will include residential units above many of the commercial spaces and plans to incorporate a hotel within the eastern portion of the site. Legacy Park will also include a large retention pond that will serve as a water feature with a walking track and public spaces. The mixture of uses expands the activity cycle of a development from day light or working hours to evening and nighttime hours.

While many cities are able to repurpose the vacant upstairs spaces within existing downtowns, Legacy Park will involve new construction. This will permit the establishment of an architectural theme that is regulated by covenants and an architectural review board. Through these steps quality and style can be consistent and maintained.

The City of Gautier's Planned Unit Development (PUD) regulations permit a deviation from standard sections of the Unified Development Code. While the site will adhere to the uses permitted within the C-3 Highway Commercial section of the Code, deviations from setbacks, road widths, site layout, and similar standards are being requested to foster a mixed use development that will resemble a downtown environment. The regulations associated with the existing C-3 District do not encourage compact, mixed use developments.

Images on this page are from an APA publication on mixed uses, Denton, Texas, and Superior Colorado. These images only serve as examples of mixed use development and are not illustrative of the proposed project.



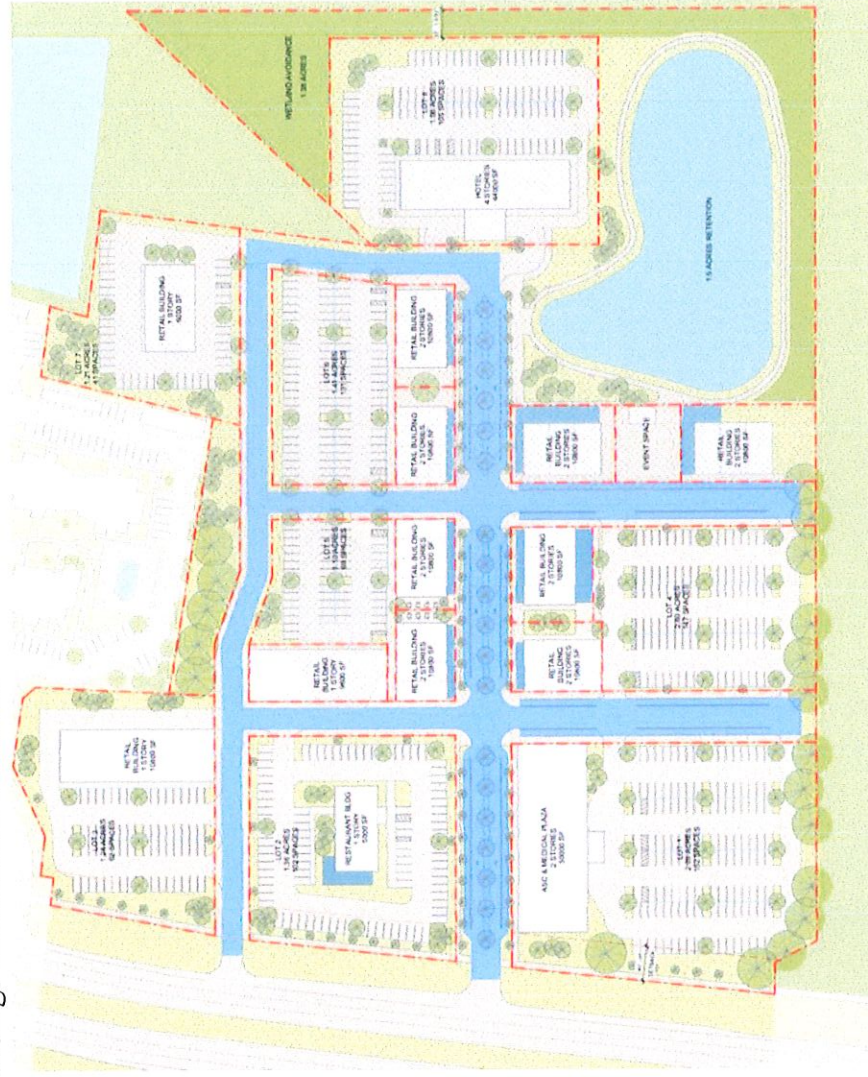
Legacy Park: Plan Overview

Legacy Park is proposed to be a mixed-use development that is regulated as a Planned Unit Development (PUD). Legacy Park will include a small grid layout arranged along a Main Street and buildings with shallow setbacks.

Legacy Boulevard is its Main Street. Unlike most contemporary commercial corridors, this drive will include on-street, parallel parking. This provides convenient access to buildings and encourages lower vehicle speeds within the development.

Legacy Boulevard is proposed as a divided roadway with a landscaped median. This provides an additional element of safety for street crossings. Buildings are arranged in a compact manner along the corridor to encourage 'single-stops' so that visitors can park and patronize multiple businesses within Legacy Park without the use of a car. The arrangement encourages street crossings for easy 'store to store' movement. Parking, in most cases is arranged in the rear of buildings in common or shared parking areas.

Along Highway 57 will be three parcels that will provide convenient access for visitors with a single purpose. These site will provide medical services, dining opportunities, or similar needs. The interior lots will be arranged in a more compact nature. These lots will incorporate shared parking and upper floor residential units above some commercial spaces. Two lots along the eastern edge of the development (lots 7 and 8) will accommodate a hotel and an undetermined use. The hotel is considered an integral part of the project as it will provide customers and visitors to the site.



A conceptual layout of Legacy Park. Final building areas and parking details will be determined.

Legacy Park: The Lots

Legacy Park is proposed to be developed as a single site, but subdivided and platted for potential conveyances of lots. Within the development five (5) lots are likely to be conveyed to other parties for development. These include Lots 1, 2, 3, 7, and 8. The buildings within these parcels will be developed with design standards that are consistent with Legacy Park, but may be constructed by other parties.

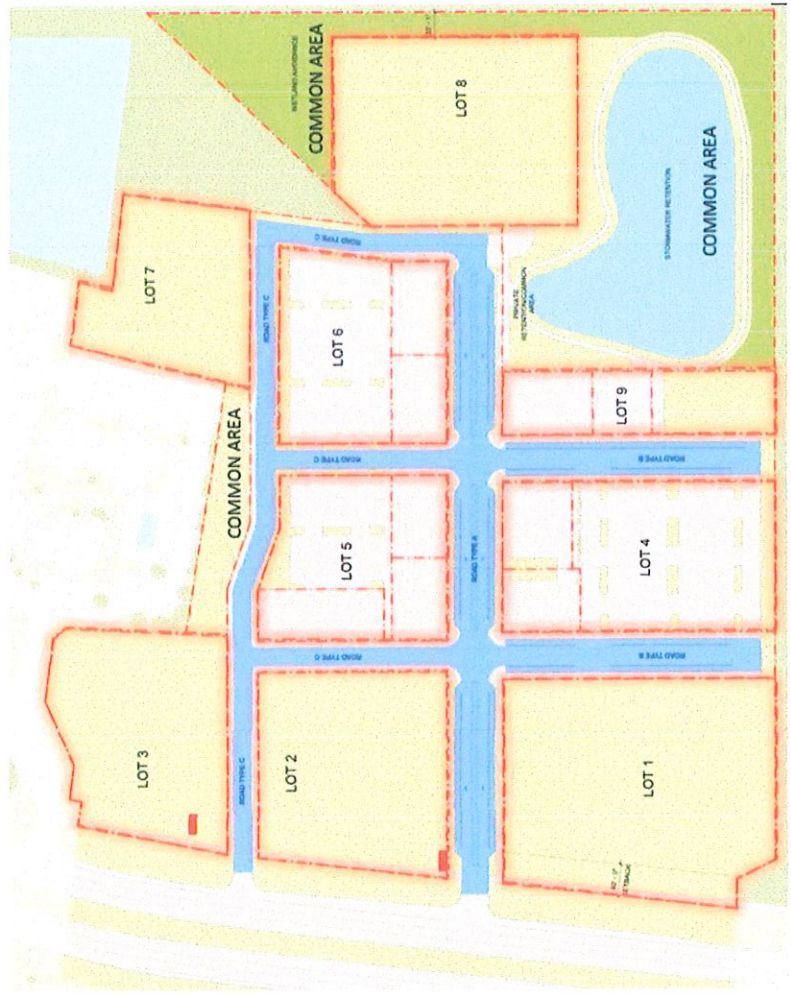
Lots 4, 5, 6, and 9 are the interior lots of the development and will likely be developed by the construction team of Legacy Park. These lots include smaller sub-parcels to accommodate the construction of buildings. These sub-parcels will include buildings that occupy approximately the entire footprint. Parking for these sub-parcels will be provided with cross parking easements situated on the primary lots and throughout Legacy Park.

Unlike typical commercial parcels or buildings within the City of Gautier, parking areas within Legacy Park may not be contained on each individual lot or parcel. Parking is expected to be shared among the majority of tenants or uses. Parking calculations will be based on the overall site requirements and spread throughout Legacy Park. Similarly, stormwater retention requirements will not be imposed on individual lots or parcels. It is expected that buildings constructed on the lots and parcels will occupy the majority of the respective footprints. A common retention/detention pond located in the southeast corner of the property will serve the entire site.

To establish a Main Street environment, setback requirements will be significantly reduced. No setback requirements are proposed on any lots or sub-parcels within Legacy Park with the exception of a 40 setback along Highway 57.

Legacy Park Lots Standards

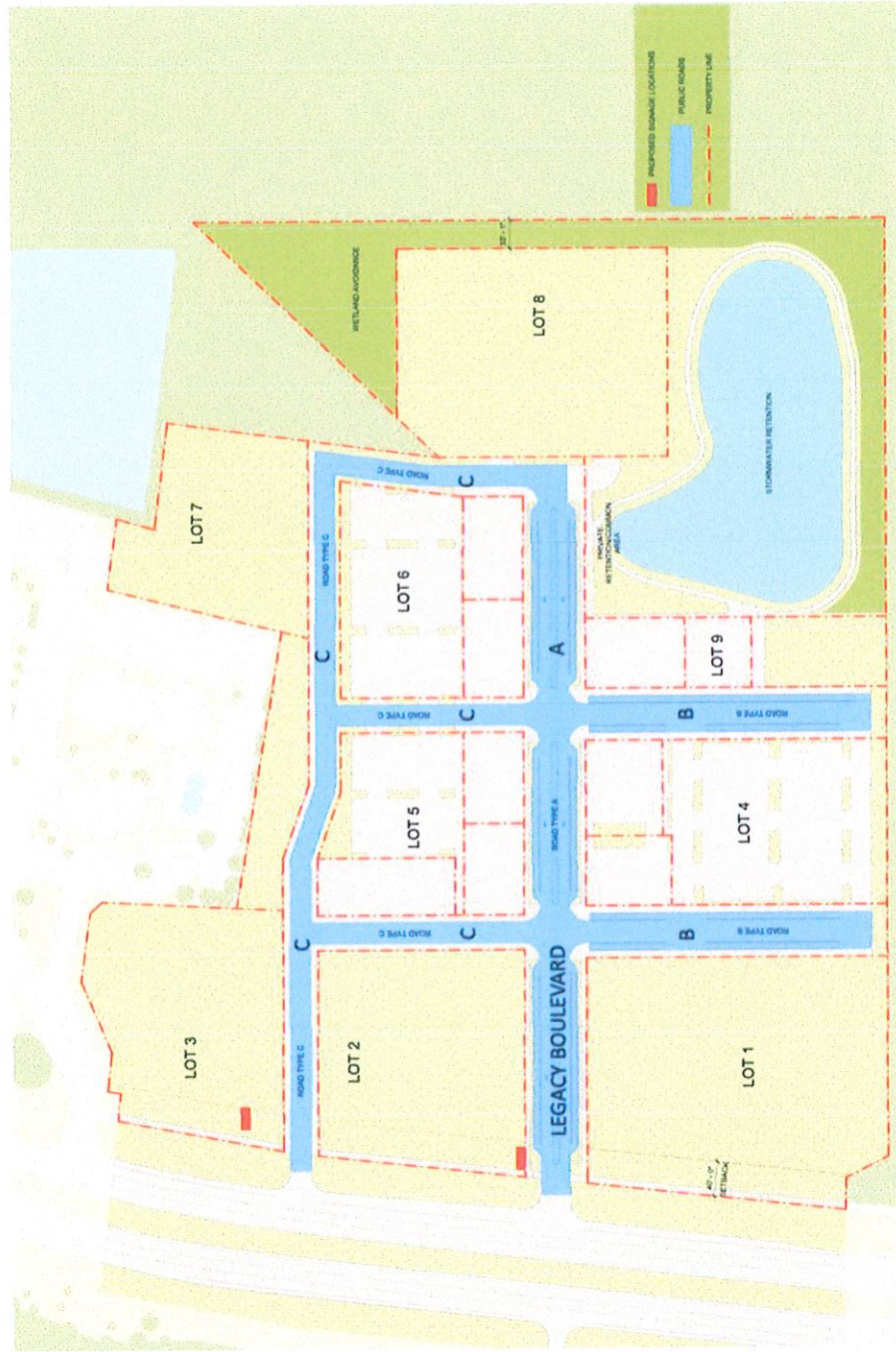
Front Yard Setback (Minimum)	0
Side Yard Setback (Minimum)	0
Rear Yard Setback (Minimum)	0
Highway 57 Setback (Minimum)	40
Percent Coverage (Maximum)	100



Legacy Park: The Streets

Legacy Park will include streets that are constructed and dedicated to the City of Gautier. The streets will form a small grid pattern with two access points to Highway 57 along the west property line. The streets will also 'stub' to the south for potential connection to future developments. Similarly, the common area along the north side of Lot 5 and the roadway could include a connection to the existing multifamily development located north of the site. With the open space available, this access could include vehicular or pedestrian access for improved connectivity.

Legacy Boulevard is the Main Street and will include a center median. This Street will also include parallel parking for improved access to adjacent buildings.



Legacy Park will include three Street Types. These streets will differ greatly in widths and functions.

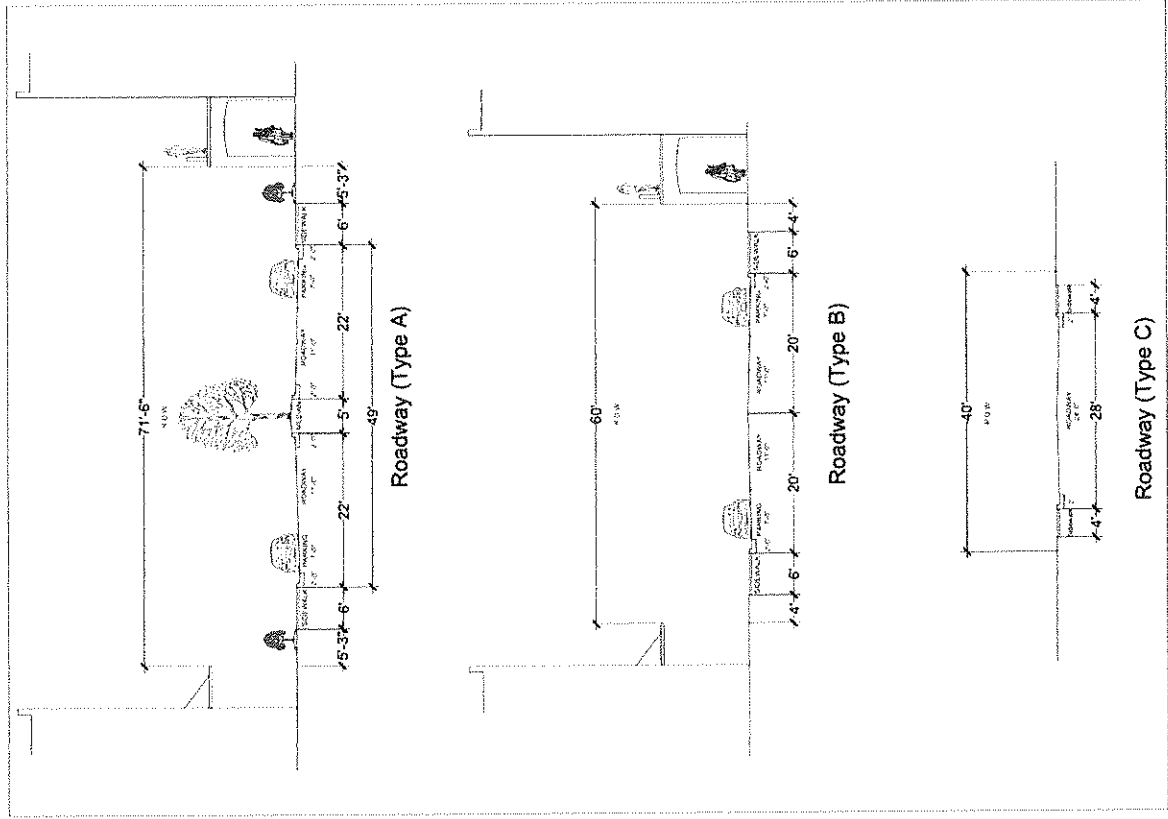
Type A Streets will include Legacy Boulevard which is the Main Street or primary access to the site. This roadway has a proposed right of way of 71'6". To establish the downtown character, the street will include two vehicular lanes (one east and one west) and a landscaped median. The street will include parallel or on-street parking and sidewalks. Buildings will be arranged either at or near the property line. The right of way is sufficient to accommodate a tree well or landscaping along the exterior boundary or the sidewalk can be widened to enhance pedestrian traffic. This right of way will also accommodate the required infrastructure. As demonstrated in the image to the right, this roadway is expected to permit buildings to be constructed to the common lot line and right of way lay with little or no setback. Additional public or pedestrian areas are expected along within the private areas adjacent to the buildings, in some cases. These areas may be covered by awnings or other structures. Additionally, some buildings may be constructed to the front or side property lines.

The two streets that extend south from Legacy Boulevard will be classified as Type B Streets. These two streets will have a right of way of approximately 60 feet. Similar to Type A Streets, these streets will include on-street parking and are expected to have little to no setback for the adjacent buildings. Depending on the relation to these buildings, the sidewalks can range from 6 to 10 feet in widths. These streets also function as 'stub' streets that can be extended to the southern properties that are not part of this development. The Type B Streets do not include a median.

Type C Streets include the roadway located north of Legacy Boulevard. These are secondary streets that will not include on-street parking or medians. These are functional streets that are provided to access parking areas. Lot 3 and Lot 7 will be accessed by these roadways. While the right of way is 40 feet in width, the driving surface of the roadway is approximately 27 feet. The roadway will include a sidewalk with a width of 4 to 6 feet depending on the location and the relationship to adjacent buildings.

LEGACY PARK: A PLANNED UNIT DEVELOPMENT

7



GAUTIER, MISSISSIPPI

Legacy Park: The Buildings

The mixed-use component of Legacy Park will be most evident on the small sub-parcels of the developments. These sub-parcels are located on Lots 4, 5, 6 and 9. These sub-parcels are compact with sizes ranges from approximately 10,000 to 15,000 square feet.

The buildings that will be constructed on these sites will occupy the majority of the sub-parcels' areas. Areas of the parcels that are not occupied by a building will likely include impervious or hard-surfaced areas for pedestrian movement, outdoor dining, or other uses. The buildings will not have regulated setbacks other than those established by the City's adopted building code. The buildings' sizes and locations will also be subject to established interior easements addressed in Legacy Park: Interior Easements (page 10).

These buildings are expected to be constructed by the Legacy Park development group. These buildings will range in height from one to three stories. The buildings will be designed by the group with a consistent character or theme that will be established by the project architect.



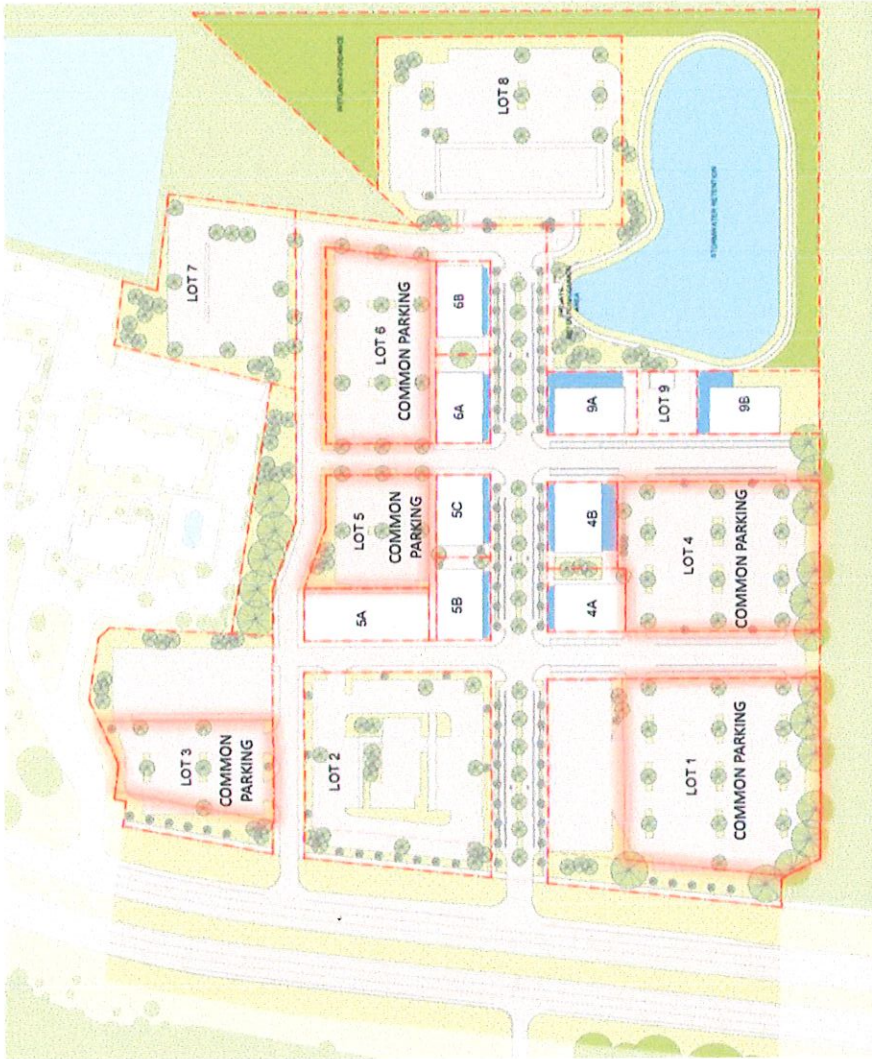
The smaller parcels within the Lots 4, 5, 6, and 9 are referred to as "sub-parcels" in this document.

Legacy Park: Parking

Legacy Park will be developed as a mixed-use site that will include restaurants, offices, retail spaces, medical facilities, hospitality accommodations, residences and other uses. Mixed-use developments, such as Legacy Park, encourage walkability among the various uses and spaces within these developments. With services available, visitors or residents will have opportunities to meet many of their daily needs without traveling off-site. For this reason, there will be a number of common or shared parking areas on the site and most lots are expected to include 'cross-parking easements'. This will allow visitors to park once and visit multiple locations within Legacy Park without needing to drive. Lots 2, 7, and 8 do not include 'common parking' areas but, portions of these lots will include cross-parking easements. Individual sub-parcels will not include parking contained within the footprint of the parcels but within Common Parking Areas throughout the development.

Parking calculations will be based on the total number of spaces required for specific uses and building areas for Lots 1, 4, 5, 6 and 9. Parking spaces for these lots will be provided within five common parking areas. Parking calculations for Lots 2, 7, and 8 will be based on the specific uses for the respective lot. Reductions for the required spaces may be utilized as permitted within the City of Gautier's Unified Development Code. While sufficient parking is necessary and desirable, excessive parking leads to an inefficient use of land, increased stormwater runoff, and heat island effects.

Legacy Park will include 'on-street' parking constructed within the development, and these spaces will be counted towards the site's overall parking calculations. The Unified Development Ordinance only permits consideration of off-street parking, but with the mixed-use character of the site the use of on-street parking will enhance the project. Parking spaces within Legacy Park will be designed with minimum widths of nine (9) feet and minimum depths of eighteen (18) feet. Adjacent drives are expected to have a minimum width twenty-four (24) feet for two-way traffic. On-site parking spaces will primarily be configured perpendicular (90 degree) to the driving lanes.

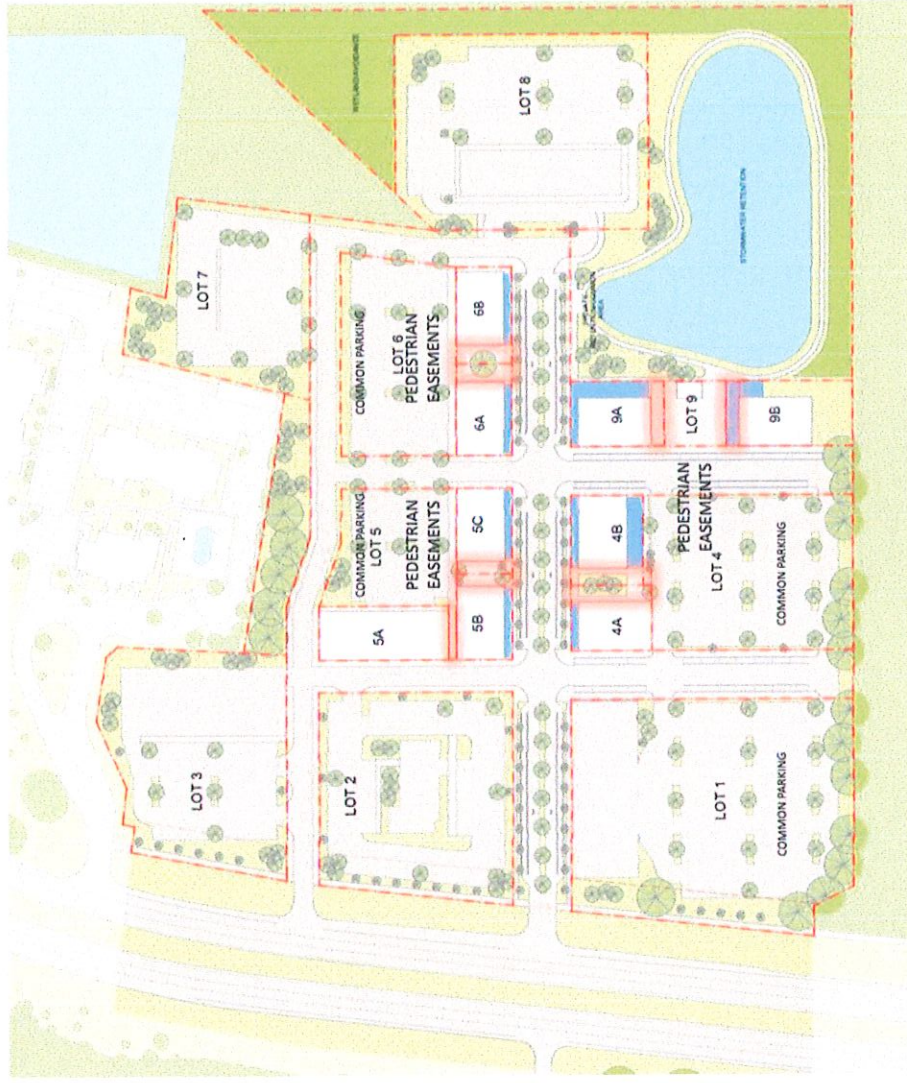


Legacy Park: Interior Easements

Legacy Park is arranged as a small, Main Street development. This will include Legacy Boulevard with buildings located along the front building line with on-street parking. Street parking will not accommodate all the required parking for the development, and the majority of parking will be located to the rear of the lots.

To make these parking areas more accessible, Legacy Park will include a number of pedestrian easements between buildings. These easements are centered along the sub-parcel lines to enhance access from other locations to the parking areas in the rear of the buildings. Similarly, these pedestrian easements are provided along the southeast portion of the property for access to the recreational common area.

While these areas include pedestrian easements, private use is expected. Dining, congregating, and other private uses will be encouraged along the sidewalks and exterior spaces of Legacy Park. Outdoor dining spaces within attractive, walkable areas are desirable and also expands the service areas. These outdoor dining areas enhance communications among visitors and foster a vibrant downtown environment.

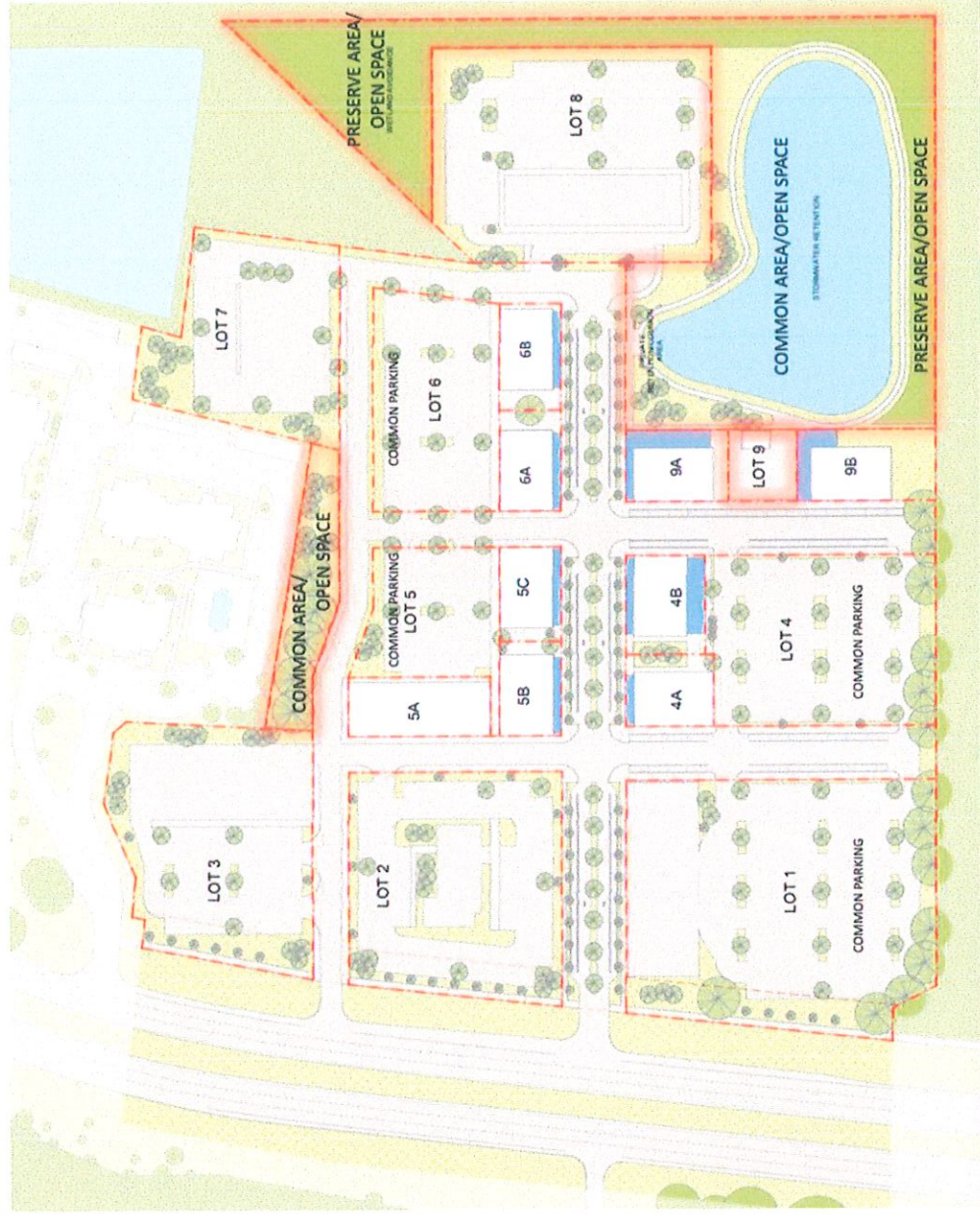


Legacy Park: Open and Common Spaces

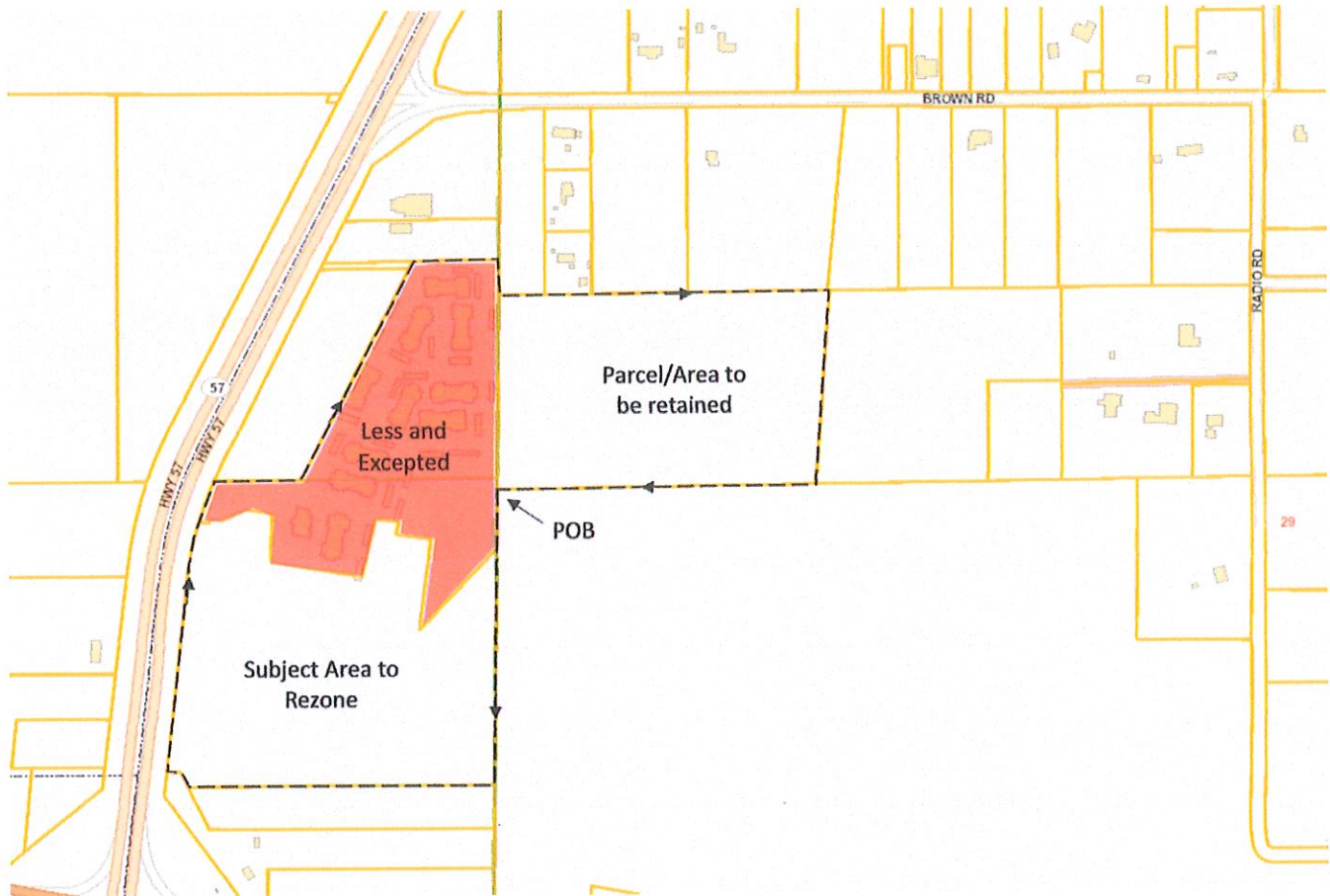
Legacy Park will include three primary Open or Common Spaces within the development.

The largest and primary common area is situated around the stormwater retention pond within the southeast corner of the site. The common area intends to utilize the retention pond as a site amenity for recreational and social uses. The site is adjacent to a small common area with Lot 9. This is envisioned as a more active area for outdoor events and entertainment. Proximity to the water feature enhances this space.

Along the north side of the property is a linear common area. This space assists in providing a buffer area for the multifamily development to the north. It could be used as a dog park or similar amenity for the residents. Because of the proximity to the residential development to the north, it will likely include some form of pedestrian or vehicular access to encourage and enhance interaction.



Deed Detail and Overview



The current deed describes 51.7 acres with a smaller area of 14.8 acres 'less and excepted'. This creates two disconnected areas or parcels. The Subject Area to be rezoned is approximately 19.9 acres. To the northeast of the subject site is a smaller 17 acre area that will be retained by C. Roberts.

Page 1 of 3

Prepared by and return to:
Kaleel "Teal" Salloum, Jr.
Salloum Law Firm, PLLC
Post Office Box 1717
Gulfport, Mississippi 39502
Tel: (228) 863-6727

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Indexing Instructions: Part of SE ¼ of NE ¼ of SE ¼ in Section 30, and part of SW ¼ of NW ¼ in Section 29, all in Township 7 South, Range 7 West, Jackson County, MS

QUITCLAIM DEED

FOR AND IN CONSIDERATION the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned

CHARLES H. ROBERTS, III, GRANTOR
4500 HIGHWAY 57
OCEAN SPRINGS, MISSISSIPPI 39564
(228) 366-0963

does hereby sell, convey and quitclaim unto the following Grantees:

CHARLES H. ROBERTS, III AND CAROL ROBERTS AS JOINT TENANTS WITH
RIGHTS OF SURVIVORSHIP, GRANTEEES
4500 HIGHWAY 57
OCEAN SPRINGS, MISSISSIPPI 39564
(228) 366-0963

all of the Grantor's right, title and interest in and to the following described land and property, lying and being situated in Jackson County, Mississippi, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

Together with all improvements situated thereon and all appurtenances thereunto belonging.

The above described real property is not part of the homestead of the Grantor nor is it adjacent or contiguous thereto.

This conveyance is made subject to any prior reservation of oil, gas and other minerals and any restrictions or other matters of record.

Taxes for the current year are assumed by the Grantees.

[Signature pages to follow.]

WITNESS MY SIGNATURES, this the 16th day of DEC., 2019.


CHARLES H. ROBERTS, III,
GRANTOR

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of December, 2019, within my jurisdiction, the within named Charles H. Roberts, III, who acknowledged that he executed and delivered the above and foregoing instrument.




NOTARY PUBLIC

TITLE NOT EXAMINED

RIDER FOR COMPLETE LEGAL DESCRIPTION

EXHIBIT "A"

Part of the Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4 of Section 30, and part of the Southwest 1/4 of the Northwest 1/4 of Section 29, Township 7 South, Range 7 West, Jackson County, Mississippi being more particularly described as follows:
Beginning at an iron pipe found at the Northeast corner of the Southeast 1/4 of Section 30;
thence South 00 Degrees 02 Minutes 35 Seconds West a distance of 237.31 feet to an iron rod set;
thence South 00 Degrees 01 Minutes 56 Seconds West a distance of 616.50 feet to an iron pipe found;
thence South 00 Degrees 01 Minutes 56 Seconds West a distance of 187.40 feet to an iron pipe found;
thence North 89 Degrees 40 Minutes 26 Seconds West a distance of 1081.91 feet to an iron pipe found;
thence North 26 Degrees 36 Minutes 10 Seconds West a distance of 53.71 feet to an iron pipe found;
thence North 88 Degrees 03 Minutes 53 Seconds West a distance of 34.41 feet to an iron pipe found on the East Right-of-Way of Mississippi State Highway 57;
thence North 06 Degrees 03 Minutes 58 Seconds East a distance of 641.69 feet to a concrete monument found on the East Right-of-Way of Mississippi State Highway 57;
thence with a curve turning to the right
with an arc length of 204.33 feet,
with a radius of 1247.20 feet,
with a chord bearing of North 11 Degrees 15 Minutes 45 Seconds East,
with a chord length of 204.10 feet,
with a delta angle of 9 Degrees 23 Minutes 13 Seconds to an iron rod set on the East Right-of-Way of Mississippi State Highway 57;
thence with a curve turning to the right
with an arc length of 164.48 feet,
with a radius of 1247.20 feet,
with a chord bearing of North 19 Degrees 44 Minutes 03 Seconds East,
with a chord length of 164.36 feet,
with a delta angle of 7 Degrees 33 Minutes 22 Seconds to an iron rod found on the East Right-of-Way of Mississippi State Highway 57;
thence South 89 Degrees 37 Minutes 03 Seconds East a distance of 284.71 feet to an iron pipe found;
thence North 27 Degrees 58 Minutes 43 Seconds East a distance of 860.62 feet to an iron rod found;
thence North 28 Degrees 42 Minutes 27 Seconds East a distance of 22.61 feet to an iron rod found;
thence South 89 Degrees 22 Minutes 06 Seconds East a distance of 280.27 feet to an iron rod found;
thence South 00 Degrees 43 Minutes 52 Seconds East a distance of 123.05 feet to an iron pipe found;

thence North 89 Degrees 15 Minutes 43 Seconds East a distance of 164.57 feet to an iron rod found;
 thence North 89 Degrees 22 Minutes 05 Seconds East a distance of 164.99 feet to an iron pipe found;
 thence North 89 Degrees 37 Minutes 43 Seconds East a distance of 819.97 feet to a point in the center of ditch, (said point lies South 89 Degrees 30 Minutes 13 Seconds West a distance of 6.81 feet from an iron rod found which serves as a witness monument);
 thence South 04 Degrees 23 Minutes 48 Seconds West a distance of 661.30 feet to a point in the center of a ditch, (said point lies South 89 Degrees 33 Minutes 25 Seconds West a distance of 5.73 feet from an iron rod found which serves as a witness monument);
 thence South 89 Degrees 32 Minutes 24 Seconds West a distance of 1102.17 feet to the Point of Beginning, having an area of 51.7 acres, more or less.

LESS AND EXCEPT:

Part of the Southeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 of the Southeast 1/4 of Section 30, Township 7 South, Range 7 West, Jackson County, Mississippi being more particularly described as follows:

Beginning at an iron pipe found at the Northeast corner of the Southeast 1/4 of said Section;
 thence South 00 Degrees 02 Minutes 35 Seconds West a distance of 237.31 feet to an iron rod set;
 thence South 43 Degrees 39 Minutes 40 Seconds West a distance of 394.45 feet to an iron rod set;
 thence North 07 Degrees 33 Minutes 08 Seconds East a distance of 318.03 feet to an iron rod set;
 thence North 82 Degrees 52 Minutes 51 Seconds West a distance of 123.62 feet to an iron rod set;
 thence North 15 Degrees 34 Minutes 43 Seconds East a distance of 45.59 feet to an iron rod set;
 thence North 82 Degrees 52 Minutes 51 Seconds West a distance of 81.71 feet to an iron rod set;
 thence South 13 Degrees 46 Minutes 34 Seconds West a distance of 205.69 feet to an iron rod set;
 thence North 80 Degrees 42 Minutes 33 Seconds West a distance of 321.82 feet to an iron rod set;
 thence North 02 Degrees 50 Minutes 08 Seconds East a distance of 155.11 feet to an iron rod set;
 thence North 41 Degrees 25 Minutes 36 Seconds West a distance of 18.91 feet to an iron rod set;
 thence North 81 Degrees 30 Minutes 43 Seconds West a distance of 79.54 feet to an iron rod set;
 thence South 65 Degrees 51 Minutes 17 Seconds West a distance of 89.57 feet to an iron rod set;
 thence North 83 Degrees 24 Minutes 46 Seconds West a distance of 44.68 feet to an iron rod set;
 thence South 10 Degrees 36 Minutes 58 Seconds West a distance of 15.04 feet to an iron rod set;
 thence North 83 Degrees 24 Minutes 46 Seconds West a distance of 32.31 feet to an iron rod set on the East margin of Highway 57;
 thence with a curve turning to the right with an arc length of 164.48 feet, with a radius of 1247.20 feet, with a chord bearing of North 19 Degrees 44 Minutes 03 Seconds East, with a chord length of 164.36 feet along the East margin of Highway 57 to an iron rod found;
 thence South 89 Degrees 37 Minutes 03 Seconds East a distance of 194.44 feet to an iron rod set;
 thence South 89 Degrees 37 Minutes 03 Seconds East a distance of 90.27 feet to an iron pipe found;
 thence North 27 Degrees 58 Minutes 43 Seconds East a distance of 860.62 feet to an iron rod found;
 thence North 28 Degrees 42 Minutes 27 Seconds East a distance of 22.61 feet to an iron rod found;

thence South 89 Degrees 22 Minutes 06 Seconds East a distance of 280.27 feet to an iron rod found;
thence South 00 Degrees 43 Minutes 52 Seconds East a distance of 123.05 feet to an iron pipe found;
thence South 00 Degrees 17 Minutes 25 Seconds West a distance of 658.95 feet to the Point of Beginning, having an area of 14.8 acres more or less.

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON THE SURVEY PERFORMED BY PATRICK MARTINO PLS INC. DATED JULY 7, 2023 (GEODETIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION-NAD83; CORS96) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI; THENCE S00°00'20"E 237.32 FEET TO A 1/2" IRON ROD FOUND WITH CAP STAMPED "VICKERY" AT THE POINT OF BEGINNING, SAID ROD LYING ON THE WEST LINE OF PROPERTY NOW OR FORMERLY OF WALNUT ACQUISITION CORP, BEING DESCRIBED IN DEED BOOK 1249 AT PAGE 311; THENCE ALONG SAID WEST LINE, S00°00'45"W 616.67 FEET TO A 1/2" IRON PIPE FOUND; THENCE CONTINUE ALONG SAID WEST LINE, S00°02'42"W 187.34 FEET TO A 1/2" IRON PIPE FOUND, SAID PIPE LYING AT THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OF TRANSCONTINENTAL GAUTIER LAND, BEING DESCRIBED IN DEED BOOK 1589 AT PAGE 568; THENCE ALONG THE NORTH LINE OF SAID TRANSCONTINENTAL GAUTIER LAND PROPERTY, N89°41'05"W 1081.81 FEET TO A 1/2" IRON PIPE FOUND, SAID PIPE LYING ON THE NORTH LINE OF PROPERTY NOW OR FORMERLY OF MARTIN, BEING DESCRIBED IN DEED BOOK 1280 AT PAGE 1; THENCE ALONG SAID NORTH LINE, N27°21'22"W 56.36 FEET TO A 2" IRON PIPE FOUND; THENCE CONTINUE ALONG SAID NORTH LINE, S88°26'42"W 32.76 FEET TO A 1/2" IRON PIPE FOUND LYING ON THE EAST MARGIN OF STATE HIGHWAY 57; THENCE ALONG SAID EAST MARGIN, N06°02'21"E 641.78 FEET TO A DAMAGED CONCRETE MONUMENT FOUND; THENCE FURTHER ALONG SAID EAST MARGIN, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1247.20 FEET, AN ARC LENGTH OF 204.42 FEET, AND A CHORD BEARING AND DISTANCE OF N11°21'35"E 204.19 FEET TO A 1/2" IRON ROD FOUND LYING AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF A-STRATEGY X LLC, BEING DESCRIBED IN DEED BOOK 2069 AT PAGE 244; THENCE ALONG THE SOUTH LINE OF SAID A-STRATEGY X LLC PROPERTY, S83°25'38"E 32.35 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE ALONG SAID SOUTH LINE, N10°30'21"E 15.08 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S83°19'20"E 44.61 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE N65°54'09"E 89.57 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S81°33'58"E 79.56 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S41°18'04"E 18.79 FEET TO A 1/2" IRON ROD FOUND; THENCE S02°48'29"W 155.18 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S80°48'16"E 321.74 FEET TO A 1/2" IRON ROD FOUND WITH CAP STAMPED "COA 29046"; THENCE CONTINUE N13°49'19"E 205.26 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S82°56'55"E 81.58 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S15°22'55"W 45.60 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S82°49'26"E 123.38 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE S07°37'29"W 318.05 FEET TO A 1/2" IRON ROD FOUND WITH CAP STAMPED "VICKERY"; THENCE CONTINUE N43°41'57"E 394.86 FEET TO THE POINT OF BEGINNING, CONTAINING 19.84 ACRES, MORE OR LESS.

82430100.050 ROBERTS CARRIE J ET AL

PIDN: 82430100.050

GISP: 779.30-04-0007.00

Owner Information

Percent of Ownership: 100

Name: ROBERTS CARRIE J ET AL

Name 2:

Mailing Address: 4513 RADIO RD
OCEAN SPRINGS MS
39564

Site Address: 4416 HWY 57 GAUTIER

Land Information

Section: 30 Acreage: 19.91

Township: 7

Range: 7

Street Name HWY 57

Value and Tax Information

Total Assessed Value: 349

Total Appraised Value: 2320

Improvement Value: 0

Land Value: 2320

Tax Amount: 56

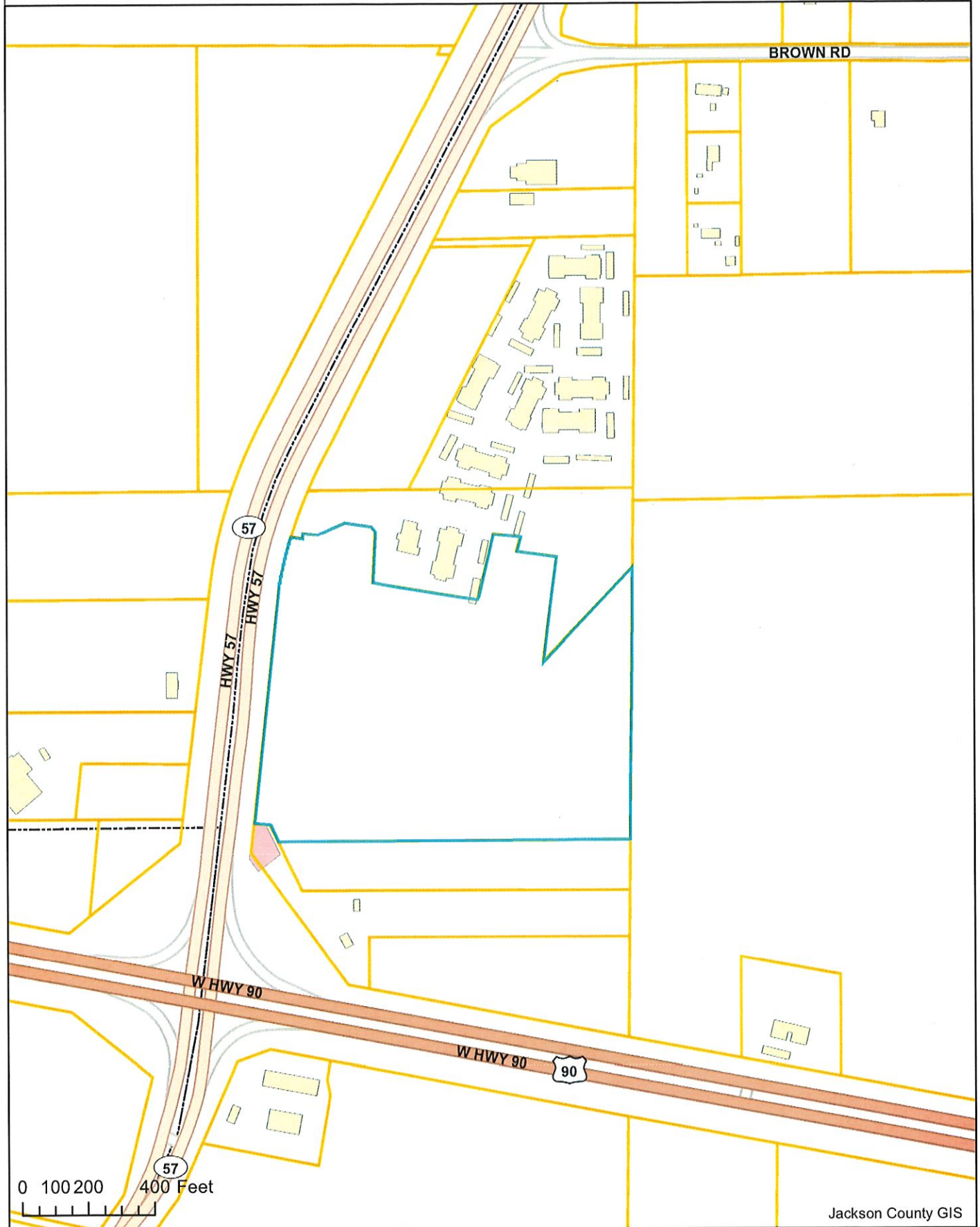
SQ FT: 0 Year Built: 0

Legal Description

Description: COM SEC N 1605 TO POB W 1077.33
N26*W46.75 W34.4 NLY 852.7 ALG E
/M HWY S83*E32.3 N10*E15 S83*E 4
4.68 N65*E89.57 S81*E79.54 S41*
E18.91 S2*W155.11 S80*E321.82 N
13*E194.83 S82*E81.71 S15*W45.59
S82*E128.62 S7*W318.03 N43*E 39
4.45 S804.47 TO POB 1741-723 176
8THRU614(7 MAP779.30-04)

Deed Book / Page: 1960 / 207

82430100.050 ROBERTS CARRIE J ET AL



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

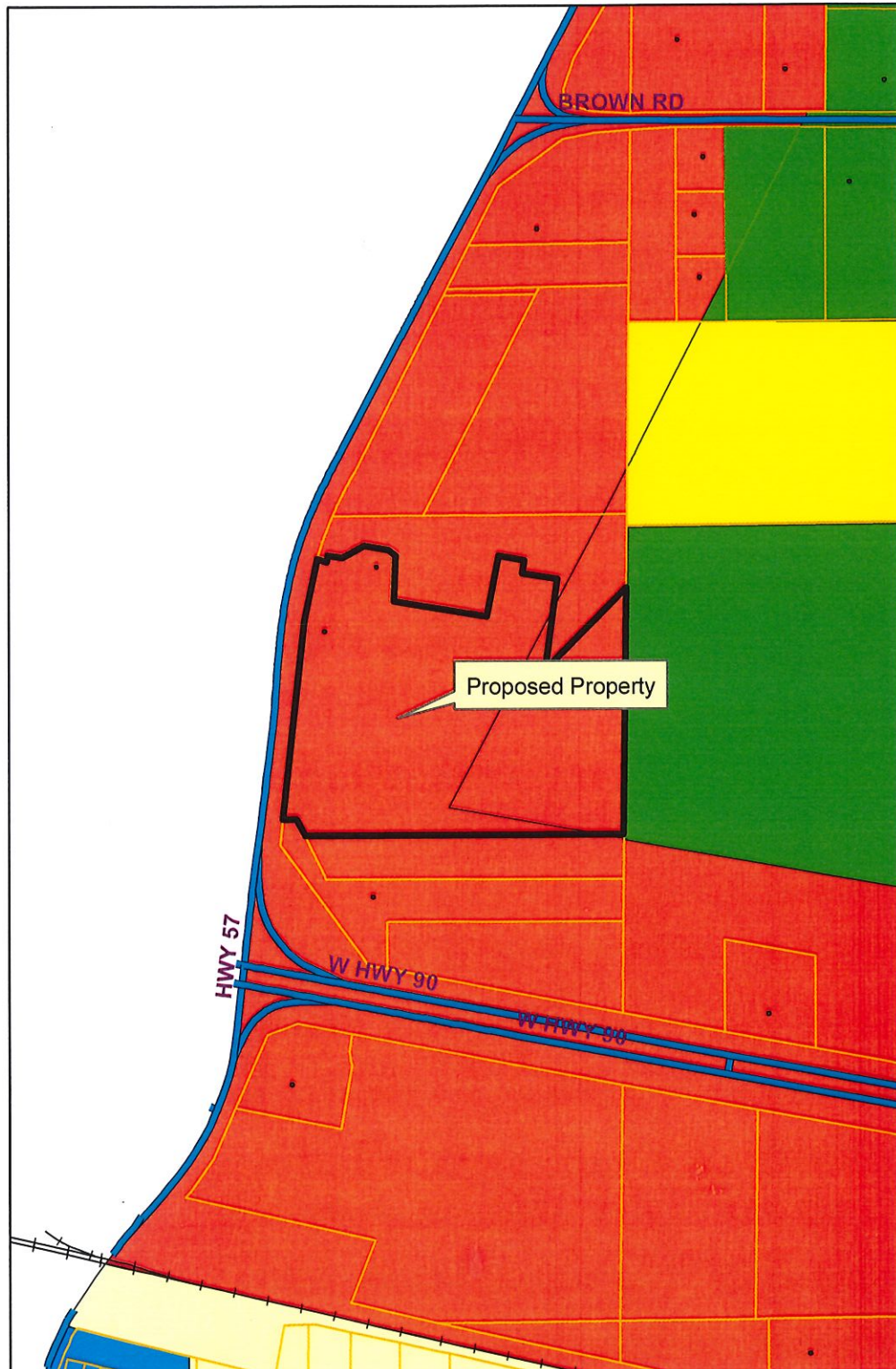


Exhibit C

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

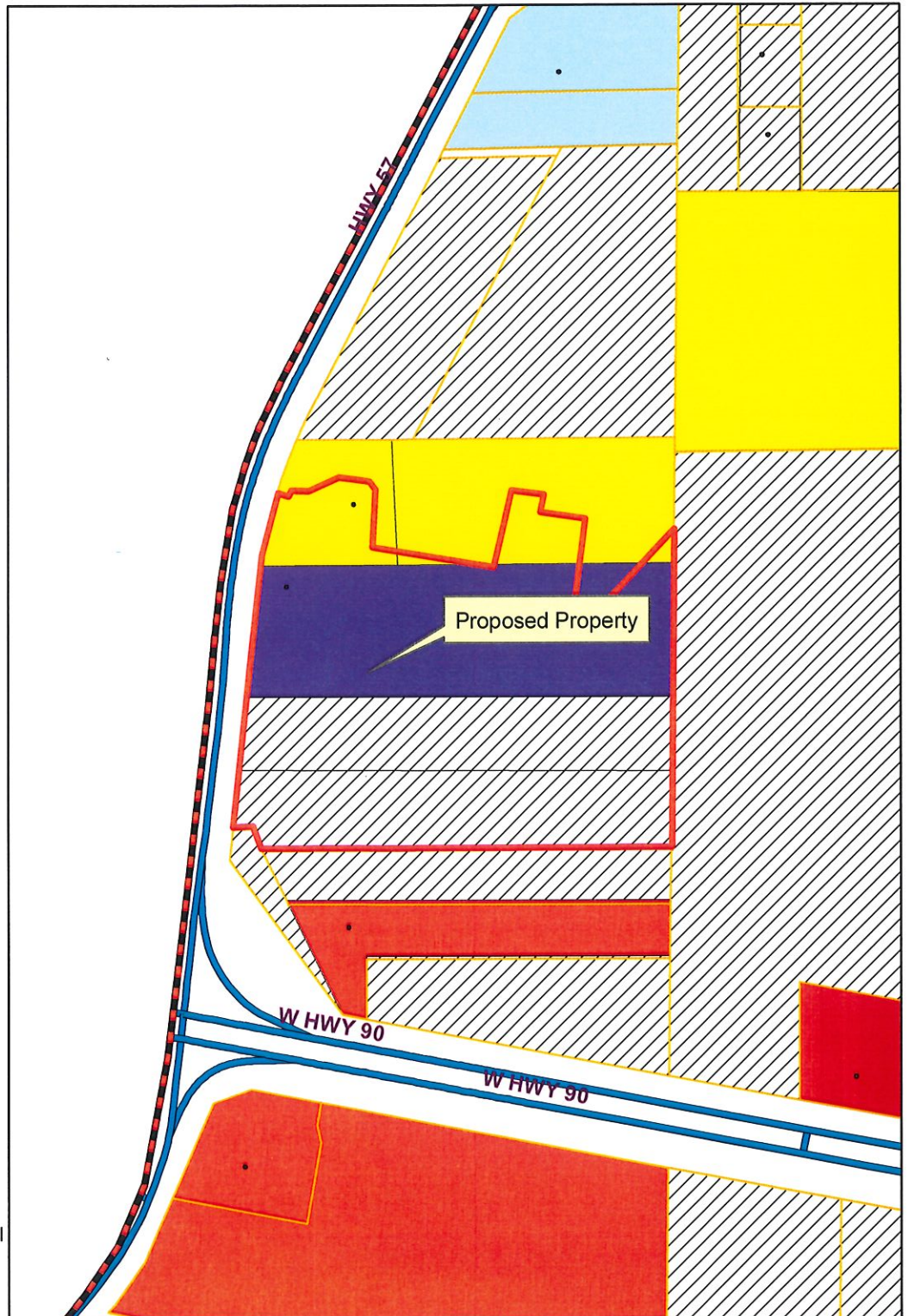


Exhibit D

Future Land-Use

Prepared By:

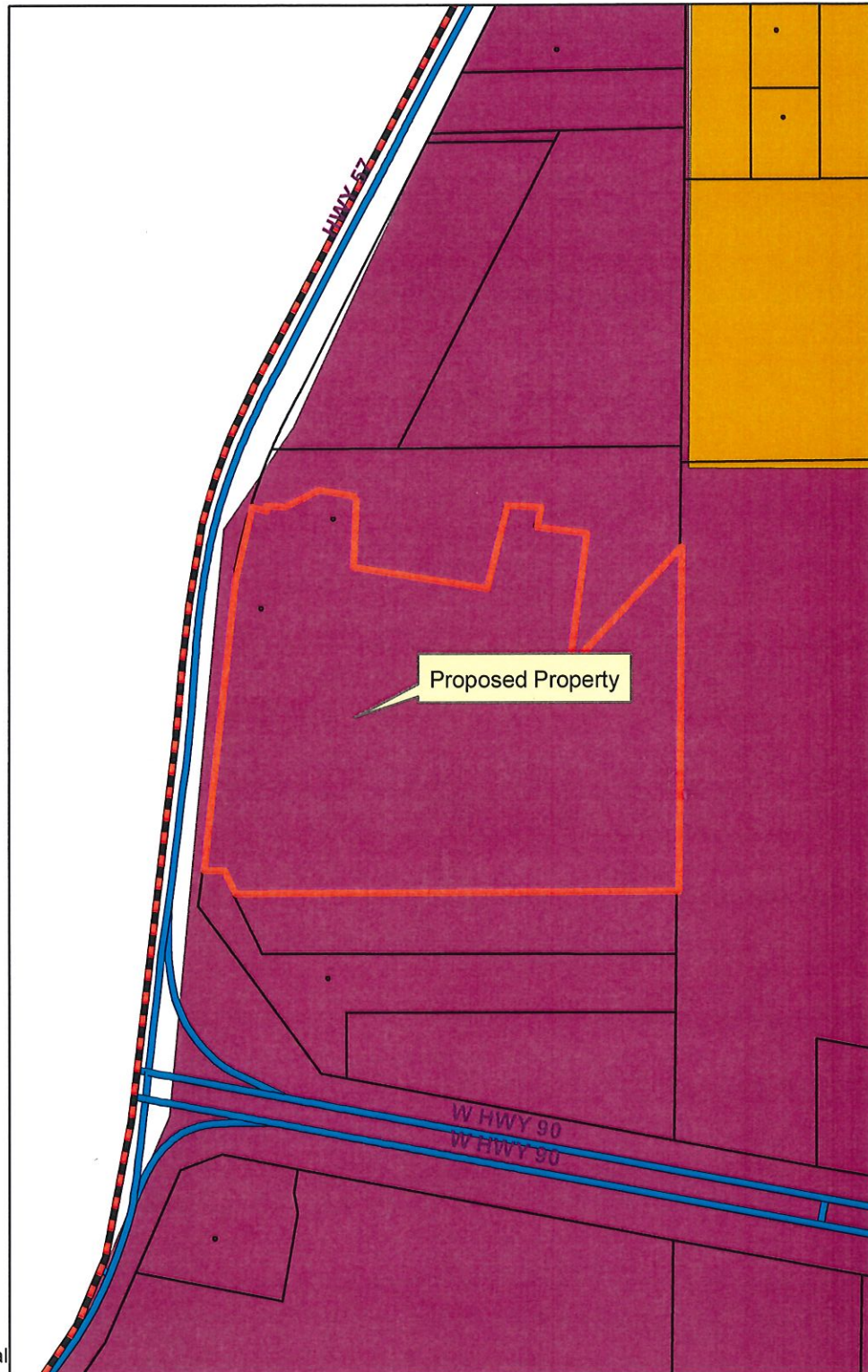
City of Gautier
Planning Department

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:

April 16, 2024
Consideration for a Property Owner initiated
Rezoning of Property from AG Agricultural to PUD
Planned Unit Development (GPC #24-11-RZ)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a Property Owner initiated Rezoning of Property from AG Agricultural to PUD Planned Unit Development (GPC #24-11-RZ) (PID #85298083.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	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 000-2024

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF PROPERTY KNOWN AS CARTER ROAD FROM AN AG AGRICULTURAL TO PUD PLANNED UNIT DEVELOPMENT; GENERALLY DESCRIBED AS PID #85298083.000; 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 April 4, 2024, and the Commission recommended that Council deny the change for a zoning map amendment to adopt the Property to PUD Planned Unit Development.

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID #85298083.000, which is located at Carter Road, Gautier, MS, (is or is not) hereby rezoned PUD Planned Unit Development.

SECTION 3. FINDINGS OF FACT.

The City Council finds that there (was or was not) a mistake in the original zoning and that the property (should or should not) be zoned as a PUD Planned Unit Development.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier (is or is not) hereby amended to include a change of classification from AG Agricultural to PUD Planned Unit Development for the property identified as Jackson County Parcel No. 85298083.000.

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: 04/10/2024
Subject: Consider a request for a Property Owner Initiated Rezoning of Property located on Carter Road, PID #85298083.000, from AG Agricultural to PUD Planned Unit Development. (GPC Case No. 24-11-RZ)

REQUEST:

The Planning Department has received a request from Brandi Bosarge for a Rezoning of property known as PID #85298083.000, Carter Road, from AG Agricultural to PUD Planned Unit Development. The parcel is approximately 4.61 acres. The application fee of \$300 was paid on February 8, 2024. 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: Carter Road, PID #85298083.000. (See Exhibit A)
2. Existing Zoning: AG Agricultural. (See Exhibit B)

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.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

1. *Provide substantial buffers and transitions between areas of different land use and development densities;*

2. *Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*
3. *Counteract urban monotony and congestion on streets;*
4. *Promote architecture that is compatible with the surroundings;*
5. *Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
6. *Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

DATA AND ANALYSIS:

Property requested for Rezoning: PID #85298083.000, Carter Road.

Location: Ward 1

Current Zoning of the Request Property: AG Agricultural

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Low Density Residential. (See Exhibit D)

Surrounding Zoning: AG Agricultural to the North, South, East, and West.

HISTORY:

This property is vacant and currently zoned AG Agricultural.

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:

ATTACHMENTS:

1. Excerpt GPC Meeting 4.4.24 (#24-11-RZ)
2. Complete Packet 24-11-RZ

Excerpt from April 4, 2024, Planning Commission Meeting:

The Planning Department has received a request for a Property Owner Initiated Rezoning of Property located on Carter Road, PID #85298083.000, from AG Agricultural to PUD Planned Unit Development. (GPC Case No. 24-11-RZ)

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

Chairman Jamison asked if the size of the homes should be considered.

Mr. Ankerson advised that this was a request for a Planned Unit Development (PUD) and that the Commission could request any changes to the PUD that they would like to see.

REQUEST:

The Planning Department has received a request from Brandi Bosarge for a Rezoning of property known as PID #85298083.000, Carter Road, from AG Agricultural to PUD Planned Unit Development. The parcel is approximately 4.61 acres. The application fee of \$300 was paid on February 8, 2024. 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: Carter Road, PID #85298083.000. (See Exhibit A)

2. Existing Zoning: AG Agricultural. (See Exhibit B)

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.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

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- C. Counteract urban monotony and congestion on streets;*
- D. Promote architecture that is compatible with the surroundings;*
- E. Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
- F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

DATA AND ANALYSIS:

Property requested for Rezoning: PID #85298083.000, Carter Road.

Location: Ward 1

Current Zoning of the Request Property: AG Agricultural

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Low Density Residential. (See Exhibit D)

Surrounding Zoning: AG Agricultural to the North, South, East, and West.

HISTORY:

This property is vacant and currently zoned AG Agricultural.

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 AG Agricultural to PUD Planned Unit Development; or
2. Recommend that City Council deny the Rezoning.

Chairman Jamison asked the applicant to present her case.

Jason Gibson, the applicant’s engineer, stated that he was present to answer any technical questions about the project they might have for the applicant.

Brandi Bosarge, the applicant, said she wants to do a transition program for foster kids aging out of the program. She said the program was for kids that have had no guidance and have been thrown out with no life skills and nothing to set them up for success. The transition program gives them their own little home. Tiny homes make this affordable to do. They are also taught life skills by taking classes with other places that do the same thing.

Chairman Jamison asked if they would be paying to live there.

Ms. Bosarge said the program was Federally funded. She said she has her 501(c)(3) and that this is a non-profit program. They will pay rent, but she has a program set up to help them.

Mr. Gibson said it is basically a transition program from foster care to their own place to improve their skills to go out into the world.

Chairman Jamison said her concern is that there is a size limit on houses and the Commission had recently denied a request for Ms. Bosarge for the very same reason, being smaller square footage, on this same property.

Mr. Gibson stated that it would all be on one five-acre parcel and that Ms. Bosarge would manage the young adults there. There would be one home for an assistant to help care for the units and young adults. He noted that there was a FEMA cottage across the street that was kind of run-down, and some trailers and woods in the area. He feels that the PUD would improve the value of the property around it.

Chairman Jamison stated that City Council agreed with the Planning Commission on Ms. Bosarge's last request. The city isn't quite ready to address tiny homes.

Ms. Bosarge said that was why they set in motion to do the PUD.

Mr. Gibson said the whole reason to do the PUD was to get around the square footage requirement and to put more units on one property so that Ms. Bosarge could try and do the transitional program.

Chairman Jamison asked if what was presented was exactly what was being put on the property.

Mr. Gibson said they had not designed a particular home for this site yet. They just had a basic layout for it. He also noted they would only be using about half the property and that it would be a very low-density PUD.

Ms. Bosarge said that with this program there were certain things that they could and could not do with the homes to protect the wellbeing of the young adults. The Board members had to approve the buildings.

Chairman Jamison asked Mr. Ankerson if a PUD had certain requirements that would have to be met regarding road type, road materials, etc.

Mr. Ankerson explained that in this case with the PUD being just one parcel it would be a private road, more like a driveway. Since they would not be dividing it into multiple parcels, they would not be asking the city to take over the roads.

Commissioner Hudson asked who would be living in the homes and how many would be living in each unit. He also asked Ms. Bosarge to help him better understand how she would make sure that these youth did not get out of hand. What kind of guidelines would she have.

Ms. Bosarge said there would only be one person per unit. She said that with these programs being Federally funded they must go through DHS supervisors to choose applicants. She said she would be running a tight ship because she has policies, and handbooks she has to go by, and she has to take courses in order to run the program. This program is only for kids that want to better themselves and have no other resources.

Chairman Jamison asked if they were talking about kids or 18-year-olds.

Ms. Bosarge said they would be between 16 and 18 years old, because at 16 some can get emancipated. They have to be in school and there are other requirements they have to meet before they are approved for the program.

Commissioner Hudson asked if there were any assurances that the requirements discussed would be put in place.

Commissioner Ward said there were Federal mandates that she has to meet as far as her 501(c), etc. All the city can say is what can be done with the property.

Commissioner McManus said her concern is still small houses and property values.

Mr. Gibson stated that small houses are a way to make it affordable and they will be more valuable than the FEMA cottage across the street and the trailers next door.

Commissioner Hudson explained that the city had to set a benchmark to go by to keep up the standards of the City of Gautier. He added that the FEMA cottage and the trailers were grandfathered in.

Commissioner McManus corrected a statement from earlier in the meeting regarding the Planning Commission not recommending approval for Ms. Bosarge's previous request for a tiny home at this location. She noted that the Planning Commission did recommend approval.

Ms. Bosarge stated that this was not about tiny homes, it was about changing the lives of kids that have nothing.

Commissioner Ward was concerned that rezoning to a PUD would raise the issue of Spot Zoning because there is nothing similar to a PUD in the surrounding area. He was concerned that a PUD would open the door for multiple things to be put in the area.

Josh Danos, the City Attorney, explained that a PUD was an overlay zoning district and in allowing a PUD for transitional housing from foster care there were questions that had

to be addressed regarding the UDO and rezoning. The questions are: 1) Is there sufficient evidence there is a public need for this, and 2) Has the surrounding area, the area surrounding their property, changed in a sufficient way that will allow rezoning of this property. He didn't think there was a suggestion that there was a mistake in the original zoning.

Commissioner Ward stated that he didn't think there was a mistake in the original zoning.

Chairman Jamison stated that she didn't think anything had changed in the area.

Mr. Gibson said that with all the property around the property in question that has not been developed why would you not change it.

Commissioner Hudson said that even if it didn't get developed the city had to be careful with how it might get developed.

Chairman Jamison said an option might be to build a large home for the young people to live in.

Ms. Bosarge said that was not a transitional program. Living on their own teaches them responsibility, to do things on their own. She also said the State of Mississippi has nothing like what she has proposed. The City of Gautier would be the first.

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

ACTION TAKEN:

Commissioner McManus made a motion to recommend that the City Council deny the rezoning request.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 DeAnna McManus
 Maurice Hudson

NAYS: **Chris Hoover**

ABSENT: **William Davis**
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 4, 2024

GPC #24-11-RZ

Brandi Bosarge

Carter Road

PID #85298083.000

VII. NEW BUSINESS

5. Consider a request for a Property Owner Initiated Rezoning of Property located on Carter Road, PID #85298083.000, from AG Agricultural to PUD Planned Unit Development. (GPC Case No. 24-11-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 27, 2024

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located on Carter Road, PID #85298083.000, from AG Agricultural to PUD Planned Unit Development. (GPC Case No. 24-11-RZ)

REQUEST:

The Planning Department has received a request from Brandi Bosarge for a Rezoning of property known as PID #85298083.000, Carter Road, from AG Agricultural to PUD Planned Unit Development. The parcel is approximately 4.61 acres. The application fee of \$300 was paid on February 8, 2024. 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: Carter Road, PID #85298083.000. (See Exhibit A)
2. Existing Zoning: AG Agricultural. (See Exhibit B)

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.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

- A. Provide substantial buffers and transitions between areas of different land use and development densities;*
- B. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*
- C. Counteract urban monotony and congestion on streets;*
- D. Promote architecture that is compatible with the surroundings;*
- E. Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
- F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

DATA AND ANALYSIS:

Property requested for Rezoning: PID #85298083.000, Carter Road.

Location: Ward 1

Current Zoning of the Request Property: AG Agricultural

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Low Density Residential. (See Exhibit D)

Surrounding Zoning: AG Agricultural to the North, South, East, and West.

HISTORY:

This property is vacant and currently zoned AG Agricultural.

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 AG Agricultural to PUD Planned Unit Development; 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

24-11-RZ

PUD

TO 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: Brandi Bisarge

Name of Business: Transition Blvd. Phone: 228 261 1559

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

E-Mail Address: Brandi2485@gmail.com

Reason for request, location and intended use of Property: PUD (from AG)

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.
- ☐ 3. Copy of protective covenants or deed restrictions, if any.
- ☐ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ☐ 5. Any other information requested by the Planning Director.

Signature of Applicant: Brandi Bisarge Date of Application: 01/05/24

FOR OFFICE USE ONLY

Date Received 2-8-24 Verify as Complete ScottFee Amount Received 301.00 Initials of Employee Receiving Application Bake

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202320462 BK:2141 PG:829-830
10/18/2023 08:41:00 AM 2 PGS
JSMALL,DC Rpt#23487



202320462 2 PGS

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 Fountainblau 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 16th 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 H. [Signature]
NOTARY PUBLIC

My commission expires: 5-7-2027

Project Narrative

The overall objective of the proposed planned unit development (PUD) is to develop Transition Blvd, a tiny home community consisting of 12 tiny homes and 1 office. It will develop 2.5 acres out of 4.6 acres of agriculture land.

The proposed PUD will provide safe, secure, and structured housing to youth transitioning out of foster care with a one-way entrance and exit road ensuring low traffic flow. We are asking to re-zone the property to a PUD to give us the flexibility to provide multiple tiny homes and enhance the city of Gautier and current district while creating uniformity in the building look. Public water and sewer utilities are available to service the property. Additionally, all dwellings will be engineered.

The PUD designation will allow us to develop the proposed tiny homes while creating pedestrian walkways, open spaces, and new landscaping, and improved traffic movements throughout the site. This will create a safe, private community for the youth, as well as providing enough space so that there is no inference of the livelihoods of the existing neighbors.

Land Ownership: The PUD consists of one landowner (BRANDI BOSARGE) of LOT 64 FOUNTAINEBLEAU ACRES (E1/2 SW1/4 SW/4 SE1/4) DB 1934-612(107 MAP774.17). The landowner for 0 Carter Rd. is the applicant for this project.

Phasing & Timeline:

The proposed PUD will develop in multiple phases.

Phase 1 Will be the residence and home of the CEO and Dean of Transition Blvd. Sitting on 0.5 acres. The structure will consist of a 40ft high cubed container. The total living space will consist of 320 square ft. with an open front porch of 40ft x 10ft with a roof over both the dwelling and front porch providing an aesthetically, modern curb appeal to the build and district. The residence will provide a driveway to the existing street. Landscaping and an open light living space add value to the overall development and serves as the entrance and forefront of Transition Blvd., as well as adding ad valorem revenue to the district and existing properties.

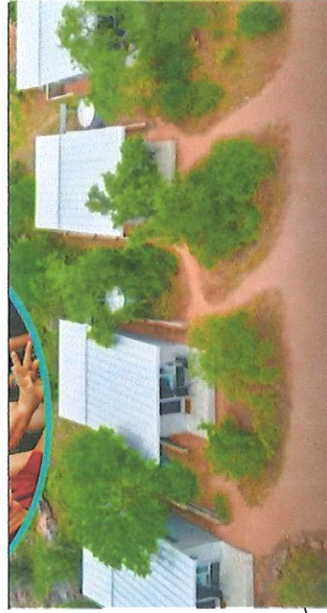
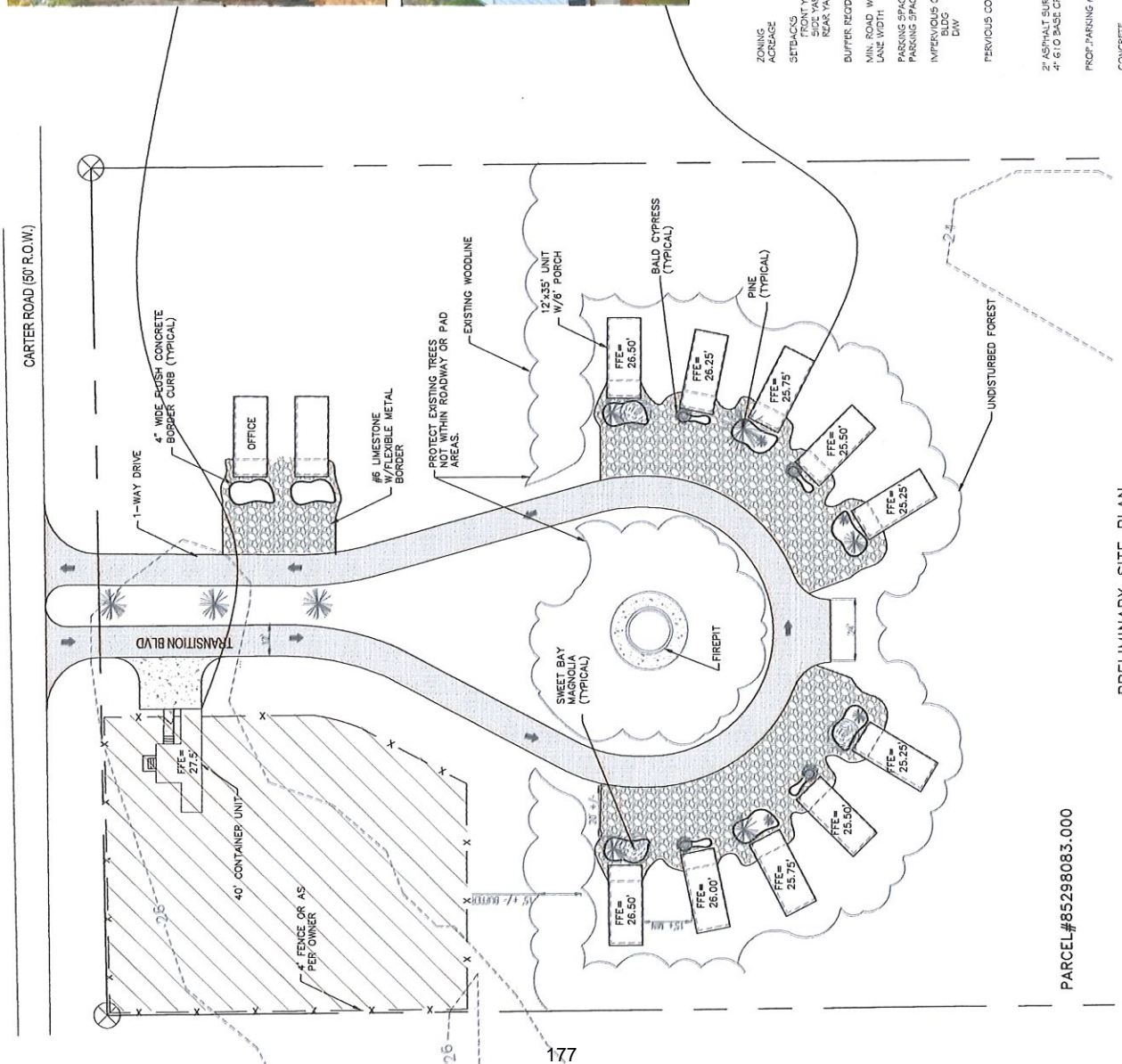
Projected Timeline of Phases

Phase 1- 6 months beginning March 1st, 2024.

Phase 2 – 1.5 years beginning September 1st, 2024.

All dates pending upon grant approval.

See Preliminary Site Plan for further reference.



SIMILAR BUILDS
SCALE: N/A

SITE INFORMATION

ZONING	AG	4.61 AC
ACREAGE		
SETBACKS		
FRONT YARD	50 FT	
SIDE YARD	20 FT	
REAR YARD	25 FT	
BUFFER REQD	0 FT	
MIN. ROAD WIDTH	24 FT	
LANE WIDTH	12 FT	
PARKING SPACES REQD	14 EA	
PARKING SPACES PROVIDED	24 EA	
IMPERVIOUS COVER	5%	
IMPERVIOUS COVER	0.5%	
PERVIOUS COVER	5%	
PERVIOUS COVER	0.5%	

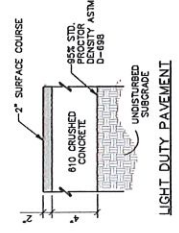
SITE LEGEND

- 2" ASPHALT SURFACE COURSE &
- 4" 6" BASE CRUSHED CONCRETE
- PROP. PARKING #6 LIMESTONE
- CONCRETE

PHASING PLAN

- 1ST PHASE
- 2ND PHASE

ASPHALT PAVEMENT DETAILS
N.T.S.



PARCEL#85298083.000

PRELIMINARY SITE PLAN
SCALE: 1"=40'

Sheet
C1

Project #
07-206

ACAD

1979 DAYSIDE DR.
BLOOMINGTON, IN 47404
C: 228-437-7533

Project Name
BRANDI BOSARGE
0 CARTER RD.
OFFICE ADDRESS: 110 ZOEY

Sheet Title

TRANSITION BOULEVARD
PRELIMINARY SITE PLAN

Author	
Drawn	AC
Checked	AC
Approved	AC
Date	10/12/20

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

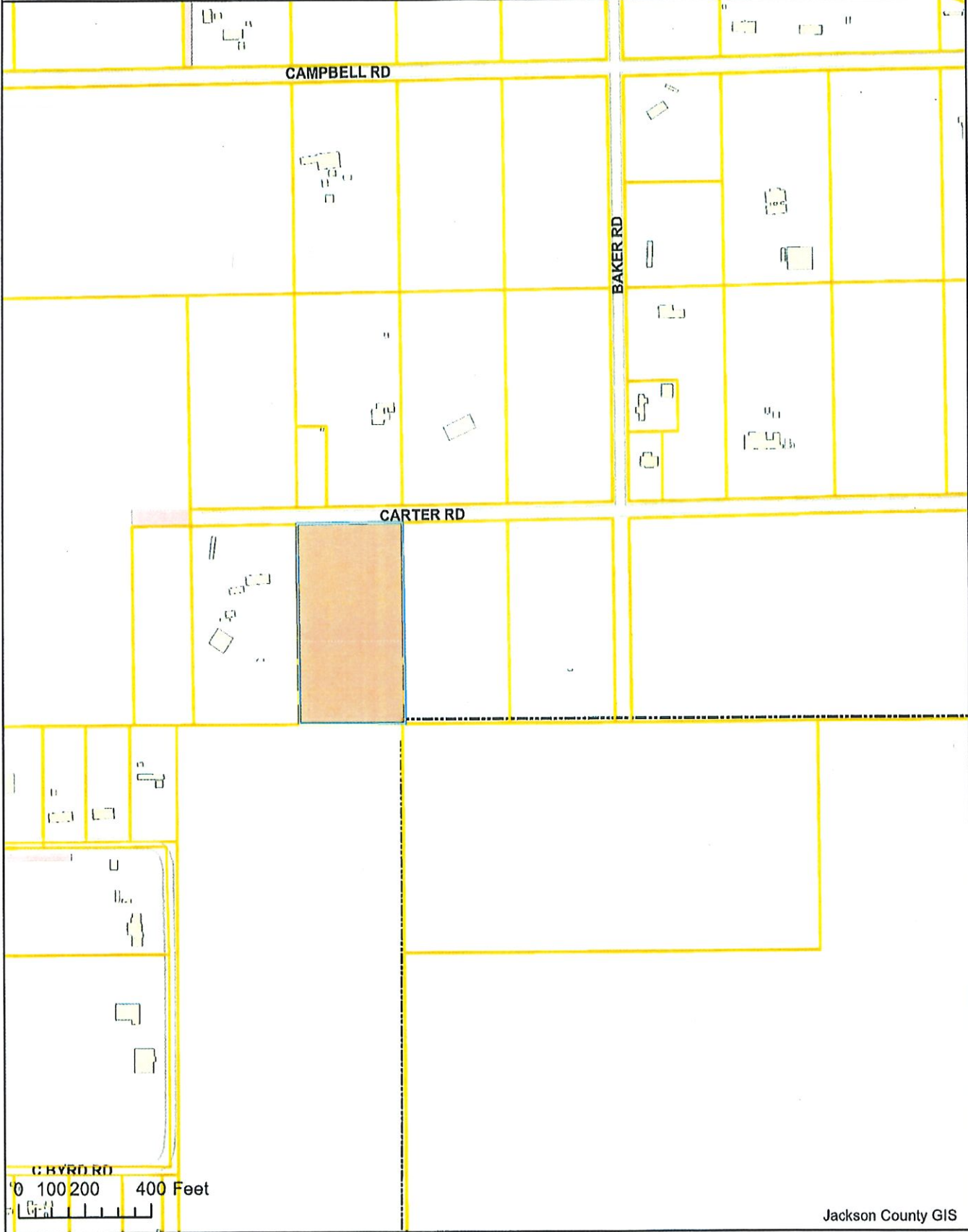
Year Built: 0

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

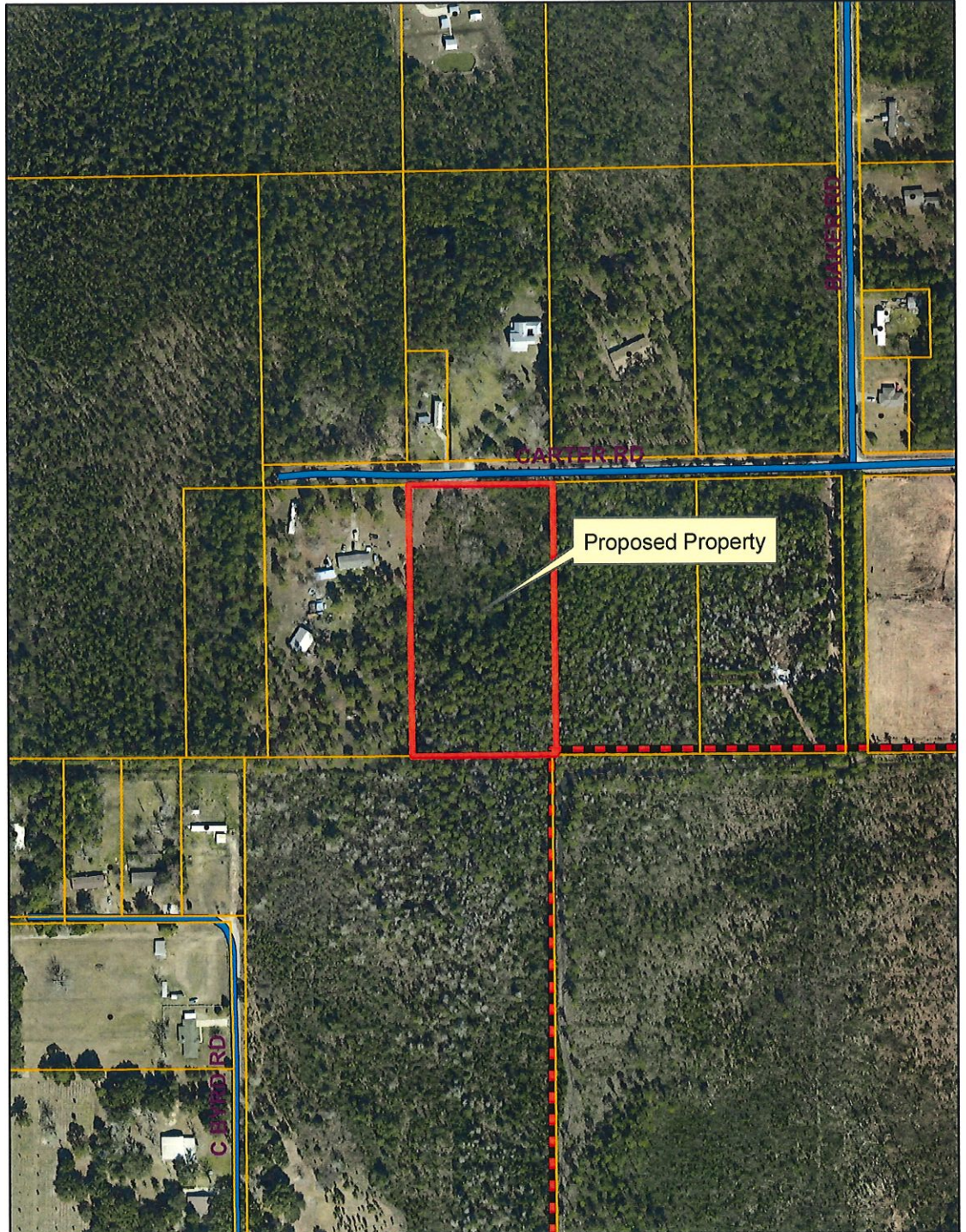


Exhibit B

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

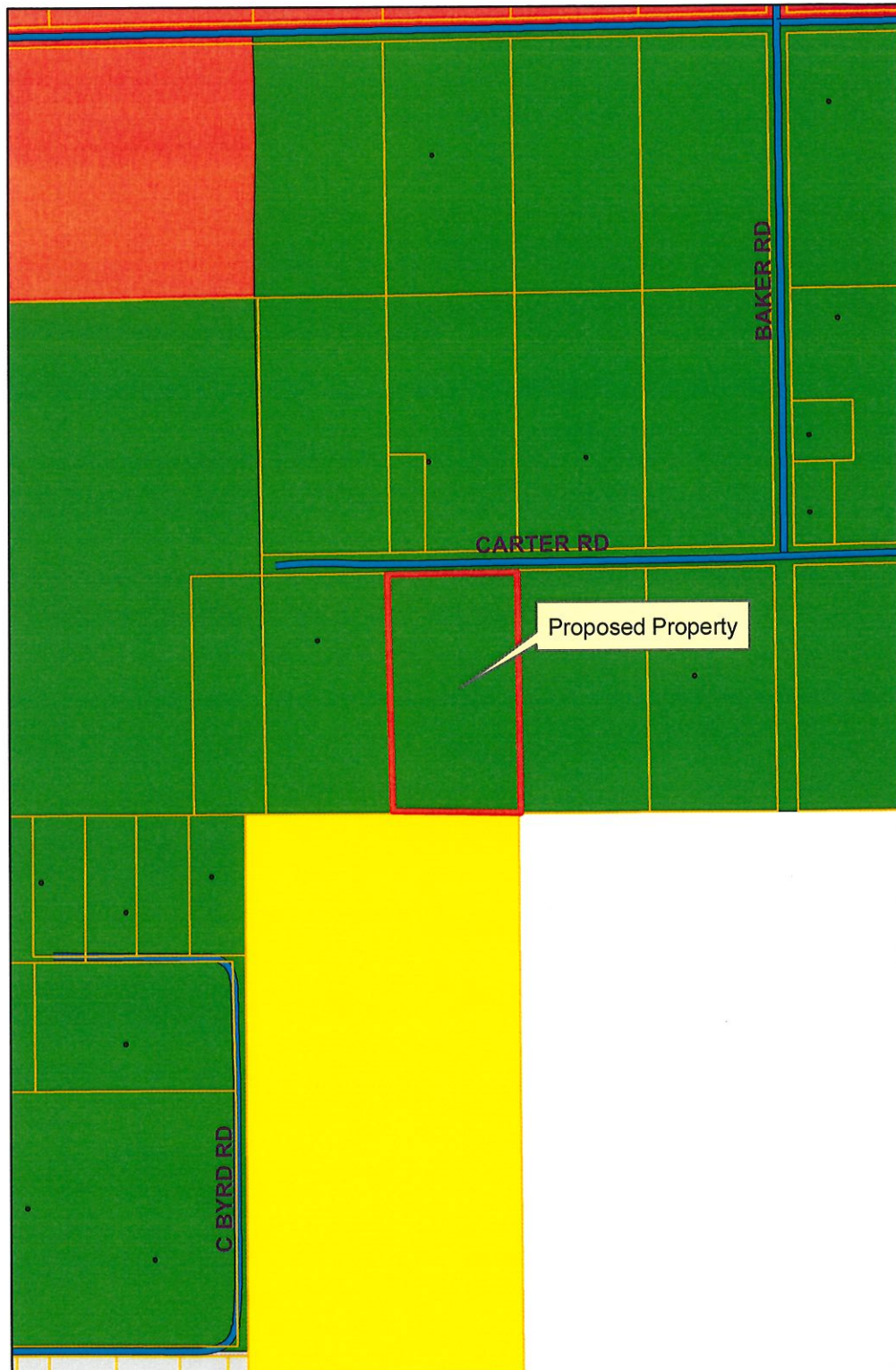


Exhibit C

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

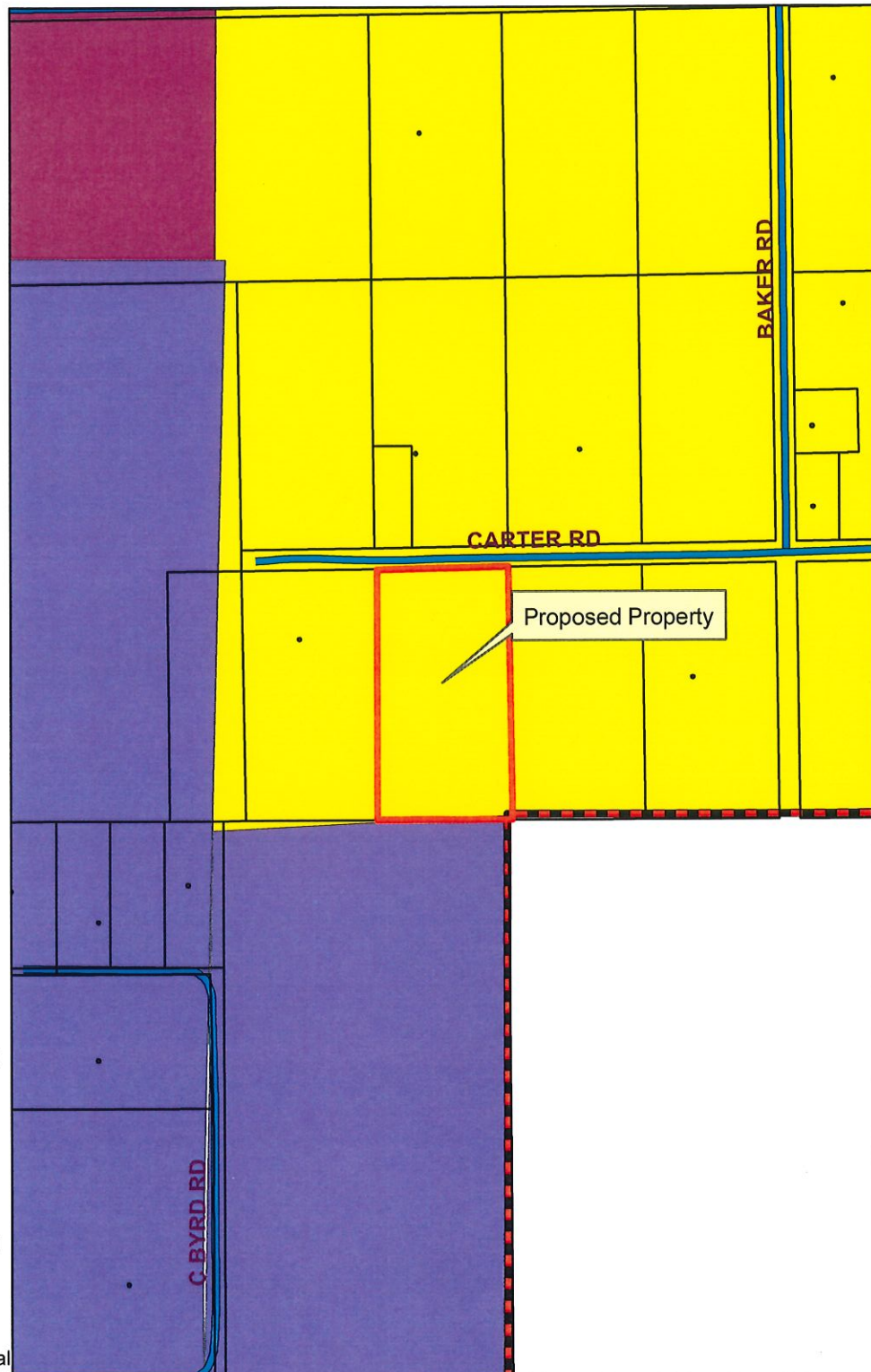
Prepared By:
City of Gautier
Planning Department

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 #7
Fact Sheet**

Council Meeting:
Title:

April 16, 2024
Resolution accepting the offer of the Mississippi Department of Transportation (MDOT) to purchase certain real property from the City of Gautier for the US 90 from SR 609 to Dolphin Drive Right-of-Way

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Resolution accepting the offer of the Mississippi Department of Transportation (MDOT) to purchase certain real property from the City of Gautier for the US 90 from SR 609 to Dolphin Drive Right-of-Way

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:

RESOLUTION ACCEPTING THE OFFER OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION TO PURCHASE CERTAIN REAL PROPERTY FROM THE CITY OF GAUTIER FOR THE US 90 FROM SR 609 TO DOLPHIN DRIVE RIGHT-OF-WAY

RESOLUTION NUMBER 000-2024

There came on for consideration an offer from the Mississippi Department of Transportation to purchase certain real property from the City of Gautier, Mississippi for US 90 from SR 609 to Dolphin Drive consisting of approximately 0.12 acres as hereinafter described for a total purchase price of \$51,080 which is hereby found by the City to be fair market and appraised value of the property, and upon Motion of

Councilman _____, seconded by Councilman _____, it was resolved that the City of Gautier, Mississippi accept the offer of the Mississippi Department of Transportation for the stated purchase price of the land, and the City of Gautier shall convey said property to the Mississippi Department of Transportation and, the City Manager shall be authorized on behalf of the City of Gautier to execute all documents necessary to accomplish the aforesaid conveyances to the Mississippi Department of Transportation.

UPON MOTION, the aforesaid Resolution was passed and adopted with the Mayor and Council Members voting as follows:

Casey Vaughan Voted: _____

Adam Colledge Voted: _____

Cameron George Voted: _____

Richard Jackson Voted: _____

Gordon T. Gollott Voted: _____

Rusty Anderson Voted: _____

Dante Elbin

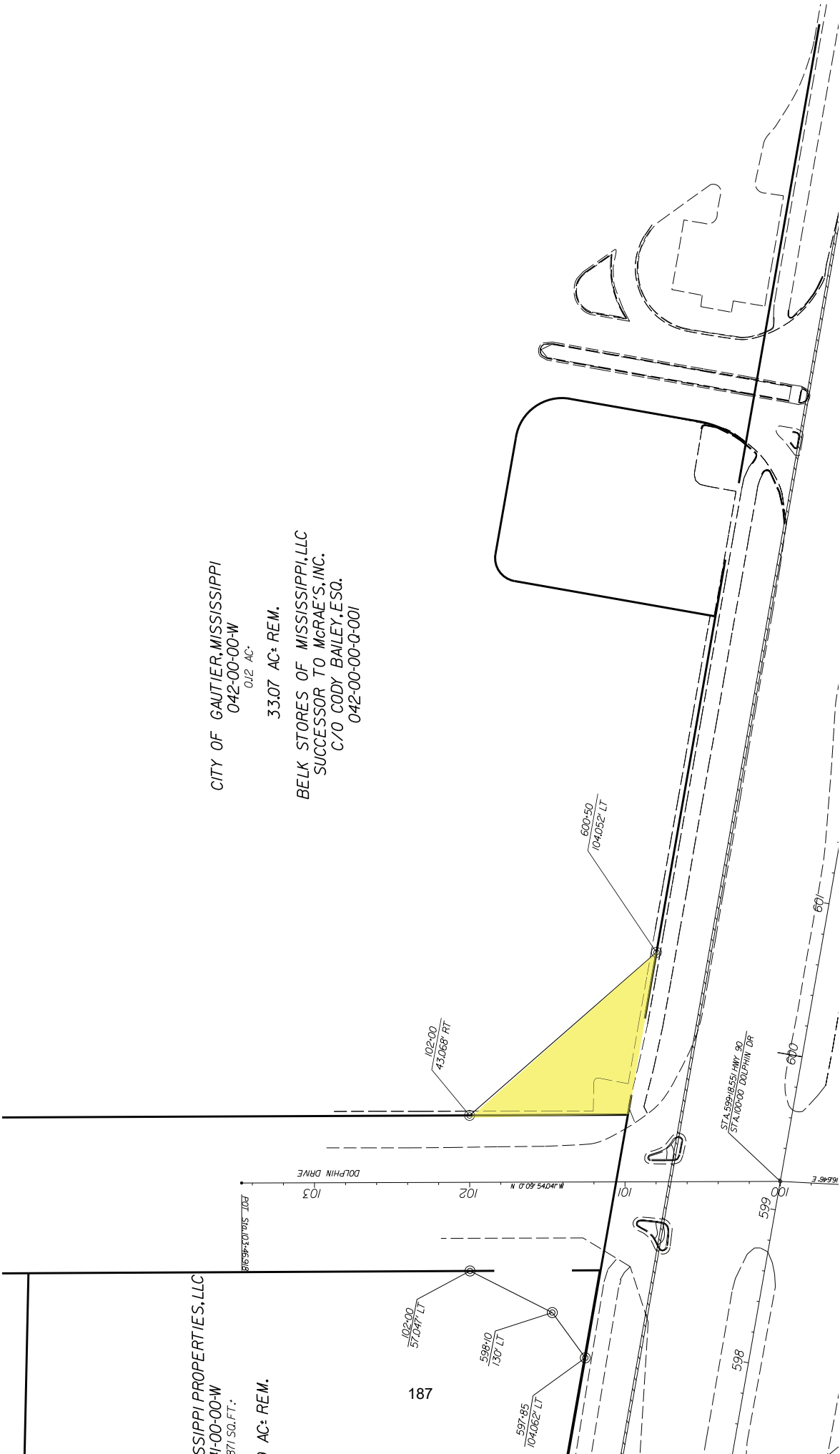
Voted: _____

APPROVED AND ADOPTED, this the _____ day of _____, A.D.,
2024 at the Regular Meeting of the Mayor and City Council of the City of Gautier,
Mississippi.

Casey Vaughan, Mayor
City of Gautier, Mississippi

Paula Yancey, City Manager
City of Gautier, Mississippi

(SEAL)



CITY OF GAUTIER, MISSISSIPPI
042-00-00-W
0.12 AC

33.07 AC± REM.

BELK STORES OF MISSISSIPPI, LLC
SUCCESSOR TO McRAE'S, INC.
C/O CODY BAILEY, ESQ.
042-00-00-Q-001

MISSISSIPPI PROPERTIES, LLC
14-00-00-W
371 SQ. FT.

AC± REM.

Grantee, prepared by and return to:	Grantor Address:
<u>Mississippi Transportation Commission c/o</u>	<u>City of Gautier, MS</u>
<u>Mississippi Department of Transportation</u>	<u>3330 Highway 90</u>
<u>Right of Way Division (Title Section)</u>	<u>Gautier, MS 39553</u>
<u>P. O. Box 1850</u>	
<u>Jackson, Mississippi 39215-1850</u>	Phone: 228-497-8000
Phone: 601-359-7512	Business No.

WARRANTY DEED

INDEXING INSTRUCTIONS:

The U. S. Government Lot 3 of Section 35,
Township 7 South, Range 7 West, Jackson
County, Mississippi.

APPROVED

By SMD & APPROVED at 2:13 pm, Jul 10, 2023

THE STATE OF MISSISSIPPI

County of Jackson

For and in consideration of Fifty One Thousand Eighty and no/100 -----

----- /100

Dollars (\$ 51,080.00) the receipt and sufficiency of which is

hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Mississippi Transportation Commission the following described land:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (2011), grid values, U. S. Survey feet, using a scale factor of **0.99995323** and a grid to geodetic convergence angle of **(+) 00 degrees 05 minutes 06.66 seconds** developed at the below described commencing point used for Project Number **106325/201000**. It is the intent of this description to convey that portion of the grantors property that lies with the proposed right-of-way as defined by said project:

Commence at the corner common to Sections 26, 27, 34 and 35, Township 7 South, Range 7 West, Jackson County, Mississippi, said corner locally represented by a recovered Five-Eighths Inch (5/8") iron rebar and is defined by state plane coordinates of **N 327,081.066** and **E 1,037,321.094** of the above referenced system, thence run South 41 Degrees 51 Minutes 46 Seconds East a distance of 2955.37 feet to a point on the proposed northern right of way line of U. S. Highway No. 90, said point being 104.05 feet northerly and measured perpendicular from, the centerline of U. S. Highway No. 90 at Station 600+50, said point also being on the present northern right of way line of U. S. Highway No. 90 as shown on the right of way acquisition map for project number 106325/201000, and being defined by state plane coordinates of N 324880.069 and E 1039293.361 of the above referenced system and hereinafter referred to as the POINT OF BEGINNING:

Run thence North 80 Degrees 02 Minutes 36 Seconds West along said present northern right of way line a distance of 106.13 feet to a western line of grantor's property, said point also being on the present eastern right of way line of Dolphin Drive;

Run thence North 00 Degrees 14 Minutes 46 Seconds West along said present eastern right of way line a distance of 102.01 feet to a point on the present eastern right of way line of a local road, said point being 43.07 feet easterly and measured perpendicular from, the centerline of Dolphin Drive at Station 102+00, said point also being on the proposed northern right of way line of U. S. Highway No. 90 as shown on the right of way acquisition map for said project;

Run thence South 41 Degrees 05 Minutes 29 Seconds East along said proposed northern right of way line a distance of 159.70 feet to the POINT OF BEGINNING.

The above described parcel of land contains **0.12 acres**, more or less, and is situated in, and is a part the U. S. Government Lot 3 of Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

The grantor herein further warrants that the above described property is no part of his/her homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness (my) (our) signature this the ____ day of _____ A.D. 20 ____
City of Gautier, MS

By:

Signature/Date: _____

Print Name: Paula Yancey

Title: City Manager

Signature/Date: _____

Print Name: _____

Signature/Date: _____

Print Name: _____

Signature/Date: _____

Print Name: _____

Signature/Date: _____

Print Name: _____

Signature/Date: _____

Print Name: _____

Signature/Date: _____

Print Name: _____

Signature/Date: _____

Print Name: _____

In the case of persons acting in representative capacities:

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2023, within my jurisdiction, the within named Paula Yancey, who acknowledged that she is City Manager of the City of Gautier, Mississippi, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

_____ (NOTARY PUBLIC)

(SEAL)

My commission expires: _____



710 Homochitto Campout Road SE
Meadville, MS 39653
Phone: (601) 532-7159
E-Mail: cliff@ridge-point.com

ROW-205

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

(Rev. 2-94)

FAIR MARKET VALUE OFFER

NAME: <u>City of Gautier, MS</u>	DATE: <u>October 19, 2023</u>
ADDRESS: <u>3330 Highway 90</u> <u>Gautier, MS 39553</u>	PROJECT: <u>106325-201000</u>
	COUNTY: <u>Jackson</u>
	R.O.W. PARCEL(S) <u>042-00-00-W</u>

It is necessary that the Mississippi Transportation Commission acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/waiver valuation in the amount of **\$51,080.00**.

☒ Appraisal. ☐ Waiver Valuation. This Waiver Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

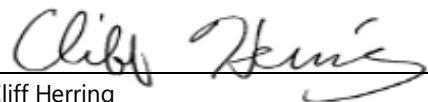
The real property improvements being acquired are: 0.120 acre or 5,227 square feet of land, 4,350 SF of asphalt paving, 877 of landscaping sod and 220 SF of concrete curb and gutter.

The following real property and improvements are being acquired but not owned by you: _____
N/A

Separately held interest in the real property are valued at \$ N/A. These interests are not included in the above fair market value offer.

Land Value: (5,227 SF)	\$ <u>33,980.00</u>
Improvements: (Asphalt Paving- \$13,100, Landscaping Sod - \$1,800 and Concrete Curb and Gutter - \$2,200)	\$ <u>17,100.00</u>
Damages:	\$ <u>0.00</u>
Total Fair Market Value Offer:	\$ <u>51,080.00</u>

NOTE: All interests must be acquired by MDOT before any payment will be made.


Cliff Herring
Right of Way Agent
Mississippi Department of Transportation

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

Date: October 19, 2023

Subject: Real estate taxes on land acquired by MDOT

Dear Property Owner:

Please note that Sections 27-35-1 and 27-35-3 of the Mississippi Code of 1972 provide that state and county taxes levied upon land constitute a lien as of January 1st of each year. Therefore, the taxes which are due for the entire year represent a lien on the property. You as landowner are required to pay the taxes on the property.

However, you may be eligible to receive a pro-rated reimbursement for real estate taxes on land you are selling to the Mississippi Department of Transportation for the current year. Two requirements must be met in order for you to receive a pro-rated tax reimbursement: the property that the MDOT is acquiring from you must have a land and improvement value of \$10,000.00 or more, and the amount of the pro-rated taxes on the acquisition property from the date the deed is signed for the remainder of the current year equals \$50.00 or more. If both of these requirements are met, then the MDOT will mail a check to you for the pro-rated amount after your deed is filed. If you have any questions, please contact us at:

Mailing address:
Mississippi Department of Transportation
Attention: 84-01
P.O. Box 1850
Jackson MS. 39215-1850
(601) 359-7512

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



710 Homochitto Campout Road SE
Meadville, MS 39653
Phone: (601) 532-7159
E-Mail: cliff@ridge-point.com

October 19, 2023

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

RE: City of Gautier, MS
Parcel No: 042-00-00-W
Project: 106325/201000
County: Jackson

Dear Ms. Yancey:

Please follow the directions below when signing the Warranty Deed, W-9 form, and city resolution.

- 1.) Please sign your initials on pages 1 through 3 of the MDOT Warranty Deed.
- 2.) Please sign Page 4 of the MDOT Warranty Deed where indicated.
- 3.) Please have a notary public notarize the signatures using the attached notary page.
- 4.) Please have the appropriate individual sign and complete the W-9 form and please write the employer identification number for City of Gautier, MS in the appropriate place.
- 5.) Please complete and sign the city resolution or please provide an existing resolution that shows the individuals that sign the MDOT Warranty Deed have the authority to do so.
- 6.) Please mail the signed instruments back to our office using the enclosed envelope.

If you have any questions, please do not hesitate to contact me any time that is convenient for you at (601) 384-7659.

Sincerely,

A handwritten signature in black ink that reads 'Cliff Herring'.

Cliff Herring

CH/cms

**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting: April 16, 2024
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 000-2024

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 April 16, 2024.

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	241742	04/16/2024	04/03/2024			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6833698	03/20/2024			113.14
	001-161-698	ADMIN FEE		INV6833698	03/20/2024			8.00
001	C SPIRE WIRELESS	241743	04/16/2024	04/03/2024			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-34	04/01/2024			270.00
001	ACE DATA STORAGE INC	241744	04/16/2024	04/03/2024			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2024 SHREDDING SERVICE		0097928	04/01/2024			105.00
001	SPORTSCONDUCTOR LLC DBA JARVIS	241745	04/16/2024	04/03/2024			55.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	2024 BASKETBALL (7)		6046	04/01/2024			27.65
	001-170-503	2024 BASEBALL (6)		6046	04/01/2024			23.70
	001-170-503	2024 SOFTBALL (1)		6046	04/01/2024			3.95
001	MS DEPT OF FINANCE & ADMIN	241746	04/16/2024	04/03/2024			16,315.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	MAR 2024 COURT ASSESSMENTS		03312024	04/01/2024			16,315.95
001	MS DEPT OF PUBLIC SAFETY	241747	04/16/2024	04/03/2024			1,210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	MAR 2024 SPECIAL ASSESSMENTS		03312024	04/01/2024			1,210.00
001	MS DEPT OF PUBLIC SAFETY	241748	04/16/2024	04/03/2024			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	MAR 2024 INTERLOCK FEES		03312024	04/01/2024			50.00
001	SPARKLIGHT	241749	04/16/2024	04/03/2024			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2024: SFD 122025091		03232024	03/23/2024			85.46
001	SPARKLIGHT	241750	04/16/2024	04/03/2024			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	APR 2024:NFD 122024383		03232024	03/23/2023			85.46
001	SPARKLIGHT	241751	04/16/2024	04/03/2024			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	MAR 2024:CFD 122024086		03232024	03/23/2024			95.41
001	SPARKLIGHT	241752	04/16/2024	04/03/2024			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	APR 2024:BACOT #135939403		03232024	03/23/2024			230.88

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	241757	04/16/2024	04/03/2024			586.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		03192024	03/26/2024			176.04
	001-170-631	BACOT SPLASHPAD 103751001		03192024	03/26/2024			30.54
	001-170-631	BACOT UPGRADES 113730001		03192024	03/26/2024			51.81
	001-170-631	BACOT 114484001		03192024	03/26/2024			327.65
001	SINGING RIVER ELECTRIC COOPERATIVE	241758	04/16/2024	04/03/2024			2,125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		03182024	03/25/2024			1,350.28
	001-201-629	SIGNAL LIGHTS 89113001		03182024	03/25/2024			67.03
	001-170-631	CITY PARK RSTRMS 89912001		03182024	03/25/2024			380.68
	001-201-633	STREET LIGHTS 90345002		03182024	03/25/2024			199.44
	001-092-631	RECORDS BLDG 90790001		03182024	03/25/2024			77.19
	001-170-631	FRAZIER RSTRMS 98546001		03182024	03/25/2024			50.38
001	SINGING RIVER ELECTRIC COOPERATIVE	241759	04/16/2024	04/03/2024			125.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		03182024	03/25/2024			92.75
	001-170-631	FITNESS TRAIL 109268001		03182024	03/25/2024			32.47
001	SINGING RIVER ELECTRIC COOPERATIVE	241760	04/16/2024	04/03/2024			847.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		03182024	03/25/2024			56.18
	001-201-633	DOLPHIN ST 94988002		03182024	03/25/2024			62.19
	001-201-633	DOLPHIN ST 94989002		03182024	03/25/2024			79.17
	001-201-633	DOLPHIN ST 94990002		03182024	03/25/2024			649.76
001	SINGING RIVER ELECTRIC COOPERATIVE	241761	04/16/2024	04/03/2024			609.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDAABOUT 12311004		03182024	03/25/2024			30.00
	001-201-633	WM PAYNE 100245001		03182024	03/25/2024			67.46
	001-170-631	BACOT LIGHTS 10137		03182024	03/25/2024			294.26
	001-201-629	SIGNAL LIGHTS 10138		03182024	03/25/2024			127.41
	001-170-631	SRM PW BOX 8 104459007		03182024	03/25/2024			30.00
	001-170-631	DOLPHIN PW BOX 6 110759006		03182024	03/25/2024			30.00
	001-170-631	SRM VENUE 104312012		03182024	03/25/2024			30.00
001	SINGING RIVER ELECTRIC COOPERATIVE	241762	04/16/2024	04/03/2024			43.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	BELK SIGN 97127001		03182024	03/25/2024			43.54
001	AUTOZONE INC	241772	04/16/2024	04/05/2024			69.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	16PC DUROLAST RATCHET SET		4907558921	03/18/2024			69.99
001	STEINER SAW & MOWER	241773	04/16/2024	04/05/2024			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	NHC HEAD(5); LINE: WEEDEATER		882260	03/07/2024			180.00

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	46 ENTERTAINMENT INC	241775	04/16/2024	04/05/2024			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		2243	04/05/2024			6,500.00
001	BORDIS & DANOS PLLC	241776	04/16/2024	04/05/2024			11,472.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	FEB 2024 RETAINER		130	04/01/2024			11,250.00
	001-060-602	LITIGATION: GULF BREEZE CONS		130	04/01/2024			222.00
001	ACE CONTRACTORS INC	241777	04/16/2024	04/05/2024			4,125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	LIFT RENTAL: LIGHT REPRS		1790	04/03/2024			2,575.00
	001-170-698	LABOR: BASEBALL FLD LT REPRS		1790	04/03/2024			1,550.00
001	OCCUPATIONAL HEALTH CENTER INC	241778	04/16/2024	04/05/2024			145.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	COC DRUG SCRIN: STONEWALL		356583	04/02/2024			70.00
	001-100-604	PRE EMP PHYSICAL: STONEWALL		356583	04/02/2024			75.00
001	DIRECTV LLC	241779	04/16/2024	04/05/2024			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (MAY)		X240414	04/14/2024			180.00
001	RELX INC DBA LEXISNEXIS	241780	04/16/2024	04/05/2024			127.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2024 4254VNBSY		3095045365	03/31/2024			127.30
001	MEMA MITIGATION	241781	04/16/2024	04/05/2024			364.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	COST SHARE: DIST 9 REG PLAN		REG9-005	04/01/2024			364.00
001	PITNEY BOWES INC	241782	04/16/2024	04/05/2024			285.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	RED INK CART (2)		1025053338	03/25/2024			285.58
001	M & E FEED & SEED	241783	04/16/2024	04/05/2024			47.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		747916	02/22/2024			47.50
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	241785	04/16/2024	04/05/2024			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	MEDS & TESTING: TESS		247825	04/05/2024			210.00
001	H2O INNOVATION OPERATION & MAINTENANCE	241790	04/16/2024	04/05/2024			31,832.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-672	MAR 2024 MAINT OPS		2024-03	03/31/2024			31,832.51

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	241791	04/16/2024	04/05/2024			98.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1132459	04/01/2024			98.96
001	LOWES HOME CENTERS INC	241792	04/16/2024	04/05/2024			476.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-635	3 WIRE PLUG; OUTLET (2)		901936	02/27/2024			40.14
	001-161-635	2' X 2' CEILING TILE 16CT		901174	03/04/2024			46.07
	001-205-559	2" FOAM BRUSH (2)		901174	03/04/2024			4.65
	001-205-559	50' NEVER KINK HOSE		901173	03/04/2024			28.49
	001-170-577	ORTHENE 12OZ FIRE ANT (10)		960213	03/06/2024			113.80
	001-170-634	2X6X8 TRTD #2: GM PIER		901674	03/06/2024			6.73
	001-170-559	1000' CAUTION TAPE		975209	03/06/2024			11.38
	001-170-559	DW 6" SAW BLADE; CUTTING TOOL		901963	03/11/2024			19.44
	001-170-559	8X10 CLR POLYCARB SHEET		901963	03/11/2024			6.63
	001-170-559	DUPL KEY (6): GM RESTRMS		901963	03/11/2024			22.68
	001-170-559	DUPL KEY(4);LOCK LUBE: BACOT		989323	03/12/2024			22.70
	001-090-559	DECK SCREWS 124CT		901944	03/14/2024			9.96
	001-170-577	ORTHENE 12OZ FIRE ANT (10)		901092	03/15/2024			113.80
	001-161-559	RATCHET TIE DOWN 4PK		901668	03/18/2024			30.39
001	MS DEPT ARCHIVES & HISTORY	241795	04/16/2024	04/05/2024			82.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-279	RECORD FEES: 1 QTR 2024		03312024	03/31/2024			82.50
001	AIRGAS USA LLC	241807	04/16/2024	04/09/2024			393.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5506909591	03/31/2024			393.44
001	DAVID FRANKLIN BATES	241808	04/16/2024	04/09/2024			170.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	3/25/24 UMPIRE: COACH PITCH		1	04/04/2024			35.00
	001-170-503	3/25/24 UMPIRE: PITCH		1	04/04/2024			40.00
	001-170-503	GAMES ASSIGNED (7)		1	04/04/2024			35.00
	001-170-503	4/04/24 UMPIRE: PITCH (1.5)		1	04/04/2024			60.00
001	MARION F BATES JR	241809	04/16/2024	04/09/2024			202.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	3/25/24 UMPIRE: COACH PITCH		2	04/04/2024			35.00
	001-170-503	3/25/24 UMPIRE: PITCH		2	04/04/2024			40.00
	001-170-503	4/01/24 UMPIRE: COACH PITCH		2	04/04/2024			35.00
	001-170-503	4/01/24 UMPIRE: PITCH		2	04/04/2024			40.00
	001-170-503	4/04/24 UMPIRE: C PITCH (1.5)		2	04/04/2024			52.50
001	THOMAS ALDEN DAVIS	241810	04/16/2024	04/09/2024			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	4/01/24 UMPIRE: COACH PITCH		3	04/04/2024			35.00
	001-170-503	4/01/24 UMPIRE: PITCH		3	04/04/2024			40.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MATTHEW LOPEZ	241811	04/16/2024	04/09/2024			52.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	4/01/24 C PITCH/TBALL (1.5)		4	04/04/2024			52.50
001	USA SOFTBALL OF SOUTH MS	241812	04/16/2024	04/09/2024			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	USA SOFTBALL SANCTIONING (2)		2405	03/16/2024			60.00
001	DELTA COMPUTER SYSTEMS INC	241813	04/16/2024	04/09/2024			650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	2023 ACA ELECTRONIC FILING		DHLXT01026	03/31/2024			650.00
001	BELL AUTO PARTS INC	241817	04/16/2024	04/09/2024			156.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	IGN SWITCH: XMARK		D060005	03/18/2024			31.00
	001-205-639	MASTER CYLDR: FORKLIFT		45271	03/14/2024			125.75
001	PASCAGOULA TIRE & SERVICE INC	241818	04/16/2024	04/09/2024			79.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	4 WHL ALIGNMENT: #16808		116816	03/12/2024			79.99
001	CENTERPOINT ENERGY	241820	04/16/2024	04/09/2024			49.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE: 2/23-3/25/24		11000885-1	04/01/2024			49.66
001	CENTERPOINT ENERGY	241821	04/16/2024	04/09/2024			45.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE: 2/23/-3/25/24		11000999-0	04/01/2024			45.37
001	JACKSON COUNTY ADULT DETENTION CENTER	241822	04/16/2024	04/09/2024			7,840.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	MAR 2024 ADC CHGS		03312024	04/08/2024			7,840.00
001	DEPT PUBLIC SAFETY	241823	04/16/2024	04/09/2024			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (MAR 2024)		90143667	04/04/2024			180.00
001	SPARKLIGHT	241824	04/16/2024	04/09/2024			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	APR 2024: #107571481		04012024	04/01/2024			149.20
001	SPARKLIGHT	241825	04/16/2024	04/09/2024			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	APR 2024: SR BLDG 120793682		04012024	04/01/2024			96.73
001	SPARKLIGHT	241826	04/16/2024	04/09/2024			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	APR 2024: GARAGE 134679919		03202024	03/20/2024			127.95

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	241827	04/16/2024	04/09/2024			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MGT 4/5/24		MB1676	04/05/2024			175.00
001	FUELMAN	241828	04/16/2024	04/09/2024			3,788.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP66166161	04/01/2024			118.14
	001-100-525	UNL FUEL		NP66166161	04/01/2024			2,593.01
	001-161-525	UNL & DSL FUEL		NP66166161	04/01/2024			563.00
	001-170-525	UNL FUEL		NP66166161	04/01/2024			429.18
	001-205-525	UNL FUEL		NP66166161	04/01/2024			85.63
001	FUELMAN	241830	04/16/2024	04/09/2024			3,518.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP66249824	04/08/2024			56.89
	001-100-525	UNL FUEL		NP66249824	04/08/2024			2,821.20
	001-161-525	UNL & DSL FUEL		NP66249824	04/08/2024			447.62
	001-170-525	UNL FUEL		NP66249824	04/08/2024			193.10
001	WASTE PRO - GAUTIER	241832	04/16/2024	04/09/2024			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001375957	03/31/2024			35.00
	001-170-698	BACOT PORT O LET(2)		0001375980	03/31/2024			250.00
001	CREDIT CARD CENTER	241834	04/16/2024	04/10/2024			1,875.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-682	ASFPM DUES: ANKERSON,S		02282024	03/01/2024			180.00
	001-001-509	HOTEL (5): GYMC MML		03022024	03/04/2024			645.00
	001-100-681	MACP 2024 CONF: BEVER		03112024	03/12/2024			350.00
	001-100-681	MACP 2024 CONF: BOND		03112024	03/12/2024			350.00
	001-100-681	MACP 2024 CONF: ALLMAND		03112024	03/12/2024			350.00
001	PRO-LOCK LOCKSMITH SERVICE LLC	241835	04/16/2024	04/10/2024			45.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-559	DUPL KEYS (10): THE SOUND		5040924-1	04/09/2024			45.00
001	RIDGDELL BROS INC	241836	04/16/2024	04/10/2024			2,604.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-520	BED MAINT: ENT SIGNS		23082837	04/09/2024			1,006.66
	001-201-679	LAWN MAINT: SOUTH HWY 90		23082836	04/09/2024			615.00
	001-201-679	LAWN MAINT: HWY 90 INTS		23082834	04/09/2024			983.33
001	ADVANCE AUTO PARTS	241840	04/16/2024	04/10/2024			8.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	BULB GREASE; MINI BULB		1403407968	03/19/2024			8.28
001	CINTAS CORPORATION	241841	04/16/2024	04/10/2024			537.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAR 06 2024 MAINT		4185450182	03/06/2023			134.42
	001-205-535	MAR 13 2024 MAINT		4186170328	03/13/2023			134.42

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001	CINTAS CORPORATION	241841	04/16/2024	04/10/2024			537.68	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAR 20 2024 MAINT		4186923594	03/20/2023			134.42
	001-205-535	MAR 27 2024 MAINT		4187615722	03/27/2023			134.42
001	O'REILLY AUTO PARTS	241842	04/16/2024	04/10/2024			1,835.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BATTERY: 11277		1978321372	03/01/2024			143.46
	001-100-570	5QT OIL(2); FILTER: 10636		1978321727	03/04/2024			85.10
	001-205-570	CLNR WAX; 2PK APPL PAD		1978321755	03/04/2024			29.48
	001-100-570	GAL WIPER FLUID (2)		1978321819	03/05/2024			6.38
	001-205-570	DF GASKET; AXL SEAL(2): 19415		1978321821	03/05/2024			10.93
	001-100-570	5QT OIL: 14770		1978321822	03/05/2024			35.99
	001-100-570	1QT OIL: 14770		1978321828	03/05/2024			9.49
	001-205-570	AXL SEAL (2): 19415		1978321894	03/05/2024			18.76
	001-205-570	RTN CR: AXL SEAL (2)		1978321895	03/05/2024			-3.96
	001-205-570	1QT GEAR OIL: 19415		1978321956	03/06/2024			16.99
	001-100-570	RTN CR: DRIVE PULLEY		1978321963	03/06/2024			-15.01
	001-161-638	AIR PRESS SENSOR: E2		1978321964	03/06/2024			56.80
	001-100-570	CTRL ARM ASSY: 16808		1978321965	03/06/2024			112.30
	001-205-639	FUEL HOSE: GENERATOR		1978322084	03/07/2024			1.02
	001-100-570	CTRL ARM ASSY: 16808		1978322089	03/07/2024			112.30
	001-161-638	AC GAUGE SET RENTAL: E4		1978322089	03/07/2024			199.17
	001-161-638	RTN CR-RENTAL: AC GAUGE		1978322244	03/08/2024			-199.17
	001-100-570	RTN CR: CTRL ARM ASSY		1978322191	03/07/2024			-251.69
	001-090-639	BATTERY: METER		1978322587	03/07/2024			8.99
	001-170-559	WRENCH SET: REC SHOP		1978322661	03/11/2024			52.99
	001-205-570	TRUCK SHOCKS (2): 19415		1978322742	03/12/2024			119.96
	001-161-638	DS TAPE; SILICON: E4 MIRROR		1978322771	03/12/2024			16.07
	001-100-570	VOLT MULTIMETER: 12400		1978322840	03/13/2024			41.99
	001-100-570	LEAK SEAL(2); PAG OIL: 12416		1978322840	03/13/2024			52.39
	001-161-638	SYL HEADLAMP BULB: E4		1978322949	03/14/2024			14.32
	001-100-570	BRAKE PADS; ROTOR(2): 10186		1978322994	03/14/2024			129.99
	001-170-639	TRIGGER SWITCH: CHEM SPRAYER		1978323002	03/14/2024			7.49
	001-170-559	RTN CR: WRENCH SET		1978323374	03/18/2024			-52.99
	001-205-570	6QT OIL; FILTER: 36383		1978323406	03/18/2024			50.98
	001-100-570	TIRE PLUGS; TOOL: PD UNITS		1978323407	03/18/2024			13.49
	001-205-570	TRANS HOSE: 36383		1978323423	03/18/2024			15.20
	001-205-570	QT TRANS FLUID: 36383		1978323499	03/19/2024			11.49
	001-161-638	HOSE CLAMP(6); ANTIFRZ(2): E3		1978323522	03/19/2024			45.64
	001-100-570	FLUSHER (ENG): PD BOAT		1978323545	03/19/2024			13.37
	001-100-570	OIL FILTER; AIR FILTER: 16004		1978323563	03/19/2024			15.98
	001-100-570	BATTERY: 16004		1978323563	03/19/2024			128.82
	001-100-570	BATTERY SWITCH: 16004		1978323617	03/20/2024			29.99
	001-100-570	DOOR LATCH CABLE: 16004		1978323644	03/20/2024			9.27
	001-100-570	ADH REMVR; ADH CLNR: PD UNITS		1978323654	03/20/2024			53.36
	001-100-570	DOOR LATCH CABLE: 16004		1978323662	03/20/2024			9.27
	001-100-570	RUST TRMT; SANDING BLK: 16004		1978323662	03/20/2024			21.44
	001-100-570	DOOR LATCH CABLE (2): 16004		1978323725	03/21/2024			18.54
	001-100-570	RTN CR: DOOR LATCH CABLE(2)		1978323851	03/22/2024			-18.54
	001-100-570	BATTERY: 10183		1978323851	03/22/2024			199.96
	001-100-570	WHITE PAINT: 16004		1978323851	03/22/2024			16.99
	001-205-639	GASKET ASM; GASKET: FORKLIFT		1978323870	03/22/2024			9.71

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001	O'REILLY AUTO PARTS	241842	04/16/2024	04/10/2024			1,835.20	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	2.5 GAL BLUE DEF (2): GFD		1978324378	03/27/2024			51.98
	001-170-639	BATTERY (2): 6 WHL GATOR		1978324404	03/27/2024			113.86
	001-100-570	RADIATOR CAP: 12456		1978324409	03/27/2024			38.26
	001-205-570	BATTERY; ATV OIL (4): PLNG ATV		1978324410	03/27/2024			127.61
	001-170-638	FUEL CAP: 2008 F250		1978324411	03/27/2024			9.30
	001-100-570	LACQ THNR; PAINT RMVR (2): ATV		1978324513	03/28/2024			76.70
	001-100-570	PRIMER: 16004		1978323871	03/22/2024			12.99
001	ELAN FINANCIAL SERVICES	241848	04/16/2024	04/10/2024			2,402.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	SUPPLIES: EASTER EVENT		03052024	03/06/2024			51.96
	001-170-513	SUPPLIES: EASTER EVENT		03052024	03/06/2024			158.36
	001-100-699	REG FEE: GOVERNORS JOB FAIR		03052024	03/06/2024			205.93
	001-100-559	2TB EXT USB HARD DRIVE (2)		03112024	03/12/2024			149.98
	001-170-634	4' VAPOR PROOF LENS (2): GM PIER		03122024	03/13/2024			135.03
	001-090-535	TSHIRT (21); POLO (6); CAP (3)		03142024	03/14/2024			225.63
	001-040-559	BAR CODE INV LABEL 1000 (2)		03142024	03/15/2024			35.94
	001-205-559	16X24 STL SQUARE; TD STRAP (2)		03152024	03/18/2024			32.06
	001-205-559	SOAP STONE 5PC; TIG WELD GLVS		03152024	03/18/2024			16.91
	001-090-559	7MIL NITRILE GLOVE 50PC (4)		03152024	03/18/2024			33.89
	001-090-559	TELESCOPING MAGN PICKUP TOOL		03152024	03/18/2024			5.33
	001-100-639	8" RUBBER TIRE PVC HUB		03152024	03/18/2024			44.87
	001-092-625	K9 INSURANCE: TESS		03152024	03/18/2024			908.77
	001-205-702	ACETYLENE REGULATOR		03252024	03/26/2024			78.11
	001-205-702	OXYGEN PRESSURE REGULATOR		03252024	03/26/2024			85.58
	001-092-639	LF 100PSI GAUGE (2): FOUNTAIN		03272024	03/28/2024			49.98
	001-205-570	CARBURETOR; AIR CLNR: ATV PLNG		03272024	03/29/2024			184.35
001	TEAM ONE COMMUNICATIONS INC	241856	04/16/2024	04/11/2024			141.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	ANTENNA STUBBY (4)		1630016741	03/06/2024	240415		129.60
	001-100-559	SHIPPING		1630016741	03/06/2024	240415		12.00
001	ACTION PRINTING CENTER INC	241858	04/16/2024	04/11/2024			103.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	GFD NOTICE-COMPLIANCE (200)		3077	04/03/2024	240600		103.87
001	BELL AUTO PARTS INC	241859	04/16/2024	04/11/2024			594.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SPRAYER PUMP (2) 5151087		D059998	03/11/2024	240588		270.00
	001-170-639	SPRAY PUMP 515088		D060003	03/18/2024	240620		189.00
	001-170-639	V BELT 154537001: CHIPPER		D060015	03/27/2024	240653		135.00
001	MURRAY'S NURSERY	241860	04/16/2024	04/11/2024			4,277.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	VTG JADE DISTYLUM 3G (42)		6272	03/01/2024	240548		567.00
	001-170-520	ENCORE AZALEA 3G (24)		6272	03/01/2024	240548		324.00
	001-170-520	DRIFT ROSE 3G (25)		6272	03/01/2024	240548		337.50
	001-170-520	RED CRAPE MYRTLE 15G (19)		6401	03/26/2024	240652		1,425.00
	001-170-520	ENCORE AZALEA 3G (16)		6401	03/26/2024	240652		216.00
	001-170-520	MUHLI GRASS 3G (132)		6401	03/26/2024	240652		1,188.00

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001	MURRAY'S NURSERY	241860	04/16/2024	04/11/2024			4,277.50	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	BOXWOOD 3G (22)		6401	03/26/2024	240652		220.00
001	CUSTOM PRODUCTS CORPORATION	241863	04/16/2024	04/11/2024			820.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET SIGN (10)		INV4229	03/15/2024	240580		337.30
	001-201-565	SPEED LIMIT 15 SIGN (3)		INV4229	03/15/2024	240580		76.08
	001-201-565	SHIPPING: QUO3292		INV4229	03/15/2024	240580		22.52
	001-201-565	CUSTOM TRAFFIC YIELD SIGN (2)		INV4612	03/21/2024	240614		267.12
	001-201-565	SHIPPING		INV4612	03/21/2024	240614		44.38
	001-201-565	CUSTOM SIGN 18X24: SPCL NEEDS		INV4607	03/21/2024	240611		42.03
	001-201-565	FEE CHG UNDER \$50		INV4607	03/21/2024	240611		10.00
	001-201-565	SHIPPING		INV4607	03/21/2024	240611		21.38
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	241866	04/16/2024	04/11/2024			46.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	7X9 WALNUT PLAQUE: MORAN AWARD		2404004	04/02/2024	240703		40.00
	001-090-500	PROGRESSIVE PLAQUE PLATE		2404004	04/02/2024	240703		6.00
001	PASCAGOULA TIRE & SERVICE INC	241869	04/16/2024	04/11/2024			2,745.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	FS FIREHAWK PURSUIT(4): 12558		116771	03/28/2024	240596		501.48
	001-100-639	INSTALL PACKAGE: 12558		116771	03/28/2024	240596		98.00
	001-100-639	4 WHL ALIGNMENT: 12558		116771	03/28/2024	240596		79.99
	001-100-638	FS DESTINATION AT2(4): 10636		116964	03/19/2024	240634		582.92
	001-100-638	INSTALL PACKAGE: 10636		116964	03/19/2024	240634		78.00
	001-100-638	4 WHL ALIGNMENT: 10636		116964	03/19/2024	240634		79.99
	001-100-638	FS FIREHAWK PURSUIT(4): 12557		116973	03/20/2024	240633		497.48
	001-100-638	INSTALL PACKAGE: 12557		116973	03/20/2024	240633		98.00
	001-100-638	4 WHEEL ALIGNMENT: 12557		116973	03/20/2024	240633		79.99
	001-100-638	FS FIREHAWK PURSUIT(4): 12459		117136	03/27/2024	240656		472.04
	001-100-638	INSTALL PACKAGE: 12459		117136	03/27/2024	240656		98.00
	001-100-638	4 WHL ALIGNMENT: 12459		117136	03/27/2024	240656		79.99
001	SUN HERALD ADVERTISING	241873	04/16/2024	04/11/2024			341.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC 24-07-VAR		243303	03/31/2024	240649		21.60
	001-090-615	PUBLIC NOTICE: GPC 24-09-VAR		243303	03/31/2024	240649		20.52
	001-090-615	PUBLIC NOTICE: GPC 24-10-RZ		243303	03/31/2024	240649		21.24
	001-090-615	PUBLIC NOTICE: GPC 24-11-RZ		243303	03/31/2024	240649		21.24
	001-040-615	BID NOTICE: HWY90 W/S LINES		243303	03/31/2024	240587		256.88
001	RIDGDELL BROS INC	241875	04/16/2024	04/11/2024			3,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	MULCH;GEO TXTL;SOD: ENT SIGNS		23082818	04/04/2024	240552		3,900.00
001	ACE CONTRACTORS INC	241876	04/16/2024	04/11/2024			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-616	REPR LIGHTS: BELK PRKG LOT		1791	04/03/2024	240063		7,500.00

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001	DIXIE GLASS	241877	04/16/2024	04/11/2024			476.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	REPL WINDSHIELD: 11882	IO57501	03/06/2024	240532		255.00	
	001-100-638	LABOR: 11882	IO57501	03/06/2024	240532		126.00	
	001-100-638	ADHESIVE: 11882	IO57501	03/06/2024	240532		40.00	
	001-100-638	STRIP CARBON TINT: 11882	IO57501	03/06/2024	240532		55.00	
001	CITY ELECTRIC SUPPLY CO	241878	04/16/2024	04/11/2024			1,405.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	1000W MH 4 TAP KIT(3):BACOT	PAS/094156	03/20/2024	240635		495.00	
	001-170-634	CXL 1000W MH: BACOT PARK	PAS/094156	03/20/2024	240635		35.00	
	001-170-634	80A 2P CKT BRKR: BACOT PARK	PAS/094186	03/21/2024	240635		145.00	
	001-092-616	BALLAST 1000W S52 480V KIT(2)	PAS/094231	03/25/2024	240618		730.00	
001	MOONSHOT RECREATION LLC	241881	04/16/2024	04/11/2024			674.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	10-36 VDC PROX SENSOR (2)	24-0009	03/26/2024	240619		624.00	
	001-170-634	SHIPPING: GM PARK SPLASH PAD	24-0009	03/26/2024	240619		50.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	241882	04/16/2024	04/11/2024			57.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	EMBROIDER BADGE (2)	29992	03/29/2024	240631		30.00	
	001-100-535	EMBROIDER NAME (2)	29992	03/29/2024	240631		12.00	
	001-100-535	SHIPPING	29992	03/29/2024	240631		15.00	
001	AMAZON CAPITAL SERVICE	241884	04/16/2024	04/11/2024			192.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	FOLDABLE LITTER GRABBER	1D3YXTQ7TN	03/31/2024	240659		13.39	
	001-090-500	HDMI CBL 6' HDMI CORD AIS(2)	1D3YXTQ7TN	03/31/2024	240659		13.84	
	001-205-560	48PK WOOD FENCE POST CAP (4)	1D3YXTQ7TN	03/31/2024	240659		132.80	
	001-161-575	BTB EXTRICATION PAPERBACK	1T3KMGFL6M	04/03/2024	240696		25.00	
	001-161-575	SHIPPING	1T3KMGFL6M	04/03/2024	240696		6.99	
001	CANNON PAF LLC	241887	04/16/2024	04/11/2024			246.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	SENSOR SOP (2): ACO	247761	02/27/2024	240530		91.94	
	001-100-638	PLUG (4): PD F150S	247778	02/27/2024	240531		30.72	
	001-100-570	WINDSHIELD MOULDING: 10724	247806	03/06/2024	240604		124.23	
FUND TOTAL	1 Claims	to	Checks	76 Total	130,085.77 Manual	Held	Total	130,085.77

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004	RIDGDELL BROS INC	241837	04/16/2024	04/10/2024			3,695.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-680	LAWN MAINT: THE SOUND		23082835	04/09/2024			3,695.83
004	LENA'S LAUNDRY LLC	241847	04/16/2024	04/10/2024			404.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	LAUNDRY SERVICE: 202.1 LBS		152	04/04/2024			404.20
004	ELAN FINANCIAL SERVICES	241849	04/16/2024	04/10/2024			2,808.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	TMILLS 27X54 TOWEL 12CT (6)		03122024	03/13/2024			2,001.00
	004-510-559	TMILLS HAND TOWEL 120CT		03122024	03/13/2024			356.48
	004-510-559	TMILLS WASHCLOTH 300CT		03122024	03/13/2024			285.34
	004-510-559	SHIPPING		03122024	03/13/2024			166.17
004	REYNOLDS WHOLESALE CO	241857	04/16/2024	04/11/2024			2,181.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	GH TISSUE 96/CS (15)		76546	04/04/2024	240709		854.25
	004-510-559	MFB TOWEL #1508 CS (20)		76546	04/04/2024	240709		499.00
	004-510-559	VB ROLL TOWEL 30/CS (2)		76546	04/04/2024	240709		69.90
	004-510-559	DIAL ANTIBAC GAL 4/CS (5)		76546	04/04/2024	240709		395.00
	004-510-559	WAX SANITARY BAG 500CT (2)		76546	04/04/2024	240709		57.50
	004-510-559	40X46 BLK CAN LINER 100CT (3)		76546	04/04/2024	240709		97.50
	004-510-559	24X32 WHT CAN LINER 500CT (3)		76546	04/04/2024	240709		98.85
	004-510-559	30X36 BLK CAN LINER 150CT (3)		76546	04/04/2024	240709		109.20
004	GULF COAST BUSINESS SUPPLY CO	241861	04/16/2024	04/11/2024			298,916.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	44" RND WASTE RECEIPT (30)		264724	03/18/2024	240616		1,498.50
	004-510-704	LG 65" LED 4K TV		265218	04/04/2024	240627		687.50
	004-510-704	TV WALL MOUNT (3)		265218	04/04/2024	240627		539.97
	004-510-704	LG 50" LED 4K TV (2)		265218.1	04/08/2024	240627		825.00
	004-510-703	AIR FLEX CHAIR 1400S (2900)		263244	04/10/2024	240462		129,311.00
	004-510-703	DOLLY: AIRFLEX CHRS (34)		263244	04/10/2024	240462		13,462.30
	004-510-703	MINI PEBBLE JUTE RUG 8X10		263959	04/04/2024	240512		704.71
	004-510-703	MC PHARMACY CABINET 5' (2)		263959	04/04/2024	240512		2,265.88
	004-510-703	MC ASYM WALL MIRROR		263959	04/04/2024	240512		529.41
	004-510-703	FAUX BIRD-PARADISE PLANT 6'		263959	04/04/2024	240512		329.41
	004-510-703	WIDE ARCH FLOOR MIRROR		263959	04/04/2024	240512		905.88
	004-510-703	HNYCOMB PILLOW CVR 20X20 (2)		263959	04/04/2024	240512		117.64
	004-510-703	DOWN ALT INSERT 20X20 (2)		263959	04/04/2024	240512		44.70
	004-510-703	FRAMED M SCHAUER PRINT		263959	04/04/2024	240512		647.06
	004-510-703	PLUSH WAFFLE BATH MAT (2)		263959	04/04/2024	240512		94.12
	004-510-703	HUDSON FLOOR LAMP		263959	04/04/2024	240512		470.59
	004-510-703	MC KNOB DARK BRONZE (2)		263959	04/04/2024	240512		18.82
	004-510-703	MC 4" PULL DK BRONZE (4)		263959	04/04/2024	240512		70.60
	004-510-703	SEAGRASS BASKET MED (3)		263959	04/04/2024	240512		179.28
	004-510-703	FAUX MONSTERA PLANT 5' (2)		263959	04/04/2024	240512		658.82
	004-510-703	SWIRL PILLOW COVER 20X20 (2)		263959	04/04/2024	240512		117.64
	004-510-703	FEATHER DOWN INSERT 20X20 (2)		263959	04/04/2024	240512		47.06

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004	GULF COAST BUSINESS SUPPLY CO	241861	04/16/2024	04/11/2024			298,916.22	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	004-510-703	TEAK 35" SHOWER BENCH (2)	263959	04/04/2024	240512		588.24	
	004-510-703	RECTANGL LED FLOOR MIRROR(2)	263959	04/04/2024	240512		705.88	
	004-510-703	2 PANEL OD PATIO CURTAIN(2)	263959	04/04/2024	240512		105.88	
	004-510-703	FREIGHT	263959	04/04/2024	240512		1,262.35	
	004-510-703	36X36 RND GLASS KIT	263971	04/04/2024	240513		1,092.85	
	004-510-703	24X36 REC TFL EXT(2)	263971	04/04/2024	240513		276.10	
	004-510-703	24X60 REC TFL MAIN(2)	263971	04/04/2024	240513		487.30	
	004-510-703	24X15 FILE LTR CUSH TOP(2)	263971	04/04/2024	240513		1,602.70	
	004-510-703	DOCK 42W SUPPT RAIL (2)	263971	04/04/2024	240513		74.80	
	004-510-703	36X36 CYL RND COFFEE TABLE	263971	04/04/2024	240513		806.85	
	004-510-703	CHET SOFA WOOD LEGS	263971	04/04/2024	240513		3,314.30	
	004-510-703	PULL UP TABLE CERAMIC TOP(2)	263971	04/04/2024	240513		677.60	
	004-510-703	31X30 OD SQ TABLE(8)	263971	04/04/2024	240513		4,650.80	
	004-510-703	21X18 END TABLE HEXAGON	263971	04/04/2024	240513		453.75	
	004-510-703	15X15 END TABLE SQUARE	263971	04/04/2024	240513		432.85	
	004-510-703	24D SUPPORT O-LEG MTL (6)	263971	04/04/2024	240513		2,389.20	
	004-510-703	MB CHAIR ALUM BASE (2)	263971	04/04/2024	240513		1,248.50	
	004-510-703	OTTOMAN LP BASE (2)	263971	04/04/2024	240513		1,369.50	
	004-510-703	LOUNGE CHAIR WOOD BASE (2)	263971	04/04/2024	240513		2,468.40	
	004-510-703	LOUNGE CHAIR WOOD BASE (2)	263971	04/04/2024	240513		2,468.40	
	004-510-703	LB LOUNGE CHAIR ARMS (2)	263971	04/04/2024	240513		3,667.40	
	004-510-703	16D ROUND STATIC (2)	263971	04/04/2024	240513		853.60	
	004-510-703	51X8 MODESTY PANEL (2)	263971	04/04/2024	240513		250.80	
	004-510-703	VANITY 7 DRWR LG MIRROR (2)	263971	04/04/2024	240513		742.28	
	004-510-703	BF STAR BARSTOOL OUTDR (144)	262976	04/11/2024	240411		56,073.60	
	004-510-703	BF AIDEN SQ BAR TABLE (72)	262976	04/11/2024	240411		57,326.40	
004	CUPIT SIGNS OF MISSISSIPPI INC	241879	04/16/2024	04/11/2024			1,077.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	004-510-559	DS 4X8 BANNER (2): THE SOUND	36257F	04/09/2024	240658		1,077.00	
004	AMAZON CAPITAL SERVICE	241885	04/16/2024	04/11/2024			1,432.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	004-510-559	ADJ MICROWAVE STAND	1T9VJ7VRRR	03/31/2024	240660		39.99	
	004-510-559	SUGAR-CREAMER VARIETY 504CT	1T9VJ7VRRR	03/31/2024	240660		59.97	
	004-510-559	BAMBOO COFFEE STIRRERS	1T9VJ7VRRR	03/31/2024	240660		8.41	
	004-510-559	MNTD SHOWER BW/S/C DISP (2)	1T9VJ7VRRR	03/31/2024	240660		128.68	
	004-510-559	KCUP CAROUSEL POD HOLDER	11GL3VQC6G	04/03/2024	240695		22.97	
	004-510-559	SHIPPING	11GL3VQC6G	04/03/2024	240695		6.99	
	004-510-559	15.9 GAL TRASH CAN S/S (2)	1CDJ4XL61F	04/04/2024	240710		319.98	
	004-510-559	21.1 GAL TRASH CAN S/S (2)	1CDJ4XL61F	04/04/2024	240710		399.98	
	004-510-559	SAMSUNG GALAXY S9 FE TABLET	1J6GFVVVF4	04/06/2024	240717		419.99	
	004-510-559	SEYMAC CASE SS S9 FE	1J6GFVVVF4	04/06/2024	240717		25.99	
FUND TOTAL	4 Claims	to	Checks	7 Total	310,516.39 Manual	Held	Total	310,516.39

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	241850	04/16/2024	04/10/2024			79,161.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 32.48%		17	04/03/2024			79,161.14
FUND TOTAL 130 Claims	to	Checks	1 Total	79,161.14	Manual	Held	Total	79,161.14

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	US PUBLIC SAFETY GROUP INC	241874	04/16/2024	04/11/2024			1,560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	BELT CLIP BADGE HOLDER (65)		11029	05/03/2024	240550		1,560.00
156	THE SOUTHERN CONNECTION POLICE SUPPLIES	241883	04/16/2024	04/11/2024			1,492.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	BLAUER FLX FIT HAT 34375 (50)		29993	03/29/2024	240368		899.50
	156-100-799	BLAUER FLX FIT HAT 38840 (31)		29993	03/29/2024	240368		557.69
	156-100-799	SHIPPING		29993	03/29/2024	240368		35.00
FUND TOTAL 156 Claims	to	Checks	2 Total	3,052.19 Manual		Held		Total 3,052.19

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	GALLS LLC	241886	04/16/2024	04/11/2024			1,024.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	ICE PERF POLO (25)		027464532	03/25/2024	240650	880.00	
	157-100-799	SHIPPING		027464532	03/25/2024	240650	34.82	
	157-100-799	ICE PERF POLO (3)		027481537	03/26/2024	240650	105.60	
	157-100-799	SHIPPING		027481537	03/26/2024	240650	4.17	
FUND TOTAL 157 Claims	to	Checks	1 Total	1,024.59	Manual	Held	Total	1,024.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SPARKLIGHT	241753	04/16/2024	04/03/2024			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	APR 2024:SSP 136075116		03232024	04/22/2024			127.95
176	SINGING RIVER ELECTRIC COOPERATIVE	241763	04/16/2024	04/03/2024			2,438.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		03192024	03/26/2024			2,091.91
	176-170-631	HOUSE 76855002		03192024	03/26/2024			55.40
	176-170-631	SSP WELCOME CENTER 1089928002		03192024	03/26/2024			261.05
	176-170-631	DUMP STATION 109931001		03192024	03/26/2024			30.11
176	BAY ICE COMPANY INC	241784	04/16/2024	04/05/2024			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	MAR 2024 BOX RENTAL		691168	03/31/2024			50.00
176	LOWES HOME CENTERS INC	241793	04/16/2024	04/05/2024			139.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	HARDWARE,LOCTITE: PUMP STN		977271	03/19/2024			22.64
	176-170-586	TRTD LUMBER(14): BRIDGES		901915	03/19/2024			94.17
	176-170-559	TOMCAT RODENT CONTROL		977057	03/19/2024			22.78
FUND TOTAL 176 Claims		to	Checks	4 Total	2,756.01 Manual	Held	Total	2,756.01

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	TYLER THOMAS HENRY	241816	04/16/2024	04/09/2024			3,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-799	EXTERIOR MURAL: THE SOUND		03282024	04/05/2024			1,500.00
	304-510-799	INTERIOR MURAL: THE SOUND		04072024	04/07/2024			1,500.00
304	GULF COAST BUSINESS SUPPLY CO	241862	04/16/2024	04/11/2024			3,749.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-799	AVANTCO ICE MACHINE		264725	03/25/2024	240617		2,250.00
	304-510-799	22" ICE STORAGE BIN		263960	03/08/2024	240514		849.95
	304-510-799	18 CF SS REFRIGERATOR		263960	03/08/2024	240514		649.95
FUND TOTAL 304 Claims	to	Checks	2 Total	6,749.90	Manual	Held	Total	6,749.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	241754	04/16/2024	04/03/2024			117.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2024:UTLY 107663106		03232024	04/22/2024			117.11
400	SINGING RIVER ELECTRIC COOPERATIVE	241764	04/16/2024	04/03/2024			2,392.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		03192024	03/26/2024			257.84
	400-651-631	LIFT STNS 17884		03192024	03/26/2024			1,356.71
	400-651-631	IONIZATION PLANT 99216002		03192024	03/26/2024			777.56
400	SINGING RIVER ELECTRIC COOPERATIVE	241765	04/16/2024	04/03/2024			1,561.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		03182024	03/25/2024			1,561.21
400	AMERICAN TANK MAINTENANCE LLC	241786	04/16/2024	04/05/2024			34,447.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-669	MAINT CONTRACT: HWY 57		27881	04/01/2024			956.00
	400-651-669	MAINT CONTRACT: CENTRAL STN		27871	04/01/2024			10,015.50
	400-651-669	MAINT CONTRACT: MARTIN BLUFF		27861	04/01/2024			6,899.50
	400-651-669	MAINT CONTRACT: TOWN COMNS		27851	04/01/2024			9,141.50
	400-651-669	MAINT CONTRACT: LARK ST		27841	04/01/2024			7,435.00
400	MISSION COMMUNICATIONS LLC	241787	04/16/2024	04/05/2024			14,060.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: DARTMOUTH LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: JOHNSTON LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: BUCKS RD LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: GRAVELINE LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: WESTGATE LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: OST (CSX) LS		1086274	04/02/2024			447.00
	400-651-698	RENEWAL: BROWN RD LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: ROBINSON STILL LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: #26 OST LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: #14 LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: M BLUFF LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: STANFIELD LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: KINGFISHER LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: ENARCH LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: HASTINGS LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: FARRIGUT LAKE LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: LARK LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: SINGING PINE LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: FISH HAWK LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: HOME OF GRACE LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: WHITEWOOD LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: GREYCLIFFE LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: SPANISH OAK LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: KINGSLEA LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: MAGNOLIA BLUFF LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: COTTITA LS		1086274	04/02/2024			626.00

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400	MISSION COMMUNICATIONS LLC	241787	04/16/2024	04/05/2024			14,060.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: BROOKSIDE LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: FAIRWAY LS		1086274	04/02/2024			626.00
	400-651-698	RENEWAL: TIMBER LANE LS		1086274	04/02/2024			387.00
	400-651-698	RENEWAL: MEADOWDALE LS		1086274	04/02/2024			387.00
400	SPARKLIGHT	241788	04/16/2024	04/05/2024			314.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2024: 118901040 INTERNET		03162024	03/16/2024			177.63
	400-650-698	APR 2024: 118901040 CABLE		03162024	03/16/2024			136.54
400	H2O INNOVATION OPERATION & MAINTENANCE	241789	04/16/2024	04/05/2024			183,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAR 2024 MAINT OPS		2024-03	03/31/2024			183,082.50
400	LOWES HOME CENTERS INC	241794	04/16/2024	04/05/2024			52.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	ORGANIC PEST CONTROL 7CT (2)		960215	03/06/2024			20.86
	400-651-584	10LB SPECTRACIDE FIRE ANT		960215	03/06/2024			16.14
	400-651-584	20LB SPECTRACIDE TRIAZICIDE		960215	03/06/2024			15.18
400	ARISTA INFORMATION SYSTEMS INC	241814	04/16/2024	04/09/2024			4,604.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2024 PRINTING 2067001		0009635	03/31/2024			1,119.20
	400-650-698	MAR 2024 POSTAGE 2067001		0009635	03/31/2024			3,485.51
400	VULCAN CONSTRUCTION MATERIAL LLC	241819	04/16/2024	04/09/2024			1,097.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	5.97TN MDOT 100LB: KENDALE		51500983	03/26/2024			352.23
	400-651-683	6.43TN MDOT 100LB: KENDALE		51500983	03/26/2024			379.37
	400-651-683	6.21TN MDOT 100LB: KENDALE		51500983	03/26/2024			366.39
400	FUELMAN	241829	04/16/2024	04/09/2024			84.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP66166161	04/01/2024			84.94
400	FUELMAN	241831	04/16/2024	04/09/2024			185.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP66249824	04/08/2024			185.78
400	WM CORPORATE SERVICES INC	241838	04/16/2024	04/10/2024			1,761.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	3/1-30/24: TIMBERLANE		8292014768	04/01/2024			1,761.69
400	SOUTHERN LINC	241839	04/16/2024	04/10/2024			86.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2024 SERV CHGS		274104	04/01/2024			86.72
400	COAST VALVE & FITTINGS CO., INC.	241851	04/16/2024	04/10/2024			43.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PARTS: MALL WELL-EMER REPR		329828	04/04/2024			43.85

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400	COG DEPOSITORY ACCOUNT	241855	04/16/2024	04/10/2024			131,639.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	MAR 2024 GARBAGE PMTS		03312024	03/31/2024			131,639.06
400	SOUTHERN PIPE & SUPPLY CO INC	241864	04/16/2024	04/11/2024			2,024.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2" S40 PVC 90 ELL (2)		9243357-00	03/15/2024	240577		7.78
	400-651-581	2" S40 PVC MALE ADPT (2)		9243357-00	03/15/2024	240577		4.72
	400-651-581	1/4 OD COMP UNION (3)		9243357-00	03/15/2024	240577		12.33
	400-651-581	1/4 TUBING SOFT		9243357-00	03/15/2024	240577		74.97
	400-651-581	1/4 OD COMP UNION (7)		9243357-01	03/25/2024	240577		28.77
	400-651-581	5/8X36 SHORT WTR METER KEY		9243357-01	03/25/2024	240577		18.13
	400-651-583	2HP AUTO GRNDR PUMP:OLD SHELL		9297488-00	03/22/2024	240636		1,664.17
	400-651-583	4CI PLST X 4CI PLST CPLG(6)		9288197-00	03/26/2024	240640		44.52
	400-651-581	6" S80 PVC SLIP ON FLANGE(4)		9288197-00	03/26/2024	240640		169.04
400	MICRO METHODS INC	241865	04/16/2024	04/11/2024			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	TOTAL SUSP SOLIDS: DMR REPORT		2404057186	04/04/2024	240662		70.00
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	241867	04/16/2024	04/11/2024			548.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	1/3HP ELE MOTOR:BOOSTER PUMP		46511	04/02/2024	240661		548.09
400	CENTRAL PIPE SUPPLY-JACKSON	241870	04/16/2024	04/11/2024			2,168.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	4X3 PVC S/40 BUSHING (6)		S100367623	04/01/2024	240655		66.84
	400-651-584	4X8.8 HYMAX COUPLING (6)		S100367623	04/01/2024	240655		1,505.10
	400-651-581	FORD BRS WYE 1X3/4X34 CTS(11)		358945.004	04/03/2024	240327		596.75
400	COAST CHLORINATOR & PUMP CO INC	241871	04/16/2024	04/11/2024			2,137.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	STA-RITE BOOSTER PUMP 1HP		77181	04/04/2024	240680		2,222.00
	400-651-581	20% DISCOUNT: SPARE		77181	04/04/2024	240680		-444.40
	400-651-581	DIFFUSER 45040573 (2)		77171	04/01/2024	240663		70.00
	400-651-581	NOZZLE COMBO HOSE #12 (2)		77171	04/01/2024	240663		290.00
400	BAY MOTOR WINDING INC	241872	04/16/2024	04/11/2024			7,940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REBUILD MOTOR: MGCCC LS		0128879	03/28/2024	240639		2,860.00
	400-651-584	MACHINE WORK: MGCCC LS		0128879	03/28/2024	240639		520.00
	400-651-584	NEW PUMP BOWL: JOB 073726		0128879	03/28/2024	240639		1,600.00
	400-651-584	REBUILD MOTOR: LS-24 TOWNSEND		0128878	03/28/2024	240637		2,310.00
	400-651-584	IMPELLER: JOB 073727		0128878	03/28/2024	240637		650.00
400	A-1 TREE SERVICE INC	241880	04/16/2024	04/11/2024			3,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	CUT/RMV WTR OAK: VALLEYWOOD		04092024	04/09/2024	240708		3,200.00

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	241888	04/16/2024	04/11/2024			761.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	SCADA RADIO/D-BOARD: TC LS	459545	04/01/2024	240517		300.00	
	400-651-584	M110S SERV PKG: TOWN CMNS LS	459545	04/01/2024	240517		371.40	
	400-651-584	FREIGHT	459545	04/01/2024	240517		10.00	
	400-651-584	MISSION PW429 TRANSFORMER(2)	459553	04/02/2024	240654		60.00	
	400-651-584	SHIPPING: DUBARRY LS-51	459553	04/02/2024	240654		20.00	
FUND TOTAL 400 Claims	to	Checks	24 Total	394,381.73	Manual	Held	Total	394,381.73

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	CRAIN TRACTOR & EQUIPMENT INC	241868	04/16/2024	04/11/2024			25,731.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	401-651-702	LANDPRIDE DB2660:DITCH CUTTER	US20394	04/02/2024	240366		14,575.00	
	401-651-702	8' BUSHHOG LANDPRIDE RCF369	US20315	02/28/2024	240324		11,156.25	
FUND TOTAL 401 Claims	to	Checks	1 Total	25,731.25	Manual	Held	Total	25,731.25

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	241833	04/16/2024	04/09/2024			106,142.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	MAR 2024 RES GARBAGE (6318)		0001375914	03/31/2024		106,142.40	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,142.40	Manual	Held	Total	106,142.40

Docket of Claims
Release date from 04/16/2024 thru 04/16/2024

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	76 Total	130,085.77 Manual	Held	Total	130,085.77
FUND 4 Claims	to	Checks	7 Total	310,516.39 Manual	Held	Total	310,516.39
FUND 130 Claims	to	Checks	1 Total	79,161.14 Manual	Held	Total	79,161.14
FUND 156 Claims	to	Checks	2 Total	3,052.19 Manual	Held	Total	3,052.19
FUND 157 Claims	to	Checks	1 Total	1,024.59 Manual	Held	Total	1,024.59
FUND 176 Claims	to	Checks	4 Total	2,756.01 Manual	Held	Total	2,756.01
FUND 304 Claims	to	Checks	2 Total	6,749.90 Manual	Held	Total	6,749.90
FUND 400 Claims	to	Checks	24 Total	394,381.73 Manual	Held	Total	394,381.73
FUND 401 Claims	to	Checks	1 Total	25,731.25 Manual	Held	Total	25,731.25
FUND 404 Claims	to	Checks	1 Total	106,142.40 Manual	Held	Total	106,142.40
Total for all Funds			Checks 119 Total	1,059,601.37 Manual	Held	Total	1,059,601.37

CITY OF GAUTIER
Business Agenda Item #9
Fact Sheet

Council Meeting:
Title:

April 16, 2024
Resolution determining that the tax increment financing plan - Highway 57 Medical Arts Facility, hotel, and retail development is a project eligible for tax increment financing under the laws of the state

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Resolution determining that the tax increment financing plan - Highway 57 Medical Arts Facility, hotel, and retail development is a project eligible for tax increment financing under the laws of the state

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 on for consideration by the Mayor and City Council of the City of Gautier, Mississippi, on the matter of the *Tax Increment Financing Plan Highway 57 Medical Arts Facility, Hotel, and Retail Development Gautier, Mississippi April 2024*, and a resolution regarding such Tax Increment Financing Plan. After a full consideration of the matter, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION NUMBER 000-2024

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES AND COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE TAX INCREMENT FINANCING PLAN HIGHWAY 57 MEDICAL ARTS FACILITY, HOTEL, AND RETAIL DEVELOPMENT GAUTIER, MISSISSIPPI APRIL 2024, IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH SUCH TAX INCREMENT FINANCING PLAN AND FOR RELATED PURPOSES.

WHEREAS, Sections 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended and supplemented (the “TIF Act”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing;

WHEREAS, the Mayor and City Council (the “Governing Body”) of the City of Gautier, Mississippi (the “City”) has previously been presented with the Tax Increment Financing Redevelopment Plan for the City of Gautier, Mississippi, September 2010, as amended (the “Redevelopment Plan”) and has conducted a public hearing regarding said plan as required by law which plan constitutes a qualified plan under the TIF Act;

WHEREAS, the Governing Body has been presented with the form of a tax increment financing plan entitled *Tax Increment Financing Plan Highway 57 Medical Arts Facility, Hotel, and Retail Development Gautier, Mississippi April 2024* attached hereto as **Exhibit A** (the “TIF Plan”), the purpose of which is to provide a financing mechanism to construct various infrastructure improvements described in the TIF Plan; and

WHEREAS, this Governing Body has heretofore identified various parts of the City in need of development and redevelopment and does hereby find that the medical arts facility, hotel and retail development, or related commercial or medical establishments, including housing, food service venues, and professional offices (the “Project”) to be developed by **ATM TIF, LLC** a Mississippi Limited Liability Company (the “Developer”), is of major economic significance to and within the City and qualifies as a project eligible for tax increment financing as set forth in the Redevelopment Plan, and participation on the part of the City is necessary and would be in the public interest and in the best interests of the public health, safety, morals, and welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: The Governing Body of the City does hereby declare its intention to issue tax increment financing revenue bonds or notes, and may do so in one or more series, in an amount not to exceed Seven Million Dollars (\$7,000,000) (the “TIF Bonds”) for a term of not to exceed fifteen (15) years for the purpose of providing funds necessary to reimburse the Developer for the qualified costs of the construction of various infrastructure improvements in connection with the construction of the Project, including, but not limited to, the installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, improving, relocation or rehabilitation of drainage improvements, roadways, bridges, culverts, curbs and gutters, walkways, sidewalks, on-site public and private parking, paving and other related parking lot improvements; any applicable wetland mitigation expenses, installation and relocation of electrical lines, lighting, and signalization; landscaping of rights-of way; purchasing land for any of the forgoing purposes; and related architectural and engineering fees, and attorneys’ fees, TIF Plan preparation fees, TIF Bond issuance costs, applicable FEMA requirements for special designated flood hazard areas, capitalized interest, and other related soft costs.

SECTION TWO: All TIF Bonds shall be issued pursuant to the terms and provisions of a Development and Reimbursement Agreement to be entered into by the City and the Developer (the “Development Agreement”).

SECTION THREE: When and if issued, the TIF Bonds shall be secured by a pledge of (i) up to one hundred percent (100%) of the City’s incremental increase in ad valorem tax revenues on real and personal property generated by the Project, and (ii)) up to fifty percent (50%) of the retail sales tax rebates received by the City from the State of Mississippi (the “State”) and generated by the Project from retail sales established within the TIF District for the initial seven (7) years from the dated date of the Development Agreement; up to forty percent (40%) of the sales tax rebates received by the City from the State as a result of retail sales generated within the boundaries of the TIF District as a result of the Project from year eight (8) to year ten (10); and up to thirty percent (30%) of the sales tax rebates received by the City from the State as a result of retail sales generated within the boundaries of the TIF District as a result of the Project if issued after ten (10) years from the dated date of the Development Agreement through the end of twelve (12) years from the dated date of the Development Agreement; provided, however, that such sales tax rebates shall exclude any special hotel or beverage tax that may be levied by the City; provided further that, the City may from time to time and in its sole and absolute discretion pledge up to one hundred percent (100%) of the retail sales tax rebate received by the City from the State that are generated by retail sales within the boundaries of the TIF District as a result of the Project, with sizing on any series of TIF Bonds based on the tiers set out above and which will be provided for in the Development Agreement, as it may be amended from time to time. The TIF Bonds shall not be secured by the full faith, credit and taxing power of the City or create any other pecuniary liability on the part of the City other than

the pledge of the incremental increase in ad valorem taxes and sales tax hereinabove set forth. No TIF Bonds shall be issued after twelve (12) years from the dated date of the Development Agreement.

SECTION THREE: A public hearing shall be held with respect to the TIF Plan in the regular meeting place of this Governing Body located at 3330 US Highway 90 in Gautier, Mississippi at 6:30 P.M., on the 7th day of May 2024.

SECTION FOUR: The City Clerk is hereby directed to publish the notice attached hereto as **Exhibit B** in the *Sun Herald*, a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section Three hereof.

Council Member _____ seconded the motion to adopt the foregoing resolution, having first been reduced to writing, and the question being put to a roll call vote, the result was as follows:

Mayor Casey Vaughn	voted: _____
Council Member Adam Colledge	voted: _____
Council Member Cameron George	voted: _____
Council Member Richard Jackson	voted: _____
Council Member Gordon T. Gollott	voted: _____
Council Member Rusty Anderson	voted: _____
Council Member Dante Elbin	voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 16th day of April, 2024.

Casey Vaughn, Mayor
City of Gautier, Mississippi

ATTEST

Teresa L. Montgomery
City Clerk, City of Gautier, Mississippi

{SEAL}

EXHIBIT A – TIF Plan

***Tax Increment Financing Plan
Highway 57 Medical Arts Facility, Hotel, and Retail Development
Gautier, Mississippi
April 2024***

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TAX INCREMENT FINANCING PLAN

HIGHWAY 57

MEDICAL ARTS FACILITY, HOTEL, AND

RETAIL DEVELOPMENT

GAUTIER, MISSISSIPPI

APRIL 2024

**TAX INCREMENT FINANCING PLAN,
HIGHWAY 57
MEDICAL ARTS FACILITY, HOTEL, AND RETAIL DEVELOPMENT
GAUTIER, MISSISSIPPI
APRIL 2024**

ARTICLE I. PURPOSE AND INTENT

Section 1.01 Preamble

(a) The administration and implementation of this *Tax Increment Financing Plan, Highway 57 Medical Arts Facility, Hotel, and Retail Development Gautier, Mississippi April 2024* (the “**TIF Plan**”), may be an undertaking of the City of Gautier, Mississippi (the “**City**”) in accordance with Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended and supplemented (the “**TIF Act**”).

The City will be the primary party of interest in carrying the Project (as defined below) forward. The City will issue bonds, notes, or other similar debt obligations not exceeding **Seven Million Dollars (\$7,000,000)** (the “**TIF Debt Obligations**”), in one or more series, to provide funds to finance a portion of the cost of construction, through reimbursement, of various qualified public infrastructure and related site improvements, as more particularly described herein (the “**Improvements**”) in connection with the construction of a medical arts facility, hotel, retail developments, or related commercial or medical establishments, including housing, food service venues, and professional offices (the “**Project**”).

The Project will be constructed in multiple phases (the “**Phase(s)**”) as further defined in this TIF Plan. The initial Phase of the Project will include the construction of a 13,000± sq. ft. cardiac ambulatory surgical center, and a 20,000± sq. ft. medical complex. In future Phases, it is anticipated that the development will construct an estimated additional 70,000 sq. ft. of commercial space to include commercial retail sales, a franchised hotel, various restaurant venues, and other professional offices, and related services. Additional Phases are planned to include commercial housing situated as upper-story or mixed use residential to support the medical arts facility and its staffing needs and the development, in general.

ATM TIF, LLC, a Mississippi Limited Liability Company owned by local developers, its successors and assigns (the “**Developer**”), is proposing to build the Project on currently undeveloped commercially zoned land fronting the east side of Highway 57 in the City.

The primary site for the Project includes approximately **19.50±** undeveloped acres within the proposed Tax Increment Financing District that includes an estimated **44.26±** undeveloped acres, that is further defined by legal descriptions and survey maps attached herein under **Exhibit II** including one, or more related parcels (the “**TIF District**”). The TIF Plan shall be an undertaking of the City, whereby the City will issue one or more series of TIF Debt Obligations as authorized herein to finance the Improvements in multiple Phases as more fully described herein.

(b) The funds received from the TIF Debt Obligations and other funds as identified herein will be used to reimburse the Developer for a portion of the qualified cost of construction and installation of the Improvements in connection with the Project, and other activities to serve the Project and the community as a whole.

(c) The Developer estimates that the TIF related public infrastructure, site improvements, and

other activities making up the public improvements of the Project, will cost it approximately Nine Million, Four Hundred Eighty-Six Thousand Dollars **(\$9,486,000)** in new construction, part of which may be reimbursed to the Developer through the TIF Debt Obligations by the City pursuant to the TIF Plan in accordance with the TIF Act and the Act, as applicable. The Developer expects to invest a total of an estimated Forty-Eight Million, Two Hundred Fifty Thousand Dollars **(\$48,250,000)** in private funds once all Phases of the construction of the Project is completed.

(d) The City and the Developer will enter into a Development and Reimbursement Agreement (the “Development Agreement”) which will set forth the agreement of the parties in connection with the sale and issuance of any TIF Debt Obligations.

Further descriptions of the Project and supporting documentation of the included estimates are attached as **Exhibit I** hereto and titled “Project Summary Supporting Documentation” and the estimated tax revenue projections that were provided by the Developer and the County Tax Assessor’s office.

Section 1.02 Statement of Intent

(a) As provided in the Preamble of this TIF Plan, the City proposes to issue the TIF Debt Obligations, which will be secured solely by:

1. A pledge by the City of up to one hundred percent (100%) of the increases in real and personal property ad valorem taxes generated within the legal boundaries of the TIF District (the “City's Ad Valorem Tax Increment”); and
2. A pledge by the City of up to up to fifty percent (50%) of the retail sales tax rebates received by the City from the State of Mississippi (the “State”) and generated by the Project from retail sales established within the TIF District for the initial seven (7) years from the dated date of the Development Agreement; up to forty percent (40%) of the sales tax rebates received by the City from the State as a result of retail sales generated within the boundaries of the TIF District as a result of the Project from year eight (8) to year ten (10); and up to thirty percent (30%) of the sales tax rebates received by the City from the State as a result of retail sales generated within the boundaries of the TIF District as a result of the Project if issued after ten (10) years from the dated date of the Development Agreement through the end of twelve (12) years from the dated date of the Development Agreement; provided, however, that such sales tax rebates shall exclude any special hotel or beverage tax that may be levied by the City (the “City's Sales Tax Increment” and together with the City's Ad Valorem Tax Increment, the “City's Tax Increment”); provided further that the City may from time to time and in its sole and absolute discretion pledge up to 100% of the retail sales tax rebate received by the City from the State that are generated by retail sales within the boundaries of the TIF District as a result of the Project, with sizing on any series of TIF Debt Obligations based on the tiers set out above and which will provided for in the Development Agreement as the same may be amended from time to time.

The proceeds of the TIF Debt Obligations will be used to reimburse the Developer for a portion of the qualified cost of constructing and installing the Improvements, which include, but are not limited to, installation of utilities such as water, sanitary sewer for the benefit of the Project and to serve the entire TIF District, and natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, eligible wetland mitigation expenses, construction of roadways with curb and gutter, including meeting any applicable FEMA special flood hazard mitigation standards, public and private parking, sidewalks, fire protection, installation of traffic signalization and signage, grading, lighting and landscaping of rights-of-way, purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, capitalized interest and other related expenses such as engineering all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness, TIF plan preparation fees and other incidental related costs and related professional fees. If deemed necessary and appropriate, the City may require additional security from the

Developer to help support the sale of the bonds, notes or similar debt obligations to be more marketable.

The construction of the aforementioned Improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a “*Development and Reimbursement Agreement*” with the Developer as necessary and appropriate.

Section 1.03 Public Convenience and Necessity

The public convenience and necessity require participation by the City in this Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City:

(a) **Private Investment** Construction of the primary Project will represent a private investment of approximately \$48,250,000 on 19.50± undeveloped acres, on a site located within the TIF District that includes a total estimated 44.26± undeveloped acres with a positive impact of those funds into the local economy.

(b) **Increase in City Ad Valorem Taxes** Increased City real and personal property taxes generated from the Project are estimated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>
City (42.99 mills)		
Real Property	\$15.52	\$264,469

(c) **Increase in County Ad Valorem Taxes** Increased County real and personal property taxes generated from the Project are estimated to be as follows:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>
County (50.36 mills)		
Real Property	\$19.23	\$327,710

(d) **Increase in School Ad Valorem Taxes** The Project will generate the following estimated real and personal property taxes for the School District:

<u>Entity</u>	<u>Current Tax</u>	<u>Taxes After Improvements</u>
School Dist. (66.76 mills)		
Real Property	\$24.10	\$410,699

Summary of Benefits

- The Project will accommodate the medical needs of the citizens of the City through a new development of an upscale medical center, hotel and retail center that is convenient and safe for residents and patrons.
- The Project will establish new commercial activity on an emerging corridor, acting as a flagship catalyst for future medical and commercial facilities. The Project will act as a catalyst for additional complimentary development opportunities in the immediate vicinity such as additional restaurants, housing, hotel, restaurants and other retail developments attributed to increased traffic and new employment.
- The Project will help the City meet its goal to establish a new commercial center with direct access to Interstate 10 increasing traffic and promoting additional commercial developments by providing for the construction of sidewalks and other public infrastructure to enhance the connectivity of the Gautier Center to the other businesses such as restaurants, entertainment and retail in the immediate area.
- The Project is located in an undeveloped area where very limited public infrastructure is available making the development cost higher than other projects, however the Project will provide new funding resources to help the City expand their utilities and therefore improve opportunities for future commercial growth in the area.
- The Project in the initial phase of construction is expected to result in a private investment of over **\$7,000,000** dollars in the City and will create 80 permanent full and part-time medical related jobs upon completion with an **estimated annual payroll in excess of \$3,600,000 dollars.**
- The planned construction of a franchised hotel is estimated to cost **\$12,000,000-\$14,000,000** dollars and will create 35-40 full and part-time positions with an annual payroll associated with its operations in excess of **\$1,000,000 dollars.**
- The net new annual sales generated by the hotel development could reach \$3.7 million dollars, and an additional \$19.5 million dollars in retail sales, with \$1.5 million dollars in food sales associated with the planned franchised restaurants.
- The Project will create the development of an upscale restaurant, along with additional food service venues that will serve the local community, travelers, and hotel guests. This will generate economic value for the local citizens and will aid in the addition of quality restaurants in the market trade area.

- The Project will substantially **increase property taxes** to an estimated One Million, Two Thousand, Eight Hundred Twenty Dollars **(\$1,002,820)** for the City, the County, and the local school district.
- The Project could result in new **sales taxes rebated from the State** to the City in excess of Three Hundred Nineteen Thousand, Eight Hundred Sixty-Five Dollars **(\$319,865)** annually.
- The Project construction will significantly benefit the local economy with the purchase of building materials, hotel rooms, fuel sales, restaurants and directly benefit other exiting local business in the market trade area.

(e) **Increase in State Sales Tax**

Assuming the projected initial year of operation, after all Phases of construction are completed; gross annual retail sales are expected to be Twenty-Four Million, Seven Hundred Thousand Dollars **(\$24,700,000)**. increase of new retail sales in favor of the City, i.e., the Project will result in approximately One Million, Seven Hundred Twenty-Nine Thousand Dollars **(\$1,729,000)** of sales taxes to the State.

(f) **Increase in State Sales Tax Rebated to the City**

The estimated gross annual retail sales generated by the Project after all Phases of construction are completed are anticipated to be approximately Twenty-Four Million, Seven Hundred Thousand Dollars **(\$24,700,000)** after all Phases of the Project are completed, which will result in new sales tax rebates to the City from the State of Three Hundred Nineteen Thousand Eight Hundred Sixty-Five Dollars **(\$319,865)** annually.

ARTICLE II. PROJECT AND DEVELOPER INFORMATION

Section 2.01 Project Description

ATM TIF, LLC, (Mississippi Business ID #1408196) a Mississippi limited liability company, its successors and assigns, owned by local developers is proposing to build a new mixed-use, multi-phased medical park/commercial development in the City on currently undeveloped commercially zoned land fronting the east side of Highway 57 in Gautier, Mississippi.

The proposed Project will be a ground up project on currently undeveloped land requiring significant public infrastructure including wetland mitigation, significant related earth work and fill, roads, utility connections, fire protection and parking facilities. The Project will be located on the east side of Highway 57, near one of the main commercial entrances to the City off of Highway 90. Included in the proposed TIF District is a total land development area of approximately **44.26± acres** that is currently undeveloped land, generating minimal real and personal ad valorem taxes, and no rebated sales taxes for the City. The Project's primary development site will include approximately 19.50± undeveloped acres within the TIF District as further defined herein under Exhibit II. A portion of the land is currently designated as wetlands, and will require substantial mitigation efforts to be developed.

Attached hereto as **Exhibit II** are maps and legal descriptions of the total TIF District including an estimated 44.26± undeveloped acres from which the tax revenues will be generated to service the TIF Debt Obligations.

Section 2.02 Developer Information

(a) Name of Developer:

ATM TIF, LLC (Mississippi Business ID #1408196)
Attn: Dr. Satjit Adlakha, Member

(b) Address of Company:

ATM TIF, LLC
419 East Beach Drive
Ocean Springs, MS 39564

(228) 282-0977

Local Contractors or Agents:

To be determined by the Developer using competitive bids and proposals process.

ARTICLE III.

ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

Section 3.01 Job Creation

(a) Part-Time Construction Jobs

It is expected that the construction of the Project will create an estimated 55-75 construction jobs directly on site for the Project which will generate a construction payroll estimated at approximately One Million Five Hundred Twenty-Five Thousand Dollars (\$1,525,000) for the construction of Phase I including a 13,000± sq. ft. cardiac ambulatory surgical center, and a 20,000± sq. ft. medical complex some of which will be spent locally and have a positive impact on the economy of the City. The initial Phase of the Project is expected to take approximately 12-16 months to complete.

(b) Permanent Full and Part-Time Jobs

Upon completion, it is expected that the Project at the completion of the initial Phase of construction will employ an estimated eighty (80) full time and part-time physicians, and related staff with an estimated annual payroll of Three Million Six Hundred Thousand Dollars (\$3,600,000.)

Section 3.02 Financial Benefit to the Community

The proposed project will be a ground up redevelopment project on currently undeveloped land requiring significant public infrastructure including wetland mitigation, significant related earth work and fill, roads, utility connections, fire protection and parking facilities. The Project will be located on Highway 57, near one of the main commercial entrances to the City. Included in the proposed TIF District is a total land development area of approximately **44.26± acres** that is currently undeveloped land, generating minimal real and personal ad valorem taxes, and no rebated sales taxes for the City. The primary site for the Project includes an estimated 19.50± undeveloped acres within the TIF District as further defined herein under Exhibit II. A portion of the land is currently designated as wetlands, and will require substantial mitigation efforts to be developed.

Retail sales estimates based on anticipated growth for retail, lodging, and food services generated for the State are estimated to be Twenty-Four Million, Seven Hundred Thousand Dollars (\$24,700,000) annually. This will generate an estimated One Million, Seven Hundred Twenty-Nine Thousand Dollars (\$1,729,000) in retail sales taxes for the State; with tax rebates from the State to the City estimated to be approximately Three Hundred, Nineteen Thousand, Eight Hundred Sixty-Five Dollars (\$319,865) annually.

The following table illustrates the new potential sales tax that may be rebated by the State to the City based on an estimated retail sales scenario as a result of the Project. The Developer anticipates that the Project will create new sales tax revenue for the City that is currently being spent in other economic trade markets for health care, retail sales, lodging and food services.

<u>Assumption*</u> <u>Gautier</u>	<u>New Sales</u>	<u>New Sales Sales Tax Rebated New State Sales Tax</u>	<u>Total to</u>
Hotel	\$3,700,000	\$259,000	\$47,915
Restaurant	\$1,500,000	\$105,000	\$19,425
Retail (phase II) \$161,875	\$12,500,000	\$875,000	
Additional Retail	\$7,000,000 ²⁴¹	\$490,000	\$90,650

(a) **Ad Valorem Property Tax Increases**

Currently, property taxes generated by the undeveloped 19.50± acres site that is included in the Project and included within the TIF District estimated at 44.26± undeveloped acres are approximately fifty-eight dollars (**\$58.85**) annually due to the undeveloped land and associated wetlands designation.

As a result of the Project, real and personal property ad valorem taxes on the 19.50 ± acres site could reach approximately One Million, Two Thousand Eight Hundred Seventy-Nine Dollars (**\$1,002,879.**) The following table illustrates the estimated ad valorem taxes before and after construction of Project:

ESTIMATED AD VALOREM TAXES

<i>Real & Personal Property Taxes Estimated</i>				
<u>Project</u>	<u>Entity</u>	<u>Millage Rates</u>	<u>Current</u>	<u>After</u>
	City			
	Real & Personal Property	(42.99)	\$15.52	\$264,469
	County			
	Real & Personal Property	(53.27)	\$19.23	\$327,710
	School District			
	Real & Personal Property	(66.76)	\$24.10	\$410,699
	Totals	(163.02)	\$58.85	
	\$1,002,879*			

Section 3.03 Retail Sales Taxes

The expected total annual retail sales over the full operating year of the Project after all Phases of construction are completed are expected to average over Twenty-Four Million, Seven Hundred Thousand Dollars (**\$24,700,000**), with future anticipated growth.

Total sales will represent an estimated **90%** of net new incremental increases in retail sales for the State and the City. New increases in sales taxes generated for the State are estimated to include an increase of net new sales, which is estimated to be One Million, Five Hundred Fifty-Six Thousand, One Hundred Dollars (**\$1,556,100**) annually, with tax rebates to the City estimated to be approximately Two Hundred Eighty-Seven Thousand, Eight Hundred Seventy-Nine Dollars (**\$287,879**) annually, based on the net incremental sales estimates (90% of the actual estimated retail sales) for the full operating year after all Phases of construction are completed.

A summary of the estimated State sales tax revenue, and the estimates at 90% of the anticipated net increases in retail sales tax rebates from the State as a result of new retail sales for the City are provided below:

<u>Estimated New Sales</u>	<u>State of Mississippi Retail Sales Taxes</u>	<u>Retail Sales Tax Rebates to the City</u>
\$24,700,000	\$1,729,000	\$319,865
 <u>[Incremental increases in retail sales assuming 90% of the estimated gross retail sales listed above]</u>		
\$22,230,000	\$1,556,100	\$287,879

**ARTICLE IV. A STATEMENT OF THE OBJECTIVE OF THE TAX INCREMENT
FINANCING PLAN**

Section 4.01 Primary Objective

The primary objective of the TIF Plan is to serve the public convenience and necessity by participating over multiple Phases in the “*Tax Increment Financing Plan, Highway 57 Medical Arts Facility, Hotel, and Retail Development Gautier, Mississippi April 2024.*” The TIF Plan will provide a portion of the financing to reimburse the Developer for qualified improvement costs such as to acquire property, construct public infrastructure, including public and private parking, wetland mitigation, and other public infrastructure improvements to serve the development as described in the preamble to this TIF Plan. The public Improvements will be constructed in accordance with standards, codes, and ordinances of the City.

The Improvements will provide for the health and welfare of the public by providing for safe and adequate street, drainage improvements, wetland mitigation earthworks, public and private parking and public access, adequate utilities, which may include electrical, water, gas, sanitary sewer systems for the benefit of the Project and to serve the entire TIF District, fire protection and drainage systems. The area will also be landscaped, which will be important since the Project is near one of the main entries into the City.

**ARTICLE V. A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX
INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE
REDEVELOPMENT PLAN.**

5.01 Property Description

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of public infrastructure associated with the Project over multiple Phases and other improvements necessary to serve the public that will induce development in the boundaries of the TIF District and other areas as deemed appropriate through further action of the City. This TIF Plan is consistent with the goals and objectives of the *City of Gautier Tax Increment Financing Redevelopment Plan, September 2010*. The legal descriptions and survey maps of the estimated 44.26± undeveloped acres that make up the TIF District are attached herein as **Exhibit II**.

ARTICLE VI. A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Section 6.01 Cost Estimate of Redevelopment Project

The development of the Project will represent a private investment in excess of **Forty-Eight Million, Two Hundred Fifty Thousand Dollars (\$48,250,000.)** As set forth in the Preamble, this TIF Plan will be an undertaking of the City, whereby the City will act as the primary party of interest in carrying the Project forward. The City proposes that it will, in its sole discretion, issue the TIF Debt Obligations. The proceeds of the TIF Debt Obligations will be used to reimburse the Developer for a portion of the qualified cost of constructing and installing the Improvements in connection with the Project including, but not limited to, the installation of utilities such as water, sanitary sewer for the benefit of the Project and to serve the entire TIF District, and natural gas lines, relocation of utilities, installation and relocation of electrical services, installation of storm drainage, wetland mitigation expenses, construction of roadways with curb and gutter, including meeting any applicable FEMA special flood hazard mitigation standards, public and private parking, sidewalks, fire protection, installation of traffic signalization and signage, grading, lighting and landscaping of rights-of-way, purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove, capitalized interest and other related expenses such as engineering all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness TIF plan preparation fees and other incidental related costs and related professional fees. If deemed necessary and appropriate, the City may require additional security from the Developer to help support the sale of the TIF Debt Obligations, or to make them more marketable. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work, along with budgets, will be identified in a Development Agreement with the Developer.

Proceeds of the TIF Debt Obligations may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under the TIF Act.

Section 6.02 Projected Sources of Revenue to Meet Costs

The Developer will secure financing for the private investment of an estimated \$48,250,000 through all Phases of construction. As provided in the Preamble of this TIF Plan, the City proposes to issue TIF Debt Obligations, which will be secured solely by the City's Tax Increment. If deemed necessary and appropriate, the City may require additional security from the Developer to support making the TIF Debt Obligations more marketable.

Section 6.03 Total Amount of Indebtedness to be Incurred

As provided in the Preamble of this TIF Plan, the City will issue up to Seven Million Dollars (\$7,000,000) in TIF Debt Obligations, in one or more series.

The Tax Increment Financing Plan Highway 57 Medical Arts Facility, Hotel, and Retail Development Gautier, Mississippi April 2024, shall be an undertaking by the City including, but not necessarily limited to, the issuance of the TIF Debt Obligations to provide funds to defray the cost of a portion of the Improvements for the Project as set forth herein.

Section 6.04 Description of Interest Rate and Required Payments on the TIF Debt Obligations

It is expected that the TIF Debt Obligations for the Project can be obtained at an annual interest rate of not more than eleven percent (11%) per annum for a term not to exceed fifteen (15) years. No TIF Debt Obligations shall be issued after twelve (12) years from the dated date of the Development Agreement. Annual principal and interest payments are estimated to be approximately Three Hundred Six Thousand, Eight Hundred Eighty-Seven Dollars (\$306,887) assuming a bond face value of Two Million, Nine Hundred Eighty Thousand Five Hundred Sixty-Six Dollars (\$2,980,566) with a 20% debt reserve fund, utilizing a 6% fixed interest rate and repayment schedule of fifteen (15) years.

Section 6.05 Pledge of Taxes to Service the TIF Debt Obligations

The increase in ad valorem real and personal property tax revenues to be generated within the TIF District for the City as result of the development of the Project are estimated to be Two Hundred Sixty-Four Thousand Four Hundred Sixty-Nine Dollars (\$264,469), and the net new increases in rebated sales tax to the City are estimated to be Two Hundred Eighty-Seven Thousand, Eight Hundred Seventy-Nine Dollars (\$287,879). It is requested that the City's Tax Increment be pledged to secure the payment of debt service on any TIF Debt Obligations issued pursuant to this TIF Plan.

The only obligations of the City with respect to the payment of the TIF Debt Obligations will be the pledge of the City's Tax Increment. If deemed necessary and appropriate, the City may require additional security from the Developer to enhance the marketability of the TIF Debt Obligations.

Section 6.06 Excess Taxes to be Added to General Funds

Any surplus of ad valorem real and personal property tax and any sales tax rebates received from the State by the City that is not used, or needed for the repayment of TIF Debt Obligations will be deposited to the general fund of the City to be used for any lawful purpose.

The TIF Debt Obligations will be issued in one or more series proportionate with the level of City ad valorem taxes, and any rebated sales taxes received from the State as a result of new retail sales generated within the TIF District in amounts and percentages to be defined in the Development Agreement between the Developer and the City. If deemed necessary and appropriate, the City may require additional security from the Developer to enhance the marketability of the TIF Debt Obligations.

The amount of TIF Debt Obligations, the timing of their issuance, and the percentage of debt service to be repaid by the City shall be determined in the sole discretion of the City pursuant to further proceedings of the City.

Section 6.07 TIF Debt Obligations to be Issued in an Amount that is Commensurate with Pledged Tax Revenue

The amount of the TIF Debt Obligations will be determined based solely on the amount of the pledged ad valorem and sales tax revenues available to service such TIF Debt Obligations. If deemed necessary and appropriate, the City may require additional security from the Developer to enhance the marketability of the TIF Debt Obligations. The amount of TIF Debt Obligations, the timing of the issuance, and the percentage of debt service to be repaid by the City shall be determined in the sole discretion of the City pursuant to further proceedings of the City.

**ARTICLE VII. LIST OF ALL REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT
FINANCING PLAN**

The real property to be included in this TIF Plan from which the ad valorem real and personal property tax revenues of the City and sales tax rebates to the City from the State, a portion of which may be pledged to finance the TIF Debt Obligations, will be approximately a 44.26 ± acre tract over various parcels, as further defined herein. (See **Exhibit II**).

ARTICLE VIII. DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the TIF Plan will be twenty-five (25) years or as long as any TIF Debt Obligations are outstanding; provided, however, that any and all TIF Debt Obligations must be issued within twelve (12) years of the dated date of the Development Agreement.

ARTICLE IX. ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

Section 9.01 Ad Valorem Tax Increases

The construction and development of the Project will generate significant increases in ad valorem tax revenues for the City, the County and the School District. The following are estimates of the new ad valorem tax revenues expected to be generated as a result of the Project:

<i>Real & Personal Property Taxes Estimated*</i>			
<u>Project</u>	<u>Entity</u>	<u>Millage Rates</u>	<u>Current</u>
	City		
	Real & Personal Property	(42.99)	\$15.52
\$264,469			
	County		
	Real & Personal Property	(53.27)	\$19.23
\$327,710			
	School District		
	Real & Personal Property	(66.76)	\$24.10
\$410,699			

*The ad valorem real and personal property revenue projections were developed for the City with the assistance of the Developer, and the Jackson County Tax Assessor's office.

Section 9.02 Retail Sales Taxes

It is expected that the total estimated retail sales from the Project could reach approximately Twenty-Four Million, Seven Hundred Thousand Dollars (\$24,700,000) after all Phases of construction are completed.

It is estimated that 90% of the total projected retail sales will be net new retail sales for the State, or Twenty-Two Million, Two Hundred Thirty Thousand Dollars (\$22,230,000); and are estimated to total in retail taxes to the State One Million, Five Hundred Sixty-Six Thousand, One Hundred Dollars (\$1,566,100), of which Two Hundred Eighty-Seven Thousand, Eight Hundred Seventy-Nine Dollars (\$287,879) would be net new incremental increases in sales taxes rebated by the State to the City. A summary of the estimated increase in sales tax revenue is provided below:

Estimated	State of Mississippi	New Retail Sales Taxes
------------------	-----------------------------	-------------------------------

New Sales**\$22,230,000****Retail Sales Taxes****\$1,556,100****Rebated to the City****\$287,879**

ARTICLE X.

**A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED
TO RECEIVE THE ADDED INCREMENTS OF AD VALOREM TAXES AND
THE PROCEEDS OF ANY OTHER FINANCING ASSISTANCE**

A separate fund entitled "Tax Increment Financing Fund, Highway 57 Medical Arts Facility, Hotel, and Retail Developments" shall be established by the City to receive real and personal property ad valorem taxes generated within the TIF District, as well as any rebated sales tax revenue to the City from the State as result of retail sales established in the boundaries of TIF District, and the proceeds of any other financial assistance received in connection with this TIF Plan.

ARTICLE XI.

THE GOVERNING BODY SHALL BY RESOLUTION, FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, AND ANY REBATED SALES TAXES RECEIVED FROM THE STATE OF MISSISSIPPI THAT ORIGINATED FROM RETAIL SALES IN THE BOUNDARIES OF THE TAX INCREMENT PLAN IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XII. PLAN OF FINANCING

Section 12.01 Pledges of Increases in Taxes

The TIF Plan provides for the City, upon completion of the Project, or Phases of the Project and pursuant to further proceedings of the City, to issue the TIF Debt Obligations, which will be secured solely by the City's pledge of the City real and personal ad valorem Tax Increment and a portion of the rebated sales taxes received from the State as a result of net new incremental increases in retail sales occurring within the boundaries of the TIF District as a result of the Project and as further defined in a Development Agreement. If deemed necessary and appropriate, the City may require additional security from the Developer to enhance the marketability of the TIF Debt Obligations. Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

Section 12.02 Funding Through Issuance of TIF Debt Obligations

Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

Section 12.03 Amount, Timing, and other Terms of TIF Debt Obligations

The Improvements may be funded in whole or in part through the following source: TIF Debt Obligations issued by the City pursuant to the TIF Plan and the TIF Act.

The amount of bonds, the timing of the issuance and the percentage of debt service to be repaid by the City shall be determined pursuant to further proceedings of the City.

EXHIBIT I

**PROJECT SUMMARY SUPPORTING
DOCUMENTATION**

Tax Increment Financing Plan Highway 57 (Multi-Phased, Mixed-Use) Medical Arts Facility, Hotel, and Retail Developments Gautier, Mississippi 2024

PROJECT SUMMARY

Project Description and Location

ATM TIF, LLC a Mississippi Limited Liability Company owned by local developers (the "Developer"), is proposing to build a new mixed-use, multi-phased medical park/commercial development in the City of Gautier, Mississippi (the "City") on currently undeveloped commercially zoned land fronting Highway 57 in the City.

The **proposed project estimate of \$48.25 million dollars** through all phases of development includes a 13,000± sq. ft. cardiac ambulatory surgical center, a 20,000 sq ft medical complex in the initial phase of construction, and an estimated additional 70,000 sq. ft. of commercial space to include commercial retail sales, a franchised hotel, restaurants, housing, and other professional offices and services.

The new development will be located along the east side of Highway 57 on land that has never been developed, with no infrastructure in place; establishing a new commercial corridor for the benefit of the City. When developed, the medical facilities and retail stores, hotel, and commercial space will offer the residents of the City, and the surrounding areas new services, and that are not currently available within the City. The proposed project will have a substantial and positive impact on the local economy generating new temporary construction jobs and scores of permanent jobs, as well as new tax revenues for the benefit of the City, the County, and the local school district.

The proposed medical facilities slated for the initial phase of construction will include a State-of-the-art cardiac surgical center to provide both diagnostic and surgical interventions for non-emergent patients, an urgent care clinic, and office space for multi-specialty medical care. The proposed development will accommodate over eighty (80) new jobs including medical doctors and staff, with an associated estimated annual payroll of **\$3,600,000**.

In addition to the medical facilities, the additional Phases of the development will also include multiple retail establishments, a franchised hotel development, up to fifty (50) townhomes, and food/dining services that will generate new retail sales for the benefit of the City. Not only will this generate new tax revenues, but this will also provide multiple employment opportunities for an estimated one hundred (100) new jobs.

Engineers Estimate of TIF related Public Infrastructure Expenses



Dennis Stieffel & Associates, P.A., Inc.
Consulting Engineers

Woolmarket Professional Plaza
13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532

Office (228) 392-1638
Fax (228) 392-1679
Cell (228) 860-8161
dennis@dsaeng.net

September 14, 2023

Lawrence E. Leyens
7600 Joe Fountain Road
Ocean Springs, MS 39564

Re: Highway 57 Medical Park
Gautier, Mississippi

Gentlemen:

This is in response to your request for a preliminary cost estimate of the site work for the above referenced for TIF funding budgetary purposes. The following is a brief overview summarizing projected preliminary construction costs associated with the site work based on the attached conceptual site plan design.

	Description	Projected Cost
1.	Main Street w/assoc. Drainage & Utilities (1,020 lf of 4-lane)	\$1,632,000.00
2.	Minor Streets w/assoc. Drainage & Utilities (3,010 lf of 2-lane)	\$2,408,000.00
3.	Parking/Site Grading/Detention Pond (788 stalls)	\$3,546,000.00
4.	Power/Lighting	\$750,000.00
5.	Landscaping/Site Stabilization	\$600,000.00
6.	Engineering/Surveying/Wetlands Permitting & Mitigation	\$550,000.00
	Total	\$9,486,000.00

Thank you for the opportunity to assist you and please let us know if you have any questions or if any additional information is needed.

Yours very truly,

Dennis Stieffel, P.E.
President

Enc.
896-2.wpd

Example of a TIF Bond

The following **Table I** illustrates a proposed Tax Increment Financing scenario issued within seven (7)

years of the start of construction, with up to 100% of the incremental increase of the City's real and personal ad valorem taxes being pledged by the City, along with up to 50% of the sales tax rebates received from the State as a result of net new incremental increases in retail sales generated by the Project, and occurring within the proposed TIF District towards the payment of the TIF Bond debt at an interest rate projected for illustration purposes of 6% for 15 years, with a 20% debt reserve reflected below.

Table I

	<u>TIF Bond Issue</u>	<u>Estimated Annual Payment</u>	<u>Tax Increase Available</u>
<u>Terms:</u>			
15yrs. @ 6%	\$3,173,251	\$326,727	\$408,408
100% City participation			
50% sales tax rebates			
20% debt reserve			

NOTES: These estimates assume a twenty percent (20%) debt reserve and the net projected increase in real and personal ad valorem taxes based on estimates of 85% of the estimated permitted cost of the development that were provided by the Developer, and the County tax assessor's office.

Unverified millage rates illustrated and used (City-42.99) with an assumed allocation of up to 100% pledge commitment of the increased amounts of City real and personal ad valorem property taxes and up to 50% pledge from the City of adjusted (90%) rebated sales taxes received from the State of Mississippi as a result of new incremental increases in retail sales generated by the Project within the initial 7 years from the start of construction and originating in the TIF district as a result of the Project. An estimated 6% interest rate on a 15-year payout is also assumed in the example illustrated above with a 20% debt reserve, with no TIF bond issuance cost reflected in the estimated values.

Site Layout Rendering

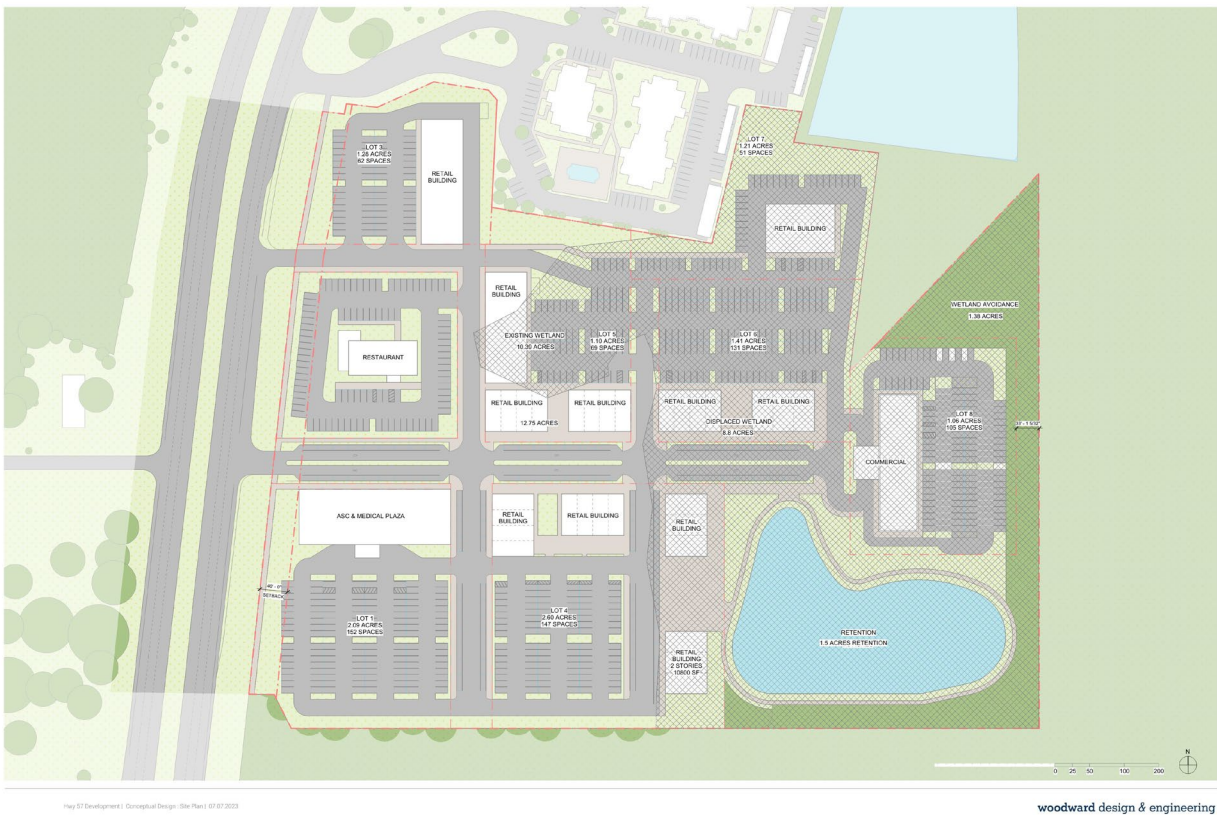


EXHIBIT II

SURVEY MAPS AND LEGAL DESCRIPTIONS

TIF District Boundaries



Parcel Map View



TIF District Parcel Descriptions

Project Site

82430100.050

ROBERTS CARRIE J ET AL

4513 RADIO RD

OCEAN SPRINGS MS 39564

Land Value: 2,320.00

Improvements: 0

Parcel A

82430080.100

A-STRATEGY X LLC

826 IVY WALL DR

HOUSTON TX 77079

Physical Address 4508 HWY 57 GAUTIER

Land Value: 92,970.00

Improvements: 0

Total Value 13,946.00

Tax Amount: 2,232.00

Parcel B

82430050.100

M & Y PROPERTY LLC

5930 RIVERGROVE BEND DR

HUMBLE TX 77346

Land Value: 177,120.00

Improvements: 0

Total Value 26,568.00

Tax Amount: 4,253.00

Parcels C (north to south)

82430080.120

DERMATOGLYPHICS LLC
915 EAST SCENIC DR
PASS CHRISTIAN MS 39571
Land Value: 27,750.00
Improvements: 0
Total Value 4,163.00
Tax Amount: 666.00

82430080.130

DERMATOGLYPHICS LLC
11295 EAST TAYLOR RD
GULFPORT MS 39503
Land Value: 233,790.00
Improvements: 570,288.00
Total Value 120,612.00
Tax Amount: 19,311.00

82430080.050

ENNIS NELL S & KANDOLA PINKY
P O BOX 1358
ESCATAWPA MS 39552
Land Value: 243,080.00
Improvements: 00
Total Value 36,462.00
Tax Amount: 5,837.00

Parcel D

82430110.000

THREE W MS GEN PARTNERSHIP
FOUNTAINBLEAU PROPERTY
PO BOX 66
VICKSBURG MS 39181
Land Value: 1,620.00
Improvements: 0
Total Value 244.00
Tax Amount: 40.00

Property Link

JACKSON COUNTY, MS

Current Date 9/18/2023

Tax Year 2022
Records Last Updated 9/18/2023

PROPERTY DETAIL			
OWNER	ROBERTS CARRIE J ET AL		ACRES : 19.91
	4513 RADIO RD		LAND VALUE : 2406
			IMPROVEMENTS : **NA**
	OCEAN SPRINGS MS 39564		TOTAL VALUE: 2406
			ASSESSED : 361

PARCEL 82430100.050

ADDRESS 4416 HWY 57

TAX INFORMATION			
YEAR	TAX	PAID	BALANCE
2022	DUE		
COUNTY	19.23	19.23	0.00
CITY	15.52	15.52	0.00
SCHOOL	24.10	24.10	0.00
TOTAL	58.85	58.85	0.00

A Print Fee May Apply, Contact County
For Total.

LAST PAYMENT 12 / 27 /
DATE 2022

MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL COM SEC N 1605 TO POB W 1077.3		
HOMESTEAD CODE	None	3	
TAX DISTRICT	5860	N26*W46.75 W34.4 NLY 852.7 ALG	
PPIN	065455	E	
SECTION	30	/M HWY S83*E32.3 N10*E15 S83*E	
TOWNSHIP	7	4	
RANGE	7	4.68 N65*E89.57 S81*E79.54 S41	
		*	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

Parcel A

Jackson County Mississippi

Powered by:
Delta Computer Systems, Inc.

Property Link JACKSON COUNTY, MS

Current Date 9/18/2023

Tax Year 2022
Records Last Updated 9/18/2023

PROPERTY DETAIL			
OWNER	KLP TOULON APARTMENTS LP	ACRES : 5.88	
	1603 LBJ FREEWAY STE 800	LAND VALUE : 92973	
		IMPROVEMENTS : **NA**	
	DALLAS TX 75234	TOTAL VALUE: 92973	
		ASSESSED : 13946	

PARCEL 82430080.100

ADDRESS 4508 HWY 57

TAX INFORMATION			
YEAR	TAX DUE	PAID	BALANCE
2022			
COUNTY	702.32	702.32	0.00
CITY	599.68	599.68	0.00
SCHOOL	930.90	930.90	0.00
TOTAL	2232.90	2232.90	0.00

A Print Fee May Apply, Contact County
For Total.

LAST PAYMENT 1 / 27 /
DATE 2023

MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL	BEG	NEC SE1/4 S 237.31'S 43* W
HOMESTEAD CODE	None	3	
TAX DISTRICT	5860	94.45'N 7*E318.03'N 82*W 123.6	
PPIN	082524	2	
SECTION	30	N 15* E 45.59'N 82*W 81.71'S 1	
TOWNSHIP	7	3*	
RANGE	7	W 205.69'N 80*W 321.82'N 2* E	
		1	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

Parcel B

Jackson County Mississippi

Powered by:
Delta Computer Systems, Inc.

Property Link JACKSON COUNTY, MS

Current Date 9/18/2023

Tax Year 2022
Records Last Updated 9/18/2023

PROPERTY DETAIL			
OWNER	M & Y PROPERTY LLC	ACRES : 5.10	
	5930 RIVERGROVE BEND DR	LAND VALUE : 177120	
		IMPROVEMENTS : **NA**	
	HUMBLE TX 77346	TOTAL VALUE: 177120	
		ASSESSED : 26568	

PARCEL 82430050.100

ADDRESS HWY 57

TAX INFORMATION			
YEAR	TAX	PAID	BALANCE
2022	DUE		
COUNTY	1337.96	1337.96	0.00
CITY	1142.42	1142.42	0.00
SCHOOL	1773.41	1773.41	0.00
TOTAL	4253.79	4253.79	0.00

A Print Fee May Apply, Contact County
For Total.

LAST PAYMENT 12 / 30 /
DATE 2022

MISCELLANEOUS INFORMATION			
EXEMPT CODE		LEGAL	COM SE COR SE1/4 NE1/4 N 89 DE
HOMESTEAD CODE	None	G	
TAX DISTRICT	5860		W 692.82' TO POB N 28* E 860.7
PPIN	065445	4'	
SECTION	30		N 89* W 290.27' TO E/M HWY 57
TOWNSHIP	7	S	
RANGE	7		28* W 758.84' S 25* W 99.50'
		S	

Book Page

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
	NO TAX SALES FOUND	

[Back](#)

Parcels C

Jackson County Mississippi

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Delta Computer Systems, Inc.

Property Link JACKSON COUNTY, MS

Current Date 9/18/2023 Tax Year 2022
Records Last Updated 9/18/2023

PROPERTY DETAIL	
OWNER DERMATOGLYPHICS LLC	ACRES : 3.46
915 EAST SCENIC DR	LAND VALUE : 27753
PASS CHRISTIAN MS 39571	IMPROVEMENTS : **NA**
	TOTAL VALUE: 27753
	ASSESSED : 4163

PARCEL 82430080.120

ADDRESS HWY 57

TAX INFORMATION	
YEAR 2022 TAX DUE PAID	BALANCE
COUNTY 209.65	209.65 0.00
CITY 179.01	179.01 0.00
SCHOOL 277.88	277.88 0.00
TOTAL 666.54	666.54 0.00

A Print Fee May Apply, Contact County
For Total.

LAST PAYMENT 1 / 1 /
DATE 2023

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL COM SEC SECT 30 N 1460' TO POB
HOMESTEAD CODE None	W
TAX DISTRICT 5860	1004.24' N 26 DEG W 162.42' E
PPIN 065453	1
SECTION 30	077.43' S 145' TO POB DB 1990-
TOWNSHIP 7	67
RANGE 7	9 (3 MAP779.30-04)

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date By
	NO TAX SALES FOUND	

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Jackson County Mississippi

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Property Link JACKSON COUNTY, MS

Current Date 9/18/2023 Tax Year 2022
Records Last Updated 9/18/2023

PROPERTY DETAIL	
OWNER ENNIS NELL S & KANDOLA PINKY	ACRES : 4.30
P.O BOX 1358	LAND VALUE : 243080
ESCATAWPA MS 39552	IMPROVEMENTS : **NA**
	TOTAL VALUE: 243080
	ASSESSED : 36462

PARCEL 82430080.050

ADDRESS HWY 90

TAX INFORMATION	
YEAR 2022 TAX DUE PAID	BALANCE
COUNTY 1836.23	1836.23 0.00
CITY 1567.87	1567.87 0.00
SCHOOL 2433.84	2433.84 0.00
TOTAL 5837.94	5837.94 0.00

A Print Fee May Apply, Contact County For
Total.

LAST PAYMENT 1 / 31 /
DATE 2023

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL COM N/M U S HWY 90 & E LINE SE
HOMESTEAD CODE None	C
TAX DISTRICT 5860	30 N 300' M/L W 808.80' S 168.
PPIN 065448	7.
SECTION 30	TO N/M HWY 90 SE ALG HWY BACK
TOWNSHIP 7	T
RANGE 7	O POB DB 1171-579 (1 Map779.30

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date By
	NO TAX SALES FOUND	

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Jackson County Mississippi

Powered by
Delta Computer Systems, Inc.

Property Link JACKSON COUNTY, MS

Current Date 9/18/2023 Tax Year 2022
Records Last Updated 9/18/2023

PROPERTY DETAIL	
OWNER DERMATOGLYPHICS LLC	ACRES : 4.03
11295 EAST TAYLOR RD	LAND VALUE : 233786
GULFPORT MS 39503	IMPROVEMENTS : 570293
	TOTAL VALUE: 804079
	ASSESSED : 120612

PARCEL 82430080.130

ADDRESS 6510 HWY 90

TAX INFORMATION	
YEAR 2022 TAX DUE PAID	BALANCE
COUNTY 6074.02	6074.02 0.00
CITY 5186.32	5186.32 0.00
SCHOOL 8050.85	8050.85 0.00
TOTAL 19311.19	19311.19 0.00

A Print Fee May Apply, Contact County
For Total.

LAST PAYMENT 2 / 1 /
DATE 2023

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL COM SEC SECT 30 N 1016.11' TO
HOMESTEAD CODE None	N
TAX DISTRICT 5860	M HWY 90 N 303.89' TO POB N89*
PPIN 065454	W
SECTION 30	803.76' S 158.75' N79*W 56.96
TOWNSHIP 7	-
RANGE 7	N76*W 5.73' N36*W 479.08' N4*E

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date By
	NO TAX SALES FOUND	

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Parcel D

Jackson County Mississippi

Powered by:
Delta Computer Systems, Inc.

Property Link JACKSON COUNTY, MS

Current Date 9/18/2023

Tax Year 2022
Records Last Updated 9/18/2023

PROPERTY DETAIL		
OWNER	THREE W MS GEN PARTNERSHIP	ACRES : 21.49
	FOUNTAINBLEAU PROPERTY	LAND VALUE : 1660
	PO BOX 66	IMPROVEMENTS : **NA**
	VICKSBURG MS 39181	TOTAL VALUE: 1660
		ASSESSED : 249

PARCEL 82430110.000

ADDRESS HWY 90

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	13.91	13.91	0.00
CITY	10.71	10.71	0.00
SCHOOL	16.62	16.62	0.00
TOTAL	41.24	41.24	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT 2 / 6 /
DATE 2023

MISCELLANEOUS INFORMATION		
EXEMPT CODE		LEGAL SE1/4 OF SE1/4 S/S HWY & SW1/4
HOMESTEAD CODE	None	O
TAX DISTRICT	3860	F SE1/4 E/S HWY 57 LESS 2.21 A
PPIN	065456	C
SECTION	30	IN NW COR DB 1079-552 (24 MAP7
TOWNSHIP	7	79
RANGE	7	.30-04)

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[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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EXHIBIT B - Public Notice

***Tax Increment Financing Plan
Highway 57 Medical Arts Facility, Hotel, and Retail Development
Gautier, Mississippi
April 2024***

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on the 7th Day of May, 2024, at 6:30 P.M. in the meeting room of the Mayor and City Council of the City of Gautier, Mississippi (the "City") in the City Hall building located at 3330 Highway US-90, Gautier, Mississippi, on the matter of the *Tax Increment Financing Plan Highway 57 Medical Arts Facility, Hotel, and Retail Development Gautier, Mississippi April 2024* (the "TIF Plan"), for consideration by the Mayor and City Council who proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan for the City of Gautier, Mississippi, September 2010 (the "Redevelopment Plan"), and further to designate the project described in the TIF Plan as appropriate for redevelopment and tax increment financing.

The general scope of the TIF Plan is a proposal that the City, acting on behalf of itself and with the participation of similar debt instruments in one or more series in an amount not to exceed Seven Million Dollars (\$7,000,000) for a term not to exceed fifteen (15) years ("TIF Bonds") in order to provide funds necessary to provide reimbursement for the cost of the construction of various qualified infrastructure improvements in connection with the construction of a cardiac ambulatory surgical center, a medical complex, hotel, restaurants and retail establishments, and townhomes in the City (the "Project"), including, but not limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, improving, relocation or rehabilitation of drainage improvements, applicable wetland mitigation expenses, roadways, bridges, culverts, curbs and gutters, applicable wetland mitigation expenses, walkways, sidewalks, on-site public and private parking, paving and other related parking lot improvements; fire protection, installation and relocation of electrical lines, lighting, and signalization; landscaping of rights-of way; purchasing land for any of the foregoing purposes; and related architectural and engineering fees, and attorneys' fees; TIF Plan preparation fees, TIF Bond issuance costs, applicable FEMA requirements for special designated flood hazard areas, capitalized interest, and other related soft costs. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare.

The TIF Bonds shall be secured by a pledge of the City's incremental increase in ad valorem tax revenues on real and personal property generated from and as a result of the Project and a portion of the City's incremental increases in sales tax revenues originating in the TIF District, and generated from the Project and rebated to the City, and any other security that is authorized by the Sections 21-45-1 *et. seq.* Mississippi Code of 1972, as amended (the "TIF Act"). Provided, however, the amount of the City's sales tax increment pledged for security purposes may, in the sole discretion of the City, be agreed to under the terms of a development and reimbursement agreement subject to the limitations of the TIF Plan and consistent with the TIF Act. **The TIF Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales taxes set forth above and as more described in the TIF Plan.**

Construction of the Project and payment of the TIF Bonds issued to construct the Project will be paid as hereinabove set forth **and will not require an increase in any kind, or type of taxes** within the City.

The TIF Act authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of tax increment financing.

Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Gautier, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act.

Witness my signature and seal, this the 16th day of April 2024.

s/ Casey Vaughn., Mayor for the City of Gautier, Mississippi

[SEAL]

Please publish one (1) time in the legal notice section of the *Sun Herald* on, or before April 26, 2024

Send Proof of Publication and Invoice to:

**Teresa L. Montgomery
(228) 497-8000
City Clerk, City of Gautier
3330 US Highway 90
Gautier, MS 39553**

Send copy of Proof of Publication to:

**Urban Development Toolbox, LLC
7600 Joe Fountain Road
Ocean Springs, MS 39564
Phone: (601) 301-8500
lleyens@yahoo.com**

and

**Butler Snow, LLP
Attn: Sue Hicks Fairbank
1020 Highland Colony Parkway
Suite 1400
Ridgeland, MS 39157
Sue.Fairbank@butlersnow.com**

86028441.v4

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: April 16, 2024
Title: Approval of Minutes from the Regular Council Meeting held April 2, 2024

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held April 2, 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	☐
☐		☐		☐		☐		☐	

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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 April 2 2024 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 April 16, 2024.

Tuesday
April 2, 2024
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 April 2, 2024 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 2, 2024 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. City of Gautier's Earth Day Celebration will be Friday, April 19th, starting at 9:00am until 3:00pm at Shepard State Park's Welcome Center.**
- 2. Tasty Thursday will be April 25th, starting at 11am at the former Singing River Mall Property.**

IV. Presentation Agenda

- 1. Child Abuse Awareness Month**

V. Business Agenda

- 1. Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2023.**

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

2. Authorization to acquire an easement along the Bonderer property

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

3. Approval of the Docket of Claims

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

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

- 1. Approval of Minutes from Recessed Council Meeting held March 19, 2024**
- 2. Annual Renewal of the Contract with Singing River Services for the Life Care Plus Program**
- 3. Approval for Gautier Police Department to use official uniforms, weapons, and vehicles for off-duty security employment at The Sound Amphitheatre**
- 4. Approval of a Memorandum of Understanding (MOU) with the Mississippi Wireless Communication Commission for the Mississippi Interoperability Channel Plan (MICP)**
- 5. Approval of a Memorandum of Understanding (MOU) for permanent use between the Mississippi Wireless Communication Commission and the Gautier Police Department**
- 6. Approval to allow Seymour Engineering to act as authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Fairway Boat Launch and Pier project**
- 7. Authorization to submit a grant application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and Gautier Fire Department**
- 8. Acceptance of the Certificate of Substantial Completion for the Town Commons Park Phase II Amphitheater Project**
- 9. Approval of a Non-Exclusive Use Agreement with P360 Performance Sports for Gautier's Youth Baseball and Softball fields including adjacent facilities at Buddy Davis Park**
- 10. Request to waive rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Community Skill Building Outreach Initiative**
- 11. Approval of the contract amendment for the Disaster Debris Removal Services to extend the contract to December 31, 2025**
- 12. Approval of the contract amendment for the Disaster Debris Monitoring Services to extend the contract to December 31, 2025**

13. Approval of the contract amendment for the Disaster Response Services and Supplies to extend the contract to December 31, 2025

14. Approval of water and sewer adjustments for March 2024 in the amount of \$22,787.39

15. Acceptance of the Certificate of Substantial Completion for the Town Commons Park Phase II B – Great Lawn Project Site Work and Utilities 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 April 16, 2024 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 following revisions:

1. Removal of Consent Agenda Items 15 and 16
2. Revised Certificate of Substantial Completion for Consent Agenda Item 15

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

Announcements

1. City of Gautier's Earth Day Celebration will be Friday, April 19th, starting at 9:00am until 3:00pm at Shepard State Park's Welcome Center.
2. Tasty Thursday will be April 25th, starting at 11am at the former Singing River Mall Property.

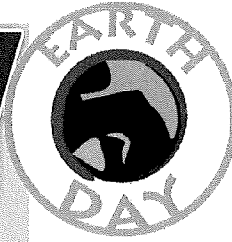
Presentation

1. Child Abuse Awareness Month
-

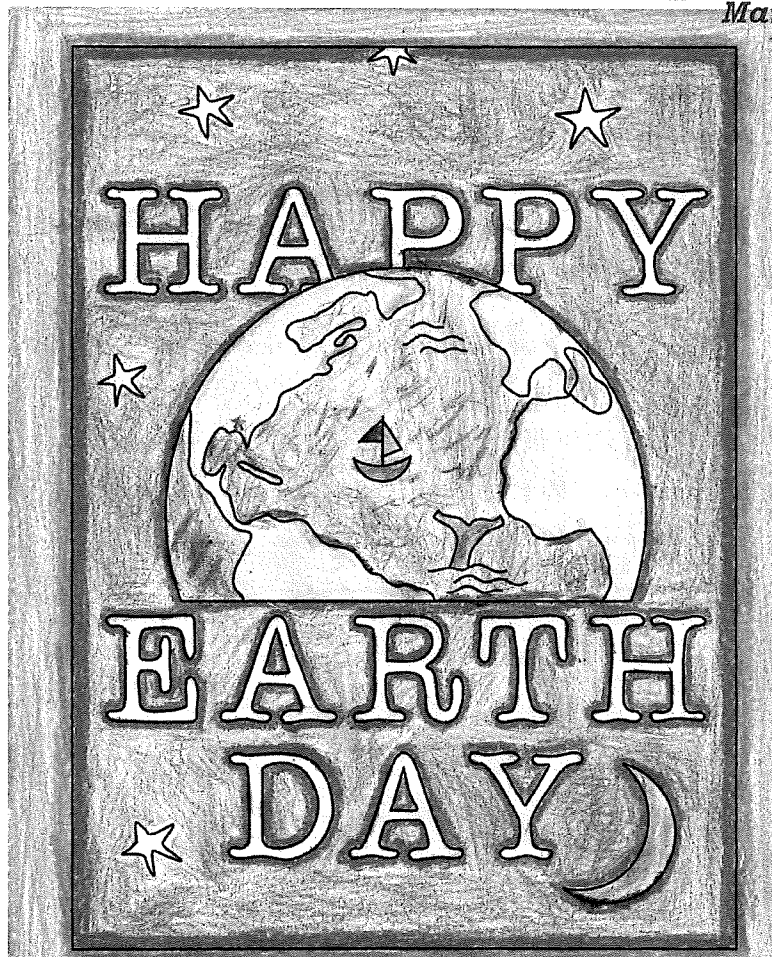
City of Gautier



EARTH DAY CELEBRATION!



*Art Work
Created By
Rosalie Foley
Martin Bluff Elementary*



Friday, April 19, 2024

Shepard State Park

9:00 am - 3:00 pm

Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Free park entry. Garden Club Plant Sell. Stop by the Welcome Center for Earth Day giveaways. (while supplies last)



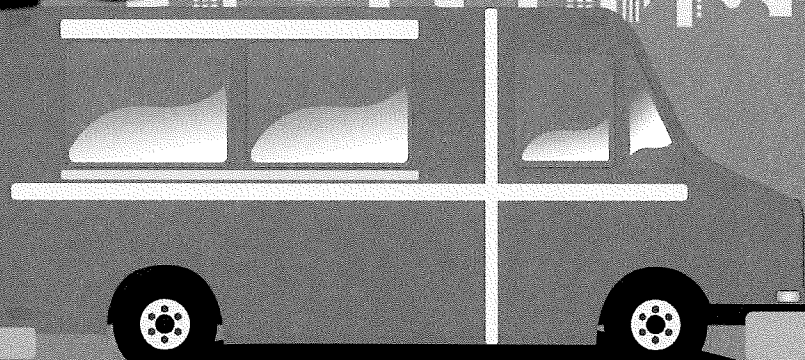
GAUTIER PRESENTS

TASTY THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**

**State of Mississippi
City of Gautier**

PROCLAMATION

A Proclamation recognizing Child Abuse Prevention and Awareness Month

WHEREAS, City of Gautier prides itself on giving back to the community, contributing to the quality of life among our citizens; and

WHEREAS, CASA of Southeast Mississippi, in association with the National Court Appointed Special Advocate (CASA) Association, speaks for the best interests of abused and neglected children who are involved in the juvenile courts; and

WHEREAS, more than 35,534 reports of maltreatment throughout the State of Mississippi are reported to suffer from some form of abuse or neglect each year; and

WHEREAS, of those, roughly 6,529 were substantiated investigations meaning at least one form of abuse or neglect was found; and

WHEREAS, in Jackson County, there were about 273 or more substantiated incidents of abuse, neglect and/or exploitation; and

WHEREAS, within our state, 81 children died according to the most recent federal numbers reported of abuse and neglect; and

WHEREAS, through a national effort, City of Gautier community members are encouraged to join together to raise awareness for those children that have fallen victim to abuse and neglect throughout the month of April; and

WHEREAS, this effort will give abused and neglected children in our community, and around the county, a chance for a safe and positive future.

NOW, THEREFORE, WE, the Mayor and City Council for the City of Gautier, Mississippi, by virtue of the authority vested in me, do hereby proclaim April 2024 as

CHILD ABUSE PREVENTION AND AWARENESS MONTH

In this city, and in doing so, urge all citizens to join in a national effort to raise awareness and help prevent child abuse and neglect.

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 2nd, day of April, 2024.

Mayor Casey Vaughan
City of Gautier, Mississippi

Councilman George made the motion to approve the Professional Services Agreement, as presented, with Wright, Ward, Hatten and Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2023. 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 513-2024

WHEREAS, the governing authorities of every municipality in the state shall have their books audited annually, prior to the close of the net succeeding fiscal year, either by a competent accountant approved by the State Auditor or by a certified public accountant in accordance with Miss Code Ann. § 21-35-31; and

WHEREAS, the firm of Wright, Ward, Hatten & Guel has offered to perform these services pursuant to the attached agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering this agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2023, is hereby authorized.

IT IS FURTHER ORDERED that the proposed audit will include the audit of all funds in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the corresponding Yellow Book standards and requirements and the Office of the State Auditor (OSA) guidelines, including Mississippi State Law and Regulations, and the Single Audit Act, as delineated in OMB Circular A-133.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 Rusty Anderson
 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 April 2, 2024.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE

CHARLENE KERKOW, CPA
SHARI L. BREEDEN, CPA
ROBERT D. FOREMAN, CPA

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS

TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPCPA.COM

March 25, 2024

To the Mayor, City Council and Management
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

We are pleased to confirm our understanding of the services we are to provide for the City of Gautier, Mississippi for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Gautier as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Gautier's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Gautier's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule – budget and actual
- 3) Schedule of the City's proportionate share of net pension liability
- 4) Schedule of the City's contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Gautier's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of surety bonds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements,

or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Elected officials
- 2) Organizational chart

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Improper revenue recognition.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gautier's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Gautier's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Gautier's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Gautier in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government

complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten & Guel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its

designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward, Hatten & Guel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Office of the State Auditor, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Sande Hentges, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$35,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Gautier, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Gautier and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier, Mississippi.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____

Councilman Colledge made the motion to acquire an easement along the Bonderer property for the appraised value, including expenditure of funds included in the transaction. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 514-2024

WHEREAS, in order to complete construction of utilities along the front of the former Singing River Mall site, Staff requests authority to acquire an easement along the Bonderer property; and

WHEREAS, Mississippi Code Annotated Section 21-17-1 authorizes a municipality to purchase real property for all proper municipal purposes; and

WHEREAS, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires the municipality to obtain an appraisal before the initiation of negotiations; and

WHEREAS, the City has obtained an appraisal of the parcel at issue, and the easement is valued at a fair market value of \$18,963.00; and

WHEREAS, the property owner has agreed to sell the easement for appraised value.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to move forward with acquiring the parcel for appraised value, including expenditure of funds included in the transaction.

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

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

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

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 April 2, 2024.

Councilman Colledge made the motion to acquire an easement along the Bonderer property for the appraised value, including expenditure of funds included in the transaction. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 514-2024

WHEREAS, in order to complete construction of utilities along the front of the former Singing River Mall site, Staff requests authority to acquire an easement along the Bonderer property; and

WHEREAS, Mississippi Code Annotated Section 21-17-1 authorizes a municipality to purchase real property for all proper municipal purposes; and

WHEREAS, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires the municipality to obtain an appraisal before the initiation of negotiations; and

WHEREAS, the City has obtained an appraisal of the parcel at issue, and the easement is valued at a fair market value of \$18,963.00; and

WHEREAS, the property owner has agreed to sell the easement for appraised value.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to move forward with acquiring the parcel for appraised value, including expenditure of funds included in the transaction.

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

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

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

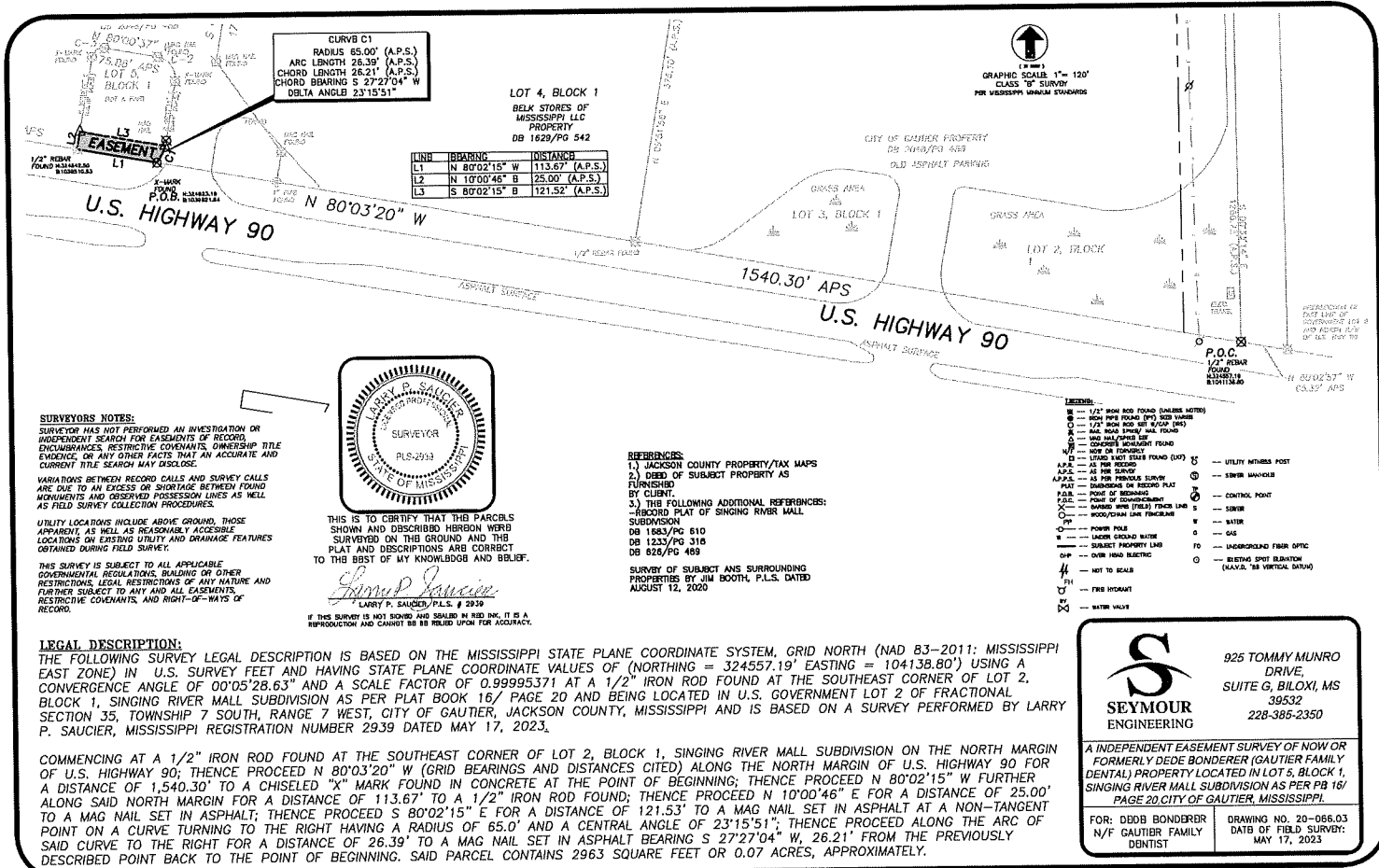
NAY: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2024.



Final Opinion of Market Values

Value Opinion	Land Area		Land PSF		% of Fee		Value
Value Whole Property - Before							
Land Area	17,206 SF	x	\$8.00 PSF	x	100%	=	\$137,648
Total							\$137,648
Remainder After							
Land Area	14,243 SF	x	\$8.00 PSF	x	100%	=	\$113,944
Land Encumbered (Easement)	2,963 SF	x	\$8.00 PSF	x	20%	=	\$4,741
Total							\$118,685
Value of Site Improvements							
Concrete Paving, Sod/Lawn, Brick Sign Base						=	\$20,810
Total							\$20,810
Compensation Summary							
Partial Acquisition (Easement)							\$18,963
Improvements							\$20,810
Damages (Remainder Before less Remainder After)							\$0
Cost to Cure							\$0
Total Compensation (01-05-24)							\$39,773

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

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

ORDER NUMBER 515-2024

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

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

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

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

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

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 April 2, 2024.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-606 001-092-606	241601	04/02/2024	03/19/2024	Description APR 2024 ACCT SOFTWARE MAINT APR 2024 PRIV LIC SW MAINT	Invoice # DHLMN13146 DHLMN13147	Date 03/15/2024 03/15/2024	P.O. Amount 470.00 195.00
001	GRAND VIEW SECURITY LLC Account Number 001-170-698	241605	04/02/2024	03/19/2024	Description REPR CALL: GM PIER CAMERAS	Invoice # 0314095181	Date 03/17/2024	P.O. Amount 275.00 275.00
001	COMM-TECH SOLUTIONS INC Account Number 001-090-698	241606	04/02/2024	03/19/2024	Description REPROGRAM EXTS: CODE ENF	Invoice # 17246	Date 03/13/2024	P.O. Amount 75.00 75.00
001	AGJ SYSTEMS & NETWORKS INC Account Number 001-092-606 001-092-606 001-092-606 001-092-606 001-092-606 001-092-606	241608	04/02/2024	03/21/2024	Description MAR 2024: MSP COMPLETE CARE MAR 2024: MS365 EXC (83) MAR 2024: MS365 BUS (35) MAR 2024: LITIGATN HOLD (18) MAR 2024: BACKUP SERVER (2) JUL 2023: NO INV BKUP SRVR(2)	Invoice # MSP-112793 112868 112868 112868 112893 105726	Date 04/01/2024 04/01/2024 04/01/2024 04/01/2024 04/01/2024 07/01/2023	P.O. Amount 6,200.00 415.00 472.50 54.00 600.00 600.00
001	LAWN CARE NEAR ME LLC Account Number 001-201-679 001-201-679	241618	04/02/2024	03/22/2024	Description HWY 90 SHOULDER MAINT CREDIT ON ACCOUNT	Invoice # INV-000177 INV-000177	Date 03/22/2024 03/22/2024	P.O. Amount 180.00 900.00 -720.00
001	GLOBALSTAR Account Number 001-092-605	241631	04/02/2024	03/25/2024	Description MONTHLY SERVICE	Invoice # 0067136011	Date 03/16/2024	P.O. Amount 102.77 102.77
001	DEPT PUBLIC SAFETY Account Number 001-100-699	241632	04/02/2024	03/25/2024	Description ANALYTICAL FEES (FEB 2024)	Invoice # 90142613	Date 03/08/2024	P.O. Amount 60.00 60.00
001	AT&T Account Number 001-100-699	241633	04/02/2024	03/25/2024	Description NCIC LINE MONITORING	Invoice # 2284970262	Date 03/14/2024	P.O. Amount 38.41 38.41
001	SPARKLIGHT Account Number 001-100-699	241635	04/02/2024	03/25/2024	Description MAR 2024: CBL BOX 118476316	Invoice # 03082024	Date 03/08/2024	P.O. Amount 62.38 62.38
001	SPARKLIGHT Account Number 001-100-699	241636	04/02/2024	03/25/2024	Description MAR 2024:POLICE 107718371	Invoice # 03082024	Date 03/08/2024	P.O. Amount 127.95 127.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	241637	04/02/2024	03/25/2024			89.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	LEXMARK C4150:BASE FEE	INV6812412	03/06/2024			38.00	
	001-100-699	RICO IM C2500:BASE FEE	INV6812412	03/06/2024			37.55	
	001-100-699	LEXMARK C4150:COLOR	INV6812412	03/06/2024			13.50	
001	RJ YOUNG COMPANY LLC	241638	04/02/2024	03/25/2024			470.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	GSHZ00-01 RENTAL FEE	INV6822618	03/13/2024			470.88	
001	FUELMAN	241643	04/02/2024	03/25/2024			4,137.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP66116946	03/18/2024			104.69	
	001-100-525	UNL FUEL	NP66116946	03/18/2024			3,002.35	
	001-161-525	UNL&DSL FUEL	NP66116946	03/18/2024			437.65	
	001-170-525	UNL FUEL	NP66116946	03/18/2024			489.14	
	001-205-525	UNL&DSL FUEL	NP66116946	03/18/2024			103.68	
001	FUELMAN	241647	04/02/2024	03/26/2024			4,260.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP66143641	03/25/2024			69.88	
	001-100-525	UNL FUEL	NP66143641	03/25/2024			3,140.90	
	001-161-525	UNL&DSL FUEL	NP66143641	03/25/2024			546.38	
	001-170-525	UNL&DSL FUEL	NP66143641	03/25/2024			437.51	
	001-205-525	DSL FUEL	NP66143641	03/25/2024			65.57	
001	SINGING RIVER PAINT & BODY	241656	04/02/2024	03/26/2024			4,998.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-638	REPR V#36383: FY 23 CLAIM	136383	03/25/2024			4,998.26	
001	RJ YOUNG COMPANY LLC	241667	04/02/2024	03/27/2024			488.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FKN100-01 RENTAL FEE	INV6829003	03/18/2024			216.47	
	001-100-699	ADMIN FEE	INV6829003	03/18/2024			8.00	
	001-100-699	MP C2504EX USAGE:COLOR	INV6829003	03/18/2024			263.96	
001	SINGING RIVER ELECTRIC COOPERATIVE	241668	04/02/2024	03/27/2024			676.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	BROWN FD 95237002	03152024	03/21/2024			406.27	
	001-161-631	MARTIN BLUFF FD 58380001	03172024	03/22/2024			189.71	
	001-201-629	SIGNAL LIGHTS 17546	03172024	03/22/2024			39.02	
	001-092-631	CITY LIMIT SIGN 17546	03172024	03/22/2024			41.07	
001	SINGING RIVER ELECTRIC COOPERATIVE	241672	04/02/2024	03/28/2024			9,636.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	03182024	03/25/2024			7,055.45	
	001-092-631	CITY HALL 10054	03182024	03/25/2024			754.49	
	001-170-631	FRAZIER PARK 10054	03182024	03/25/2024			62.53	
	001-170-631	SENIOR BLDG 10054	03182024	03/25/2024			199.17	
	001-170-631	CITY PARK 10054	03182024	03/25/2024			231.96	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	241672	04/02/2024	03/28/2024			9,636.03	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	CENTRAL PD 10054		03182024	03/25/2024			272.19
	001-092-631	MAINT SHOP 10054		03182024	03/25/2024			266.84
	001-092-631	HWY 90 SIGN 10054		03182024	03/25/2024			35.91
	001-201-629	SIGNAL LIGHTS 10054		03182024	03/25/2024			757.49
001	SINGING RIVER PAINT & BODY	241678	04/02/2024	03/27/2024			13,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-706	INSTL PATROL UNIT MODEM (28)		13450	03/22/2024	240223		9,100.00
	001-100-706	INSTL PATROL UNIT CAMERA (9)		13450	03/22/2024	240223		4,050.00
	001-100-706	SHOP SUPPLIES		13450	03/22/2024	240223		300.00
001	AIRGAS USA LLC	241680	04/02/2024	03/27/2024			675.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	MIG GUN PRO 250M153035 250A		9147891362	03/14/2024	240613		366.62
	001-205-588	WIRE MIG ER70S-6.035"P/3 (11)		9147891362	03/14/2024	240613		60.06
	001-205-588	NOZZLE MIG 22-50 1/2 ADJUST		9147891362	03/14/2024	240613		9.28
	001-205-588	WHL COMBO 4.5X1/8X5/8 (3)		9147891362	03/14/2024	240613		21.09
	001-205-588	HOSE 1/4X50 TWN WELD GR R		9147891362	03/14/2024	240613		117.04
	001-205-588	AIRGAS HAZMAT CHARGE		9147891362	03/14/2024	240613		25.22
	001-205-588	DISC FLAP 4.5X5/8-11 TY 27(3)		9147891363	03/14/2024	240613		58.38
	001-205-588	AIRGAS HAZMAT CHARGE		9147891363	03/14/2024	240613		18.14
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	241681	04/02/2024	03/27/2024			15.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	5X7 PLAQUE: PAROL ART DONATN		2403100	03/22/2024	240643		15.00
001	CITY ELECTRIC SUPPLY CO	241687	04/02/2024	03/27/2024			1,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-616	HPS 1000W S52 5-TAP (4)		FAS/093912	03/07/2024	240489		1,100.00
001	SPORTABOUT	241689	04/02/2024	03/27/2024			4,424.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	BASEBALL/SOFTBALL JERSEY (79)		11225	03/20/2024	240549		1,738.00
	001-170-503	BASEBALL/SOFTBALL PANTS (79)		11225	03/20/2024	240549		1,106.00
	001-170-503	UNIFORM BELT (79)		11225	03/20/2024	240549		474.00
	001-170-503	UNIFORM SOCK (79)		11225	03/20/2024	240549		395.00
	001-170-503	UNIFORM ADJ CAP W/LETTER (79)		11225	03/20/2024	240549		711.00
001	GRAFIX SHOPPE	241690	04/02/2024	03/27/2024			474.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	HELMET PATCH (2)		155345	02/14/2024	240416		30.00
	001-100-638	SHIPPING		155345	02/14/2024	240416		22.99
	001-100-570	POLICE GOLD LTRS 24"X5 (4)		156136	03/22/2024	240591		140.00
	001-100-570	GAUTIER GOLD LETTERS (2)		156136	03/22/2024	240591		60.00
	001-100-570	POLICE GOLD LTRS 15"X3.5 (2)		156136	03/22/2024	240591		60.00
	001-100-570	GAUTIER POLICE GOLD LTRS (2)		156136	03/22/2024	240591		70.00
	001-100-570	6" TALL BADGE (2)		156136	03/22/2024	240591		60.00
	001-100-570	EST SHIPPING: ATV DECALS		156136	03/22/2024	240591		31.43

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LINK CORPORATION	241692	04/02/2024	03/27/2024			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	ART TRACE/DESIGN: PRJ 104893	24-24174	03/14/2024	240597		35.00	
001	VIRTUAL DOXX CORPORATION	241693	04/02/2024	03/27/2024			1,603.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	PROP EVID BARCODE LABEL(2500)	24-0034	03/01/2024	240527		1,575.00	
	001-100-559	SHIPPING	24-0034	03/01/2024	240527		28.14	
001	DANA SAFETY SUPPLY	241694	04/02/2024	03/27/2024			275.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	GJ M500 DVR SYSTEM (11)	883343	12/08/2023	240173		275.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	241695	04/02/2024	03/27/2024			5,180.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	POLY TROUSER #8650T (19)	29809	03/18/2024	240370		1,234.81	
	001-100-535	PIGGYBACK STRIPING (17)	29809	03/18/2024	240370		204.00	
	001-100-535	BLAUER LS ZIP SHIRT 8600 (5)	29809	03/18/2024	240370		320.00	
	001-100-535	BLAUER SS SHIRT 8610 (13)	29809	03/18/2024	240370		767.00	
	001-100-535	FLX TACTICAL PANT 8666 (9)	29809	03/18/2024	240370		711.00	
	001-100-535	FLX BASE SHIRT 8362 (11)	29809	03/18/2024	240370		649.00	
	001-100-535	FLX LS BASE SHIRT 8361 (15)	29809	03/18/2024	240370		960.00	
	001-100-535	PORT CORE JACKET J317 (2)	29809	03/18/2024	240370		90.00	
	001-100-535	OM DELUXE SAFETY VEST	29809	03/18/2024	240370		34.99	
	001-100-535	REFL RAIN JACKET MED 3654	29809	03/18/2024	240370		47.99	
	001-100-535	EMBROIDERY (4)	29809	03/18/2024	240370		32.00	
	001-100-535	SHIPPING	29809	03/18/2024	240370		75.00	
	001-100-535	POLY TROUSER 2286	29809	03/18/2024	240370		54.99	
001	AMAZON CAPITAL SERVICE	241696	04/02/2024	03/27/2024			576.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-559	EXT CORD 50FT 250V HD	1G16XVNVJ3Y	03/12/2024	240601		79.99	
	001-100-570	VLV SPRING CMPSRR(2): CHRGRS	S77F9NCXHR	03/15/2024	240612		71.76	
	001-170-577	WHT ATH FIELD PAINT CS/12 (2)	1NWNTYLVJ7	03/15/2024	240621		149.90	
	001-100-559	USB FLASH DRIVE 1900GB (3)	1C9FTWG1JD	03/01/2024	240541		89.97	
	001-100-559	SANDISK 256GB MEMORY CARD (4)	1C9FTWG1JD	03/01/2024	240541		104.80	
	001-100-559	EVIDENCE PAPER BAG MED (2)	1C9FTWG1JD	03/01/2024	240541		80.00	
001	AGJ SYSTEMS & NETWORKS INC	241698	04/02/2024	03/27/2024			181.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-559	MONITOR 24IN VIEWSONIC	111650	01/30/2024	240376		181.99	
001	SITEONE LANDSCAPE SUPPLY LLC	241699	04/02/2024	03/27/2024			1,533.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-520	BROWN MULCH 2CU FT BAG (288)	1383565991	03/25/2024	240495		1,073.66	
	001-170-639	RED MULCH 2CU FT BAG (144)	1383565991	03/25/2024	240495		459.94	

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001	DOCTOR CLEAN CARPET TILE CARE Account Number 001-100-635	241700	04/02/2024	03/27/2024	Invoice # 00001337	Date 03/23/2024	P.O. 240575	560.40 Amount 560.40
001	SINGING RIVER PAINT & BODY Account Number 001-100-638	241701	04/02/2024	03/28/2024	Invoice # 630955	Date 03/13/2024	P.O. 240603	208.40 Amount 208.40
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	241705	04/02/2024	03/27/2024	Invoice # 9032	Date 03/26/2024	P.O.	12,370.00 Amount 12,370.00
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	241706	04/02/2024	03/27/2024	Invoice # 9033	Date 03/26/2024	P.O.	7,500.00 Amount 7,500.00
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	241707	04/02/2024	03/27/2024	Invoice # 9036	Date 03/26/2024	P.O.	7,500.00 Amount 7,500.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER Account Number 001-100-514	241708	04/02/2024	03/27/2024	Invoice # 246954	Date 02/21/2024	P.O.	79.20 Amount 79.20
FUND TOTAL	1 Claims to	Checks	37 Total	92,427.66	Manual	Held	Total	92,427.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	GOTTFRIED CONSTRUCTION LLC Account Number 003-721-713	241655	04/02/2024	03/26/2024			135,538.99	
		Description		Invoice #	Date	P.O.	Amount	
		LS UPGRADES: STORED MATS		3	03/25/2024		135,538.99	
FUND TOTAL	3 Claims	to	Checks	1 Total	135,538.99	Manual	Held	Total 135,538.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	AMAZON CAPITAL SERVICE	241697	04/02/2024	03/27/2024			486.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	RM DECK BOX 74 GAL (2)		1QLVWYFHLK	03/21/2024	240642		200.80
	004-510-559	RM COMM LAUNDRY CART (2)		1QLVWYFHLK	03/21/2024	240642		286.08
FUND TOTAL	4 Claims	to	Checks	1 Total	486.88 Manual	Held	Total	486.88

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	REEVES COMPANY INC	241691	04/02/2024	03/27/2024			1,005.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	MODEL YD PLATE (35)		489978	03/18/2024	240599		539.35
	156-100-799	MODEL #69 NAME PLATE (35)		489978	03/18/2024	240599		453.25
	156-100-799	SHIPPING		489978	03/18/2024	240599		12.44
FUND TOTAL	156 Claims	to	Checks	1 Total	1,005.04 Manual		Held	Total 1,005.04

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	241640	04/02/2024	03/25/2024			14,798.92	
	Account Number 172-350-650	Description LIBRARY SUPPORT		Invoice # MAR 2024	Date 03/21/2024	P.O.	Amount	14,798.92
FUND TOTAL 172 Claims to		Checks	1 Total	14,798.92	Manual	Held	Total	14,798.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	241604	04/02/2024	03/19/2024			702.20	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	176-170-699		HOSTING FEE MAR 2024	4058	03/15/2024		52.20	
	176-170-699		SHOPPING CART	4058	03/15/2024		300.00	
	176-170-699		WEBSITE MAINT 02/15-03/14/24	4058	03/15/2024		350.00	
176	COCA COLA BOTTLING CO UNITED INC	241629	04/02/2024	03/25/2024			62.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	176-170-541		CS 200Z SPRITE (1)	4048213607	03/22/2024		31.00	
	176-170-541		CS 200Z BARQS ZERO (1)	4048213607	03/22/2024		31.00	
176	SPARKLIGHT	241641	04/02/2024	03/25/2024			214.39	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	176-170-699		APR 2024: SSP 132698937	03202024	03/20/2024		214.39	
176	FOSTERS A/C & HEATING INC	241677	04/02/2024	03/27/2024			741.95	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	176-170-635		MV THERMOSTAT-INSTL LOCKBOX	V62823	03/08/2024	240523	741.95	
176	CUPIT SIGNS OF MISSISSIPPI INC	241688	04/02/2024	03/27/2024			224.95	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	176-170-559		METAL SIGN 12X18(5):HONOR BOX	36197F	03/14/2024	240608	224.95	
FUND TOTAL 176 Claims to		Checks	5 Total	1,945.49	Manual	Held	Total	1,945.49

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC	241703	04/02/2024	03/27/2024			13,760.00	
	Account Number 177-176-762	Description		Invoice #	Date	P.O.	Amount	
		ENG DESIGN/BIDDING 70%		9031	03/26/2024		13,760.00	
FUND TOTAL 177 Claims	to	Checks	1 Total	13,760.00	Manual	Held	Total	13,760.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT	241607	04/02/2024	03/19/2024			225,659.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	250-680-801	PRN PMT: S2018 REV BOND		05012024	03/15/2023		165,000.00	
	250-680-811	INT PMT: S2018 REV BOND		05012024	03/15/2023		60,659.38	
FUND TOTAL 250 Claims	to	Checks	1 Total	225,659.38	Manual	Held	Total	225,659.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	241652	04/02/2024	03/26/2024			96,729.75	
	Description			Invoice #	Date	P.O.	Amount	
	AMPHITHEATER CONST 100%			14	03/25/2024			96,729.75
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-778	241653	04/02/2024	03/26/2024			560,415.98	
	Description			Invoice #	Date	P.O.	Amount	
	GREAT LAWN SITE WORK 99%			8	03/22/2024			560,415.98
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-777	241654	04/02/2024	03/26/2024			95,412.50	
	Description			Invoice #	Date	P.O.	Amount	
	CONCRETE WORK: INC PLAYGRND			8	03/22/2024			95,412.50
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	241702	04/02/2024	03/27/2024			24,825.00	
	Description			Invoice #	Date	P.O.	Amount	
	TO #7: ENG/ARC DESIGN 90%			9030	03/26/2024			24,825.00
FUND TOTAL 304 Claims	to	Checks	4 Total	777,383.23	Manual		Held	Total 777,383.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	241704	04/02/2024	03/27/2024			18,265.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	362-600-762	TOPOGRAPHIC SURVEY 100%		9035	03/26/2024		8,000.00	
	362-600-762	ENG DESIGN 5%		9035	03/26/2024		10,265.00	
FUND TOTAL 362 Claims	to	Checks	1 Total	18,265.00	Manual	Held	Total	18,265.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	241585	04/02/2024	03/15/2024			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		03112024	03/11/2024		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		03112024	03/11/2024		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		03112024	03/11/2024		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		03112024	03/11/2024		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		03112024	03/11/2024		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		03112024	03/11/2024		9,665.99	
400	MPI GO BOND S2019 CONSTRUCTION FUND	241600	04/02/2024	03/19/2024			165,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR DMR WIRE: FUND 304		03192024	03/19/2024		165,500.00	
400	2018-2019 BOND DEBT SERVICE FUND	241602	04/02/2024	03/19/2024			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2024: 2018 BOND DS		04012024	04/01/2024		24,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	241603	04/02/2024	03/19/2024			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2024: 2019 BOND DS		04012024	04/01/2024		32,000.00	
400	COG DEPOSITORY ACCOUNT	241626	04/02/2024	03/25/2024			130,308.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	FEB 2024 GARBAGE PMTS		02292024	02/29/2024		130,308.03	
400	MS DEPT REVENUE MOTOR VEH LICENSING	241627	04/02/2024	03/25/2024			192.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	GOVT VEHICLE TAG (16)		03192024	03/19/2024		192.00	
400	JACKSON COUNTY UTILITY AUTHORITY	241628	04/02/2024	03/25/2024			223,406.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	APR 2024 TREATMENT CHGS		2496	04/01/2024		223,406.00	
400	COG DEPOSITORY ACCOUNT	241630	04/02/2024	03/25/2024			1,005.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR DMR WIRE: FUND 171		03212024	03/21/2024		1,005.00	
400	AT&T	241634	04/02/2024	03/25/2024			98.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	03/14/2024		98.99	
400	RJ YOUNG COMPANY LLC	241639	04/02/2024	03/25/2024			191.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE		INV6822440	03/13/2024		166.49	
	400-650-698	IM C4500 USAGE: B/W		INV6822440	03/13/2024		6.21	
	400-650-698	IM C4500 USAGE: COLOR		INV6822440	03/13/2024		18.36	

Docket of Claims
Release date from 04/02/2024 thru 04/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN LINC	241642	04/02/2024	03/25/2024			86.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	MAR 2024 SERV CHGS	264989	03/01/2024			86.76	
400	FUELMAN	241644	04/02/2024	03/25/2024			238.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP66116946	03/18/2024			238.99	
400	SINGING RIVER ELECTRIC COOPERATIVE	241645	04/02/2024	03/25/2024			2,851.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	CARTER RD WTR 109812001	03152024	03/21/2024			31.18	
	400-651-631	LIFT STNS 20649	03152024	03/21/2024			1,398.81	
	400-651-631	LIFT STNS 28779	03152024	03/21/2024			111.55	
	400-651-631	LIFT STNS 20688	03122024	03/19/2024			275.27	
	400-651-631	SCHOONER WELL 20688	03122024	03/19/2024			1,034.26	
400	FUELMAN	241648	04/02/2024	03/26/2024			188.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP66143641	03/25/2024			188.01	
400	ANSER	241649	04/02/2024	03/26/2024			595.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	BASE RATE:03/14-04/09/24	277-031324	03/13/2024			585.00	
	400-650-698	PAPER INVOICE FEE	277-031324	03/13/2024			10.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	241669	04/02/2024	03/27/2024			5,831.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STATIONS 89627001	03172024	03/22/2024			79.83	
	400-651-631	LIFT STATIONS 89702001	03172024	03/22/2024			30.00	
	400-651-631	LIFT STATIONS 17881	03172024	03/22/2024			3,227.66	
	400-651-631	WATER WELLS 17881	03172024	03/22/2024			2,494.05	
400	SEYMOUR ENGINEERING PLLC	241671	04/02/2024	03/27/2024			1,135.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	JCUA SEWER FLOW REROUTE	9034	03/26/2024			225.00	
	400-650-603	INDIGO AVE DRAWINGS	9034	03/26/2024			420.00	
	400-650-603	BID OPENING: UTILITY FLEET	9034	03/26/2024			490.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	241674	04/02/2024	03/28/2024			10,595.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STNS 17882	03192024	03/26/2024			2,266.59	
	400-651-631	WATER WELLS 17882	03192024	03/26/2024			4,692.25	
	400-651-631	CITY HALL SOUTH 17882	03192024	03/26/2024			2,371.01	
	400-651-631	LIFT STNS 114260001	03192024	03/26/2024			1,265.81	
400	SINGING RIVER ELECTRIC COOPERATIVE	241675	04/02/2024	03/28/2024			3,025.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STNS 17883	03192024	03/26/2024			3,025.61	

Docket of Claims
Release date from 04/02/2024 thru 04/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REYNOLDS WHOLESALE CO	241676	04/02/2024	03/27/2024			260.39	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-510	MFB TOWELS CS	76438	03/15/2024	240622		24.95	
	400-650-510	VB PAPER TOWEL 30CS (2)	76438	03/15/2024	240622		69.90	
	400-650-510	WINDEX SPRAY 32OZ (4)	76438	03/15/2024	240622		21.16	
	400-650-510	PF LATEX GLOVE LG 100CT	76438	03/15/2024	240622		70.00	
	400-650-510	VB ANTIBAC HAND SOAP GAL(2)	76438	03/15/2024	240622		27.90	
	400-650-510	FUSION SPRAY (6)	76438	03/15/2024	240622		34.50	
	400-650-510	BLEACH GAL (3)	76438	03/15/2024	240622		11.98	
400	SOUTHERN PIPE & SUPPLY CO INC	241679	04/02/2024	03/27/2024			8,681.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-709	5/8X3/4 BLMJ DIRECT METER(64)	9136021-00	03/11/2024	240466		4,931.20	
	400-651-709	5/8X3/4 BLMJ DIRECT METER(50)	9212715-00	03/11/2024	240519		3,750.00	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	241682	04/02/2024	03/27/2024			1,327.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	VL3513 1.5HP MOTOR: OFF WELL	46480	03/18/2024	240605		779.00	
	400-651-582	1/3 HP ELEC MOTOR: ION PLANT	46488	03/25/2024	240638		548.09	
400	CONSOLIDATED PIPE & SUPPLY	241683	04/02/2024	03/27/2024			4,858.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	2.5 RED AUTO FLUSH HYDRANT	MS037763	03/20/2024	240610		2,375.00	
	400-651-581	2.5 YEL AUTO FLUSH HYDRANT	MS037763	03/20/2024	240610		2,275.00	
	400-650-500	BROOKS 8610005 LOCK KEY (3)	MS037728	03/19/2024	240628		208.50	
400	CENTRAL PIPE SUPPLY-JACKSON	241684	04/02/2024	03/27/2024			956.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	4" FERNCO PVC X PVC (2)	365689.001	03/11/2024	240582		17.16	
	400-651-581	1X1X 3/4 BRASS TEE (6)	365689.001	03/11/2024	240582		487.80	
	400-651-581	3/4 CORP STOP BRASS (4)	365689.001	03/11/2024	240582		219.12	
	400-651-581	3/4 BALL VALVE (6)	365689.001	03/11/2024	240582		123.30	
	400-651-581	3/4 CORP STOP BRASS (2)	365689.002	03/11/2024	240582		109.56	
400	BAY MOTOR WINDING INC	241685	04/02/2024	03/27/2024			12,560.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	REBUILD MOTOR: WHITEWOOD LS #2	0128653	03/18/2024	240509		2,365.00	
	400-651-584	REBUILD MOTOR: WHITEWOOD LS #1	0128654	03/18/2024	240510		2,365.00	
	400-651-584	REBUILD PUMP: GUILLOTTEVILLE	0128677	03/18/2024	240521		2,365.00	
	400-651-584	SEAL PLATE	0128677	03/18/2024	240521		865.00	
	400-651-584	IMPELLER	0128677	03/18/2024	240521		625.00	
	400-651-584	REBUILD PUMP: FISH HAWK	0128678	03/18/2024	240522		2,365.00	
	400-651-584	NEW IMPELLER	0128678	03/18/2024	240522		625.00	
	400-651-584	MACHINE WORK	0128678	03/18/2024	240522		510.00	
	400-651-584	100FT MINI FLOATS TYPE P (5)	0128810	03/27/2024	240606		375.00	
	400-651-584	EST FREIGHT	0128810	03/27/2024	240606		100.00	

Docket of Claims
Release date from 04/02/2024 thru 04/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	241686	04/02/2024	03/27/2024			122.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	BLUE 1" 3-RING BINDER (4)		3561661519	03/09/2024	240589		20.36
	400-650-500	#64 RUBBER BANDS (2)		3561661525	03/09/2024	240589		2.96
	400-650-500	HP 206X BLK HY TONER		3561661525	03/09/2024	240589		99.65
FUND TOTAL 400 Claims	to	Checks	26 Total	673,442.92	Manual	Held	Total	673,442.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	PUCKETT RENTS	241709	04/02/2024	03/28/2024			188,046.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	401-651-702	CAT 305 07A EXCAVATOR		1029290000	03/22/2024	240644		83,281.49
	401-651-702	CAT 305 07A 3 YR EXTEND WARRANT		1029290000	03/22/2024	240644		564.00
	401-651-702	CAT 306 07A EXCAVATOR		1029328000	03/22/2024	240644		103,480.99
	401-651-702	CAT 306 07A 3 YR EXTEND WARRANT		1029328000	03/22/2024	240644		720.00
FUND TOTAL 401 Claims	to	Checks	1 Total	188,046.48	Manual	Held	Total	188,046.48

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	37 Total	92,427.66 Manual	Held	Total	92,427.66
FUND 3 Claims	to	Checks	1 Total	135,538.99 Manual	Held	Total	135,538.99
FUND 4 Claims	to	Checks	1 Total	486.88 Manual	Held	Total	486.88
FUND 156 Claims	to	Checks	1 Total	1,005.04 Manual	Held	Total	1,005.04
FUND 172 Claims	to	Checks	1 Total	14,798.92 Manual	Held	Total	14,798.92
FUND 176 Claims	to	Checks	5 Total	1,945.49 Manual	Held	Total	1,945.49
FUND 177 Claims	to	Checks	1 Total	13,760.00 Manual	Held	Total	13,760.00
FUND 250 Claims	to	Checks	1 Total	225,659.38 Manual	Held	Total	225,659.38
FUND 304 Claims	to	Checks	4 Total	777,383.23 Manual	Held	Total	777,383.23
FUND 362 Claims	to	Checks	1 Total	18,265.00 Manual	Held	Total	18,265.00
FUND 400 Claims	to	Checks	26 Total	673,442.92 Manual	Held	Total	673,442.92
FUND 401 Claims	to	Checks	1 Total	188,046.48 Manual	Held	Total	188,046.48
Total for all Funds			Checks	80 Total	2,142,759.99 Manual	Held	Total 2,142,759.99

Councilman Colledge made the motion to approve consent agenda items 1-15, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 516-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-15 are hereby approved.

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

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

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

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 April 2, 2024.

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

ORDER NUMBER 517-2024

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 March 19, 2024 are hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **Councilman George**, 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 April 2, 2024.

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

ORDER NUMBER 518-2024

WHEREAS, Singing River Services has again offered to provide the services contained in the attached contract, as revised; and

WHEREAS, the Mayor and Council Members hereby find that entering this revised contract is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract, as revised, with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2024 thru April 15, 2025 is hereby approved.

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

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

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

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 April 2, 2024.

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2024 to April 15, 2025 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to LaKeisha Hill.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.
6. Limitation of Liability:
 - a. City of Gautier agrees to be responsible for the negligence or negligent acts of City of Gautier, its employees or agents. It is the intention of the parties hereto that Singing River Services will incur no cost or expenses as the result of the negligence and resulting damages of City of Gautier, its employees or agents in the performance of its obligations under this Agreement.
 - b. Singing River Services agrees to be responsible for the negligence or negligent acts of Singing River Services, its employees or agents. It is the intention of the parties hereto that Singing River Services will incur no cost or expenses as the result of the negligence and resulting damages of Singing River Services, its employees or agents in the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2024.

SINGING RIVER SERVICES:
Tax ID Number 64-0650708

BY: _____
Beth Fenech
Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

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

ORDER NUMBER 519-2024

WHEREAS, the Chief of Police has requested for the Gautier Police Department to use their official uniforms, weapons, and vehicles for off-duty security employment at The Sound Amphitheater; and

WHEREAS, per the agreement between the City of Gautier and 46 Entertainment, 46 Entertainment will hire Gautier Police Officers to work security and traffic control measures; and

WHEREAS, the City Manager will approve on an employee-by-employee basis for each event held at the Sound Amphitheater; and

WHEREAS, according to MS Code Ann 17-25-11, County boards of supervisors, municipal governing authorities, and the Department of Public Safety are authorized to allow off-duty law enforcement officers to use public uniforms, weapons, and official vehicles in performance of certain private security duties; and

WHEREAS, the Mayor and Council hereby find that use of official uniforms, weapons, and vehicles for off-duty security employment at The Sound Amphitheater promotes the public interest.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that allowing the Gautier Police Department to use official uniforms, weapons, and vehicles for off-duty security employment at The Sound Amphitheater is hereby approved.

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

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

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: March 22, 2024
Subject: Approval of Police Official Uniforms, Weapons and Vehicles for Off-Duty Security Employment

REQUEST:

The Chief of Police is requesting City Council's approval for police officers to use official uniforms, weapons and vehicles for off-duty security employment at the Sound Amphitheater.

BACKGROUND:

State Statute 17-25-11 allows for municipal governing authorities and the chief executive to approve the use of official uniforms, weapons and vehicles for police officers to use for off-duty secondary employment. Requirements are approval should be made on an employee-by-employee basis. In addition, the proposed employment is not likely to bring disrepute to the employing jurisdiction or its law enforcement agency, the officer at issue, or law enforcement generally, and that the use of the official uniform, weapon and vehicle in the discharge of the officer's private security endeavor promotes the public interest. Also required is hold harmless the employing jurisdiction and fully indemnify the employing jurisdiction for any expense or loss, including attorney's fees and any damage to the official vehicle, which results from any action taken against the employing jurisdiction arising out of the acts or omissions of the officer in discharge of private security services while wearing the official uniform or using the official weapon or vehicle. The city has already entered into an agreement with 46 Entertainment that includes these requirements. 46 Entertainment will be hiring Gautier police officers to work security and traffic control for their events.

DISCUSSION:

The Chief of Police is seeking Mayor and Council's approval to allow the City Manager to approve on an employee-by-employee basis for each event held at the Sound Amphitheater by 46 Entertainment, the use of official police uniforms, weapons, and vehicles.

RECOMMENDATION:

The Chief of Police recommends the Mayor and Council approve police officers to use official uniforms, weapons and vehicles for off-duty security employment at the Sound Amphitheater.

ATTACHMENT:

State Statute 17-25-11

Miss. Code Ann. § 17-25-11

Copy Citation

Current through the 2023 Regular Session including changes and corrections authorized by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

Mississippi Code 1972 Annotated Title 17. Local Government; Provisions Common to Counties and Municipalities (Chs. 1 — 29) Chapter 25. General Provisions Relating to Counties and Municipalities (§§ 17-25-1 — 17-25-39)

§ 17-25-11. County boards of supervisors, municipal governing authorities and the Department of Public Safety authorized to allow off-duty law enforcement officers to use public uniforms, weapons, and official vehicles in performance of certain private security duties.

(1) Certified law enforcement officers or certified part-time law enforcement officers, as defined in Section 45-6-3, who are employed by a county, municipality or the Department of Public Safety may wear the official uniform and may utilize the official firearm and the official vehicle issued by the employing jurisdiction while in the performance of private security services in off-duty hours. The governing authority of a municipality must approve of such use of the uniform, official weapon and vehicle by municipal law enforcement officers by act spread upon the minutes of such board and approved by the chief executive. The sheriff of a county must approve such use of the uniform, official weapon and vehicle by deputy sheriffs. The Commissioner of the Department of Public Safety must approve such use of the uniform, official weapon and vehicle by officers of the department. Approval shall be on an employee-by-employee basis and not by general order. Any proceedings regarding application or approval and the minutes regarding same shall be a public record.

(2) Each governing board and chief executive, sheriff or the Commissioner of the Department of Public Safety shall determine before the use of the official uniform, weapon and vehicle is approved that the proposed employment is not likely to bring disrepute to the employing jurisdiction or its law enforcement agency, the officer at issue, or law enforcement generally, and that the use of the official uniform,

weapon and vehicle in the discharge of the officer's private security endeavor promotes the public interest.

(3)

(a) Acts and omissions of an officer in discharge of private security employment shall be deemed to be the acts and omissions of the person or entity who hires or enters into any independent contractual service agreement with an officer for the private security services, and not the acts and omissions of the employing jurisdiction whose uniform, weapon and vehicle are approved for the private security use.

(b) The person or entity, and the person's or entity's insurer, who hires or enters into any independent contractual service agreement with an officer for private security services shall:

(i) Hold harmless the employing jurisdiction and fully indemnify the employing jurisdiction for any expense or loss, including attorney's fees and any damage to the official vehicle, which results from any action taken against the employing jurisdiction arising out of the acts or omissions of the officer in discharge of private security services while wearing the official uniform or using the official weapon or vehicle; and

(ii) Name the employing jurisdiction as a named insured on its general liability and automobile liability policies for at least the amount of recovery provided for in Section 11-46-15 for any damage to the official vehicle.

(c) If the person or entity, and the person's or entity's insurer, fails or refuses to endorse, indemnify and hold harmless the employing jurisdiction, the employing jurisdiction shall not approve the use of the official vehicle of the employing jurisdiction for private security services.

(d) Neither the state nor any subdivision thereof shall be liable for a claim or injury arising from the acts or omissions of an officer in the discharge of any private security employment duties under this section, including travel to and from private security employment duties in the official vehicle.

(4) Certified police officers performing private jobs during their off-duty hours are required to notify the appropriate law enforcement agency of the place of employment, the hours to be worked, and the type of employment.

(5) The official uniform, weapon and vehicle may be worn and utilized only at locations which are within the jurisdiction of the governmental entity whose uniform, weapon and vehicle are involved.

History

Laws, 2006, ch. 568, § 1, eff from and after passage (approved Apr. 24, 2006.); Laws, 2021, ch. 473, § 1, eff from and after July 1, 2021; Laws, 2023, ch. 543, § 1, eff from and after July 1, 2023.

Content Type: Statutes and Legislation

Terms: police off-duty

Narrow By: custom: custom **Sources:** Mississippi Code 1972 Annotated

Date and Time: Mar 21, 2024 05:59:47 p.m. EDT



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

ORDER NUMBER 520-2024

WHEREAS, the Gautier Police Department is requesting approval of the Memorandum of Understanding (MOU) with the Mississippi Wireless Communication Commission for the Mississippi Interoperability Channel Plan (MICP); and

WHEREAS, Section 25-53-171, Mississippi Code of 1972, establishes the Mississippi Wireless Communication Commission (WCC) to ensure critical personnel have effective communication services available in emergency situations; and

WHEREAS, this enabling legislation directs the Commission to implement a statewide wireless communications system for state and local governments that enables interoperability between various wireless communications technologies; and

WHEREAS, this Memorandum of Understanding establishes permissions and guidelines for use of interoperability P25 700 MHz or mutual-aid radio channels by local government jurisdictions and their associated emergency response agencies; and

WHEREAS, the current radios the Gautier Police Department meet interoperability requirements and no costs will be incurred by the City; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with the Mississippi Wireless Communication Commission 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 Understanding (MOU) between the Mississippi Wireless Communication Commission and the City of Gautier/Gautier Police Department is hereby approved.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: March 22, 2024
Subject: Approval of Memorandum of Understanding for Mississippi Interoperability Channel Plan (MICP) between the Mississippi Wireless Communication Commission and the Gautier Police Department.

REQUEST:

The Chief of Police is requesting the City Council's approval to enter into a Memorandum of Understanding with the Mississippi Wireless Communication Commission for the Mississippi Interoperability Channel Plan (MICP).

BACKGROUND:

Section 25-53-171, Mississippi code of 1972, establishes the Mississippi Wireless Communication Commission (WCC) to ensure critical personnel have effective communications services available in emergency situations. The enabling legislation specifically directs the Commission to implement a statewide wireless communications system for state and local governments that enables interoperability between various wireless communications technologies. In consultation with the Department of Information Technology Services, having the authority to permit state and local agencies use of the communications system under the terms and conditions established by the commission. Providing technical support to users and bearing the overall responsibility for the design, engineering, acquisition and implementation of the statewide communications system and for ensuring the proper operation and maintenance of all equipment common to the system. To establish in conjunction with the Department of Information Technology Services, policies, procedures and standards which shall be incorporated into a comprehensive management plan for the operation of the statewide communications system. The Commission is further tasked with the responsibility for approving all wireless communication purchases within the state and for setting forth rules and regulations governing these purchases.

DISCUSSION:

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability P25 700 MHz or mutual-aid radio channels by local government jurisdictions and their associated emergency response agencies. It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Mississippi Department of Public Safety and the Wireless Communication Commission. The current radios the Gautier Police Department have meet interoperability requirements and no costs will be incurred by the city by entering into a MOU with WCC.

RECOMMENDATION:

The Chief of Police recommends the Mayor and Council approve the Gautier Police Chief to enter into a Memorandum of Understanding with the Mississippi Wireless Communication Commission for the Mississippi Interoperability Channel Plan (MICP).

ATTACHMENT:

The Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

Mississippi Interoperability Channel Plan (MICP)

Mississippi Wireless Communication Commission

And

Gautier Police Department

(Federal Agency, State, or Local Jurisdiction, Emergency Organization)

Purpose

This Memorandum of Understanding (MOU) establishes permissions and guidelines for use of interoperability P25 700 MHz or mutual-aid radio channels by

- Local government jurisdictions and their associated emergency response agencies
- State agencies in Mississippi and their associated emergency response organizations
- Federal agency local units in Mississippi and their associated emergency response organizations
- Private sector emergency response organizations licensed or otherwise entitled to operate in the Public Safety Pool as defined in Part 90 of the FCC Rules (47CFR subpart B paragraphs 90.15-90.20).

It imposes certain protocols, procedures, and obligations upon jurisdictions hereby authorized to use state-licensed radio channels held by the Mississippi Department of Public Safety and the Wireless Communication Commission.

Authority

Execution of this agreement by state and local entities is authorized by the Mississippi Wireless Communication Commission. This MOU satisfies Federal Communications Commission Part 90 rules for extending license privileges to others by agreement.

Federal agencies are permitted access to interoperability channels as authorized by 47 CFR 2.102 (c) & 2.103. Federal agencies may execute this MOU and shall adhere to the attached guidelines.

Applicability

This MOU authorizes the use of certain radio frequencies and trunking talkgroups by emergency response organizations as defined by Department of Homeland Security (Office of Domestic Preparedness) and the Mississippi Emergency Management Agency. Generally, this includes organizations in the following governmental disciplines:

Emergency Management
Law Enforcement
Public Health
Governmental Administration
Public Works / Transportation

Public Safety Communications
Fire Departments
Health Care
Emergency Medical Services
Hazardous Materials

This MOU authorizes use of state-licensed frequencies for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en-route travel, or on-incident communications in accordance with an Incident Communications Plan.

Background

Section 25-53-171, Mississippi code of 1972, establishes the Mississippi Wireless Communication Commission to ensure critical personnel have effective communications services available in emergency situations. The enabling legislation specifically directs the Commission to implement a statewide wireless communications system for state and local governments that enables interoperability between various wireless communications technologies. In consultation with the Department of Information Technology Services, having the authority to permit state and local agencies use of the communications system under the terms and conditions established by the commission. Providing technical support to users and bearing the overall responsibility for the design, engineering, acquisition and implementation of the statewide communications system and for ensuring the proper operation and maintenance of all equipment common to the system. To establish in conjunction with the Department of Information Technology Services, policies, procedures and standards which shall be incorporated into a comprehensive management plan for the operation of the statewide communications system. The Commission is further tasked with the responsibility for approving all wireless communication purchases within the state and for setting forth rules and regulations governing these purchases.

Understandings

Mississippi Wireless Communication Commission will:

- Manage and maintain proper licenses for the use of the interoperability frequencies identified herein.
- Manage and maintain an accurate database of federal and state agencies and local government jurisdictions that have accepted and signed this MOU.
- Issue the talk group for the region the Jurisdiction is located and issue user ID's that will be used on the State's Licensed 700MHz trunking system.
- Monitor usage of the interoperability talk groups as defined in the MICP.

Jurisdiction will:

- Participate in regional communications planning that provides for regional radio communications interoperability.
- Manage use of the interoperability frequencies and talk groups by its employees, ensuring compliance with the *Mississippi Interoperability Channel Plan (MICP)* and federal/state/local laws, ordinances, and rules.
- Use the interoperability frequencies and talk groups authorized hereby for their intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en-route travel, or on-incident.

- Use the interoperability frequencies and talk groups for operational and en-route communications in accordance with local and regional policies and procedures.
- Use the interoperability frequencies and talk groups for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Incident Commander.
- Prioritize use of the interoperability frequencies and talk groups:
 - Emergency or urgent operation involving imminent danger to life or property
 - Disaster or extreme emergency operation requiring extensive interoperability and inter-agency communications.
 - Special event, generally of a pre-planned nature
 - Joint training exercises
 - Inter-agency and enroute communications
- Implement radio communications procedures consistent with the National Incident Management System (NIMS) and Incident Command System (ICS) including:
 - Use “plain language” without 10-codes or agency-specific codes/jargon.
 - Use the calling protocol: "Agency-Unit #, **this is** Agency-Unit #", rather than "Unit # **to** Unit #".

□□□□ Examples: "Brandon EMS 41, **this is** Hinds Fire 20" or "Incident Command, **this is** MHP CI"

- Ensure that mobile, portable, and temporary base radios intended for use by agency leadership (officers) are configured with the appropriate in-band interoperability frequencies and talk groups as found in the MCIP. This means that, as a minimum, the interoperable frequencies and trunking talk groups would be added to the day-to-day frequencies used by that entity as assigned.
- The assigned talk group special event channels would be a combination of the State Special Event groups and the Regional Special Event groups as from the table below. The Regional Special Event groups will be as defined in the attached map.
 - **State Special Event Common (ST SE-CMN):** digital P25 700MHz calling channel for use by emergency personnel statewide for a special event.
State Special Event 1 (ST SE-1): assigned by event coordinator
State Special Event 2 (ST SE-2): assigned by event coordinator
State Special Event 3 (ST SE-3): assigned by event coordinator
 - **Region 1 Special Event Common (R1 SE CMN):** digital P25 700 MHz common channel for use by emergency personnel in region 1 for special event.
Region 1 Special Event 1 (R1 SE-1): assigned by event coordinator
Region 1 Special Event 2 (R1 SE-2): assigned by event coordinator
Region 1 Special Event 3 (R1 SE-3): assigned by event coordinator
 - **Region 2 Special Event Common (R2 SE-CMN):** digital P25 700 MHz common channel for use by emergency personnel in region 2 for a special event.
Region 2 Special Event 1 (R2 SE-1): assigned by event coordinator
Region 2 Special Event 2 (R2 SE-2): assigned by event coordinator
Region 2 Special Event 3 (R2 SE-3): assigned by event coordinator

- **Region 3 Special Event Common (R3 SE-CMN):** digital P25 700 MHz
common channel for use by emergency personnel in region 3 for a special event.
Region 3 Special Event 1 (R3 SE-1): assigned by event coordinator
Region 3 Special Event 2 (R3 SE-2): assigned by event coordinator
Region 3 Special Event 3 (R3 SE-3): assigned by event coordinator
- **Region 4 Special Event Common (R4 SE-CMN):** digital P25 700 MHz
common channel for use by emergency personnel in region 4 for a special event.
Region 4 Special Event 1 (R4 SE-1): assigned by event coordinator
Region 4 Special Event 2 (R4 SE-2): assigned by event coordinator
Region 4 Special Event 3 (R4 SE-3): assigned by event coordinator
- **Region 5 Special Event Common (R5 SE-CMN):** digital P25 700 MHz
common channel for use by emergency personnel in region 5 for a special event.
Region 5 Special Event 1 (R5 SE-1): assigned by event coordinator
Region 5 Special Event 2 (R5 SE-2): assigned by event coordinator
Region 5 Special Event 3 (R5 SE-3): assigned by event coordinator
- **Region 6 Special Event Common (R6 SE-CMN):** digital P25 700 MHz
common channel for use by emergency personnel in region 6 for a special event.
Region 6 Special Event 1 (R6 SE-1): assigned by event coordinator
Region 6 Special Event 2 (R6 SE-2): assigned by event coordinator
Region 6 Special Event 3 (R6 SE-3): assigned by event coordinator
- **Region 7 Special Event Common (R7 SE-CMN):** digital P25 700 MHz
common channel for use by emergency personnel in region 7 for a special event.
Region 7 Special Event 1 (R7 SE-1): assigned by event coordinator
Region 7 Special Event 2 (R7 SE-2): assigned by event coordinator
Region 7 Special Event 3 (R7 SE-3): assigned by event coordinator
- **Region 8 Special Event Common (R8 SE-CMN):** digital P25 700 MHz
common channel for use by emergency personnel in region 8 for a special event.
Region 8 Special Event 1 (R8 SE-1): assigned by event coordinator
Region 8 Special Event 2 (R8 SE-2): assigned by event coordinator
Region 8 Special Event 3 (R8 SE-3): assigned by event coordinator
- **Region 9 Special Event Common (R9 SE-CMN):** digital P25 700 MHz
common channel for use by emergency personnel in region 9 for a special event.
Region 9 Special Event 1 (R9 SE-1): assigned by event coordinator
Region 9 Special Event 2 (R9 SE-2): assigned by event coordinator
Region 9 Special Event 3 (R9 SE-3): assigned by event coordinator

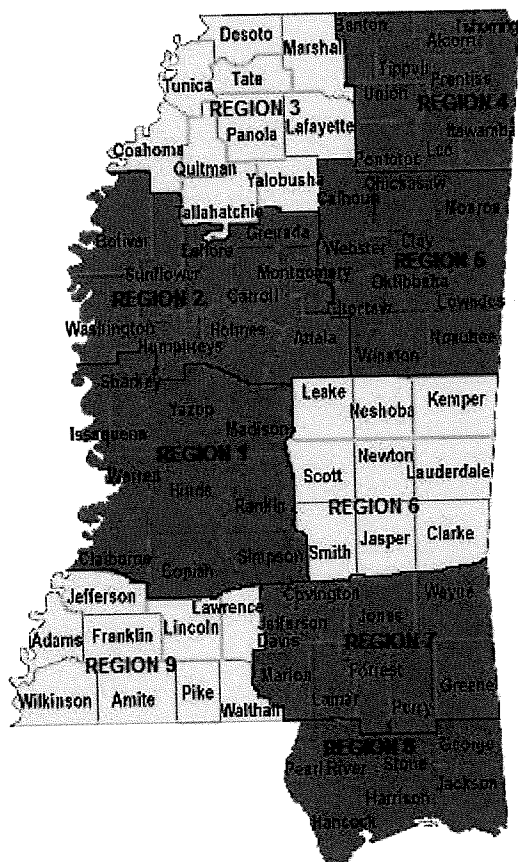
The State will also utilize the National NPSPAC 700MHz Conventional and 800Mhz conventional frequencies and channels. All mobile and portable units operating under this Plan must use the Channel Naming as outlined in the NPSTC Channel Naming Report. All mobile and portable units operating under this Plan and utilizing 800/700 MHz channels must be programmed for the Mandatory interoperability channels as specified in the State of Mississippi Tactical Interoperability Communications Plan as follows:

FCC 800 MHz NPSPAC Band (Post-Re-banding)				
FREQ / FCC CHANNEL (SUBSCRIBER LOAD)		BASE,MOBILE, OR FIXED (CONTROL)	ELIGIBILITY / PRIMARY USE	COMMON NAME
RECEIVE	TRANSMIT			
851.0125	806.0125	Fixed-Mobile	Any Public Safety Eligible	8CALL90
	SIMPLEX	Base-Mobile		8CALL90D
851.5125	806.5125	Fixed-Mobile	Any Public Safety Eligible	8CALL91
	SIMPLEX	Base-Mobile		8CALL91D
852.0125	807.0125	Fixed-Mobile	Any Public Safety Eligible	8CALL92
	SIMPLEX	Base-Mobile		8CALL92D
852.5125	807.5125	Fixed-Mobile	Any Public Safety Eligible	8CALL93
	SIMPLEX	Base-Mobile		8CALL93D
853.0125	808.0125	Fixed-Mobile	Any Public Safety Eligible	8CALL94
	SIMPLEX	Base-Mobile		8CALL94D

700 MHz INTEROPERABILITY CHANNELS				
FCC 700 MHz Public Safety Band				
* REGION 23 MANDATORY INTEROPERABILITY CHANNELS				
CHANNEL RECEIVE	CHANNEL TRANSMIT	BASE,MOBILE , OR FIXED (CONTROL)	ELIGIBILITY / PRIMARY USE	COMMON NAME
39-40	999-1000	Fixed-Mobile	Calling Channel *	7CALL50
	SIMPLEX	Base-Mobile		7CALL50D
119-120	1079-1080	Fixed-Mobile	General Public Safety Service *	7TAC55
	SIMPLEX	Base-Mobile		7TAC55D
319-320	1279-1280	Fixed-Mobile	Other Public Service *	7GTAC57
	SIMPLEX	Base-Mobile		7GTAC57D
303-304	1263-1264	Fixed-Mobile	Mobile Repeater (M03 Use Primary) *	7MOB59
	SIMPLEX	Base-Mobile		7MOB59D
681-682	1641-1642	Fixed-Mobile	Calling Channel *	7CALL70
	SIMPLEX	Base-Mobile		7CALL70D
761-762	1721-1722	Fixed-Mobile	General Public Safety Service *	7TAC75
	SIMPLEX	Base-Mobile		7TAC75D
937-938	1897-1898	Fixed-Mobile	Other Public Services*	7GTAC77
	SIMPLEX	Base-Mobile		7GTAC77D
881-882	1841-1842	Fixed-Mobile	Mobile Repeater (M03 Use Primary) *	7MOB79
	SIMPLEX	Base-Mobile		7MOB79D

The parties mutually agree:

- Jurisdiction and the Mississippi Wireless Communication Commission agree that their mutual interests will be furthered by continued coordination between the jurisdiction and the Mississippi Wireless Communication Commission.
- Jurisdiction understands and agrees that the assigned Special Event talk groups and frequencies are to be used only in an emergency or scheduled training exercise and not for normal day to day communications within their agency.
- Jurisdiction understands and agrees that the Special Event talk groups will NOT be patched to any other system or talk group without the prior approval of the Wireless Communication Commission.
- Jurisdiction and the Mississippi Wireless Communication Commission agree that the Special Event talk groups and the assigned Unit Id's will be controlled at all times by the Wireless Communication Commission.
- Jurisdiction and the Mississippi Wireless Communication Commission agree that this Memorandum of Understanding may be cancelled at any time, by written notice to the other party, or by subsequent agreements.



Agreement

This Memorandum of Understanding was agreed to by the duly authorized representatives of the Parties and is effective as of the latest date set forth below.

JURISDICTION

Jurisdiction Name:	Gautier Police Department
Jurisdiction Address:	3329 Highway 90
	Gautier, MS 39553

Number of mobile, portable, and/or temporary base radios to be operated under MSWIN licenses:

	Mobile	Portable	Base-Mobile Relay
700MHz			
800 MHz NPSPAC			

(This information is required by MSWIN as a condition of its licenses from the FCC.)

**MISSISSIPPI WIRELESS
COMMUNICATION COMMISSION**

JURISDICTION

By: _____

Printed Name: Karana Carroll

Title: Executive Director

Date: _____

By: _____

Printed Name: David Bever

Title: Chief of Police

Date: 3/22/2024

Interoperability MOU

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

ORDER NUMBER 521-2024

WHEREAS, the Gautier Police Department is requesting approval of the Memorandum of Understanding (MOU) for permanent use with the Mississippi Wireless Communication Commission; and

WHEREAS, the Mississippi Wireless Communication Commission has implemented the Mississippi Wireless Information Network (MSWIN), a 700 MHz digital trunked statewide wireless communications system, to serve wireless users in Mississippi state and local governments; and

WHEREAS, through Miss Code Ann. 25-53-171, Mississippi Legislature has authorized the WCC to enter into agreements among federal, state, and local agencies for the use of the MSWIN; and

WHEREAS, MSWIN will serve as a radio back-up network for the Gautier Police Department and allow for radio communication with State and Federal law enforcement agencies, at no cost to the City; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with the Mississippi Wireless Communication Commission 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 Understanding (MOU) for permanent use between the Mississippi Wireless Communication Commission and the City of Gautier/Gautier Police Department is hereby approved.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: March 22, 2024
Subject: Approval of Memorandum of Understanding for Permanent Use between the Mississippi Wireless Communication Commission and the Gautier Police Department.

REQUEST:

The Chief of Police is requesting the City Council's approval to enter into a Memorandum of Understanding for permanent use with the Mississippi Wireless Communication Commission.

BACKGROUND:

The Mississippi Wireless Communication Commission (WCC) has implemented the Mississippi Wireless Information Network (MSWIN), a 700 MHz digital trunked statewide wireless communications system, to serve wireless users in Mississippi state and local governments; and the Mississippi Legislature, through the adoption of Miss. Code Ann. § 25-53-171, has authorized the WCC to enter into agreements among federal, state and local agencies for the use of the MSWIN.

DISCUSSION:

The Gautier police department joining MSWIN benefits the community and department with expanded radio communications capabilities. The Jackson County 911 Commission is upgrading the current radio network, and each government entity is required to have their own radio back-up. MSWIN will serve as a radio back-up network for our department and allow for radio communication with State and Federal law enforcement agencies. The city will not incur any expenses for joining MSWIN.

RECOMMENDATION:

The Chief of Police recommends the Mayor and Council approve the Gautier Police Chief to enter into a Memorandum of Understanding for permanent use with the Mississippi Wireless Communication Commission.

ATTACHMENT:

The Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MISSISSIPPI WIRELESS COMMUNICATION COMMISSION
AND**

Gautier Police Department

(Federal Agency, State, or Local Jurisdiction, Emergency Organization)

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is entered into as of the Effective Date (as such term is defined in Article III hereof) between the **MISSISSIPPI WIRELESS COMMUNICATION COMMISSION** (the “**WCC**”), by and through its duly authorized representatives, and (“**JURISDICTION**”) by and through its duly authorized representatives.

W I T N E S S E T H:

WHEREAS, the Mississippi Legislature, through the adoption of Miss. Code Ann. § 25-53-171, established the WCC to promote the efficient use of public resources to ensure that all law enforcement personnel and essential public health and safety personnel have effective communications services available in emergency situations, and to ensure the rapid restoration of such communications services in the event of disruption caused by natural disaster, terrorist attack or other emergency; and

WHEREAS, the WCC is implementing the Mississippi Wireless Information Network (the “**MSWIN**”), a 700 MHz digital trunked statewide wireless communications system, to serve wireless users in Mississippi state and local governments; and

WHEREAS, the Mississippi Legislature, through the adoption of Miss. Code Ann. § 25-53-171, has authorized the WCC to enter into agreements among federal, state and local agencies for the use of the MSWIN; and

WHEREAS, JURISDICTION desires to use the MSWIN communications system for the **Jurisdiction’s** public safety and emergency response agencies; and

WHEREAS, the WCC and **JURISDICTION** (individually, “**Party**” and collectively, the “**Parties**”) desire to enter into this MOU to allow Jurisdiction to use the MSWIN for public safety purposes, to operate **JURISDICTION’s** portable, mobile, consolettes, or control stations, each a push-to-talk radio device but not including cellular telephones (collectively, “**PTT Devices**”) acquire new PTT Devices, and to use such PTT Devices on the MSWIN; and

WHEREAS, the WCC will issue system identification numbers and assist **JURISDICTION** with the design of a programming template allowing **JURISDICTION**'s PTT Devices to operate on the MSWIN.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. General Implementation and Administrative Relationship

A. The WCC shall:

1. Allow **JURISDICTION** PTT Devices to operate on the MSWIN for public safety purposes;
2. Authorize the purchase by **JURISDICTION** of PTT Devices and other equipment compatible with the MSWIN, pursuant to prices and terms contained within Exhibit G to that certain Turnkey Agreement between Motorola Solutions, Inc. and the Mississippi Department of Information Technology Services, as contracting agent for the WCC; provided, however, that **JURISDICTION** receives approval of the WCC and/or the WCC's Procurement Review Committee, if required by the WCC's Purchasing Guidelines and Procedures for Wireless Products and Services;
3. Provide network management as to the MSWIN, including monitoring, maintenance and repair of the MSWIN; and
4. Provide usage reports to **JURISDICTION** for its PTT Devices and activate or deactivate PTT devices, upon reasonable notice.

B. **JURISDICTION** shall:

1. Operate all PTT Devices only for purposes of public safety and in compliance with Federal Communications Commission and Wireless Communication Commission rules and regulations.
2. Upgrade any P25 compliant FDMA PTT Devices and other equipment operating on the MSWIN to P25 compliant TDMA devices within 36 months of the MSWIN initiating system-wide TDMA operation.
3. Upgrade any P25 TDMA capable PTT devices and other P25 TDMA capable equipment operating on the MSWIN to P25 TDMA compliant devices within 90 days of notification that MSWIN has initialized TDMA technology.

C. Communication Liaison Officer

JURISDICTION shall promptly designate an employee to serve as its Communication Liaison Officer (the “**Liaison Officer**”) to the WCC as to the MSWIN and the implementation of this MOU, and inform the WCC within ten (10) days of such designation of the identity. The **JURISDICTION** Liaison Officer will be responsible for obtaining authorization of template modifications, coordination of access for new PTT Devices used on the MSWIN, providing fleet mapping data to the WCC for record keeping, providing after-hour emergency telephone numbers, and attending MSWIN advisory board meetings necessary for the safe and efficient operation of the MSWIN. The WCC shall promptly designate an employee to serve as its Liaison Officer to **JURISDICTION** to the MSWIN and the implementation of this MOU, and inform **JURISDICTION** within ten (10) days of such designation.

D. MSWIN Design

The MSWIN is a 700 MHz trunked communication system designed for mobile coverage in ninety-seven percent (97%) of the geographic area of the State of Mississippi; provided, however, that PTT Device coverage may be less than ninety-seven percent (97%) of the geographic area of the State of Mississippi, and PTT Device users may experience limited or no coverage in certain buildings or other areas.

E. **JURISDICTION** Equipment

JURISDICTION may use only WCC-approved wireless equipment on the MSWIN, with such equipment to have authorized and validated serial numbers, talk groups and PTT Device identifications. The authorized list of equipment may be updated from time to time by the WCC and will be made available to **JURISDICTION**. Prior to programming any radio templates, **JURISDICTION** shall provide the WCC with a list of its radio equipment which shall include, without limitation, the manufacturer, model number and serial number of the item of equipment. Proposed radio template creations or modifications by **JURISDICTION** must be approved by the MSWIN Liaison Officer prior to implementation.

JURISDICTION shall operate, maintain and repair its communication system equipment in good working order at all times during the term of this MOU. **JURISDICTION** operation, maintenance and repair of its communication equipment shall meet or exceed all FCC and other applicable laws, rules and regulations, all applicable equipment manufacturer’s requirements and equipment manufacturer’s preventive maintenance recommendations, and shall maintain a

level of reliability equal to, or exceeding the existing standards of the MSWIN, or which may be adopted by the WCC from time to time.

If **JURISDICTION** detects a PTT Device unit coverage issue, **JURISDICTION** should first contact **JURISDICTION** service provider for an evaluation of the problem. If the service provider determines the problem does not originate from **JURISDICTION** PTT Device(s) or the installation and/or maintenance of the **JURISDICTION** equipment, **JURISDICTION** should notify and provide the details of such problem to the MSWIN Liaison Officer.

If the PTT Device unit coverage issue is not PTT Device-related, the MSWIN and **JURISDICTION** Liaison Officers will research the issue to determine a solution. The cost and expense of any equipment, services or infrastructure required to increase portable radio coverage will be the responsibility of **JURISDICTION**, and any additional equipment, services or infrastructure necessary to address such issue must be approved by the MSWIN Liaison Officer.

F. Operations, Repair and Maintenance of the MSWIN

The WCC agrees to use commercially reasonable efforts to maintain the MSWIN and its communication equipment in good working order at all times.

The WCC will encourage all public safety and general government agencies and other MSWIN operators to submit written system radio trouble reports to the WCC. The WCC shall investigate and, to the extent feasible, provide solutions in response to radio trouble reports. The WCC shall periodically report to **JURISDICTION** on the status and disposition of radio trouble reports provided by **JURISDICTION**.

G. Compliance with MSWIN Guidelines, Procedures and Protocols and Prohibition against Release of Sensitive Information

JURISDICTION shall comply with all MSWIN guidelines, procedures and protocols, and WCC regulations governing the operation and use of MSWIN. The release of the MSWIN system key, system and radio identifications, radio serial numbers, encryption key information, if applicable, and all other system-specific and proprietary information to unauthorized third parties is strictly prohibited without the prior written consent of the WCC Executive Officer.

JURISDICTION agrees to take appropriate corrective action against any of its employees who violate MSWIN standards, guidelines, procedures and protocols.

H. System Management

JURISDICTION shall comply with MSWIN management requirements in order to ensure the safe and efficient operation of the MSWIN for all users. The WCC shall be responsible for monitoring the use of all PTT Devices as part of MSWIN management. The WCC shall periodically report to **JURISDICTION** on the performance of its communications equipment on the MSWIN and shall immediately report on any system component or emergency service requirement.

I. Trained Personnel

JURISDICTION will not permit any of its employees or any other person, including volunteers, to use the MSWIN until such employee or other person has received adequate MSWIN user training.

J. Decision to Rebuild

In the event of a catastrophic event in which the MSWIN is materially damaged or destroyed, the WCC may, in its sole discretion, elect to rebuild, repair or abandon all or part of the damaged MSWIN. The WCC shall issue a written notice to **JURISDICTION** within thirty (30) days of any such catastrophic event. Within ninety (90) days of such event, the WCC shall notify **JURISDICTION** of its decision to rebuild, repair or abandon all or part of the damaged MSWIN.

II. Resolution of MSWIN Performance Issues

If any issue of inadequate or non-performance of the MSWIN arises, the Parties agree to attempt to resolve the issue through their respective Liaison Officers. The Liaisons shall consider all readily available information which is relevant to such inadequate or non-performance of the MSWIN and in good faith seek a mutually-agreeable solution. In the event the Liaisons cannot agree on a solution, such inadequate or non-performance of the MSWIN shall be referred to the WCC Executive Officer and **JURISDICTION** communication manager for resolution. If such issue(s) remains unresolved, the issue(s) shall be referred to the WCC Governance Committee for resolution. Either party dissatisfied with the resolution of the issue(s) by the WCC Governance Committee shall have the right to submit the issue(s) to the WCC for review and consideration.

III. Effective Date and Term

A. Effective Date

This MOU is effective the last date of execution by the Parties (the “**Effective Date**”).

B. Term

Subject to Article VI below, the initial Term of this MOU shall be five (5) years, commencing on the Effective Date. This MOU shall be automatically renewed for successive five (5) year renewal Terms unless either Party provides written notice to the other Party of its decision to not renew the Term of this MOU at least ninety (90) days prior to the expiration of the Term.

IV. **Modification**

The Parties may propose modifications or amendments to this MOU by providing written notice to the other Party. Such notice shall include a statement and summary of the purpose and reason for the modification or amendment. Any modification or amendment to this MOU shall become effective only upon approval and written execution by both Parties.

V. **Federal and State Licensing Requirements and Upgrades**

A. FCC Licenses

JURISDICTION shall have the right to use the frequencies licensed to the State and the WCC for the MSWIN, including all available channels for current and future use by and expansion of the MSWIN.

B. Upgrade Costs

The WCC currently utilizes the Motorola [7.x] platform for the MSWIN. In the event that the WCC elects to upgrade the MSWIN to the next platform, **JURISDICTION** shall be responsible for its own costs related to any upgrade of the MSWIN.

VI. **Termination**

A. Termination by Notice

This MOU will be subject to termination upon thirty (30) days written notice by either Party. In the event either Party terminates this MOU, or if either Party elects to not renew the Term of this MOU, neither Party shall be obligated to pay the other Party any costs, fees, or damages of any kind.

B. Termination Obligations

Upon termination of this MOU by either Party, any obligations of the other Party for maintenance or repair services or for upgrades shall cease.

C. Effect of Termination

In the event of termination, each Party agrees to use reasonable efforts to assist the other Party in separating into two independent wireless communication systems during the 30-day termination notice period, but shall have no obligation to pay any costs, fees, compensation or damages of any kind to the other party resulting from the termination. Notwithstanding the right of termination by either Party, **JURISDICTION** shall have the right to operate its PTT Devices on the MSWIN for a period of up to 180 days after the effective date of termination, during which period of time **JURISDICTION** agrees to use all reasonable efforts to migrate its PTT Devices to a non-MSWIN system.

VII. Notices

All notices given under this MOU shall be made in writing and delivered by (i) U.S. Mail, certified and return receipt requested, (ii) overnight courier with delivery receipt, or (iii) messenger with delivery receipt. All notices will be sent to the Parties as follows:

If to (County or City):

City of Gautier Police Department
Jurisdiction
Attention: Chief David Bever
3329 Highway 90
Gautier, MS 39553

If to WCC: Mississippi Wireless Communication Commission
Attention: Karana Carroll, Executive Director
412 East Woodrow Wilson Ave.
Mail Stop 6601
Jackson, MS 39216

VIII. General Terms

A. Confidentiality

All records generated as the result of **JURISDICTION** use of the MSWIN are considered public records, pursuant to the authority of the Mississippi Public Records Act of 1983. However, the WCC shall give reasonable notice to

JURISDICTION of any request for such records pursuant to Miss. Code Ann. § 25-61-9(1), to allow **JURISDICTION** to determine whether such records contain trade secrets or confidential or financial information.

B. Headings

The section headings in this MOU are inserted only for convenience and are not to be construed as part of this MOU or as a limitation of the scope of the particular section to which the heading refers. The Parties agree that this MOU should be fairly interpreted in accordance with its terms and conditions and not for or against either Party regardless of which Party was primarily responsible for the drafting of this MOU.

C. Severance Clause

If any provision of this MOU or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the MOU shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

D. Independent Entities

Each Party will perform its duties under this MOU as an independent entity. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this MOU will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This MOU will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

E. Waiver

Failure or delay by either Party to exercise a right or power under this MOU will not be a waiver of the future exercise of such right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

F. Severability

If a court of competent jurisdiction renders any part of this MOU invalid or unenforceable, that part will be severed and the remainder of this MOU will continue in full force and effect.

G. Entire Agreement

This MOU contains the entire and final agreement of the Parties and all prior negotiations and agreements are integrated and merged herein. Neither Party nor its agents has made any representations except those expressly set forth herein.

H. Compliance with all Applicable Laws

Each Party will comply with all applicable federal, state laws, WCC regulations and rules concerning the performance of this MOU or use of the MSWIN.

I. Governing Law

This MOU shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

IN WITNESS WHEREOF, duly authorized representatives of the Parties hereby execute and approve this Memorandum of Understanding effective as of the latest date set forth below:

**MISSISSIPPI WIRELESS
COMMUNICATION COMMISSION**

By: _____

Printed Name: Karana Carroll

Title: Executive Director

Date: _____

County or City MOU

JURISDICTION

By: _____

Printed Name: David Bever

Title: Chief of Police

Date: 3/22/2024

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

ORDER NUMBER 522-2024

WHEREAS, the Grants and Projects Department requests approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Fairway Drive Boat Launch and Pier Project; and

WHEREAS, on October 31, 2023, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for FY2024 Tidelands grant award in the amount of \$250,000 for the Fairway Drive Boat Launch and Pier Project; and

WHEREAS, the project is to remove and replace the existing boat launch and add a four-foot-wide finger pier that is approximately 75 feet along to the south side of the boat launch; and

WHEREAS, the Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Seymour Engineering is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Fairway Drive Boat Launch and Pier 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 Colledge**, seconded by **Councilman George**, and the following vote was recorded:

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: March 20, 2024
Subject: Fairway Drive Boat Launch and Pier Project – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application

REQUEST:

The Grants and Projects Department requests City Council approval to allow Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Fairway Drive Boat Launch and Pier project.

BACKGROUND:

On October 31, 2023, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for FY2024 Tidelands grant award 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) and add a four-foot-wide finger pier that is approximately 75 feet long to the south side of the boat launch. It will also explore the possibility of adding parking near the boat launch.

DISCUSSION:

The Mississippi Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Seymour Engineering to move forward with the permitting process that is necessary to complete this project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Fairway Boat Launch and Pier project.

The City Council may:

1. Approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Fairway Boat Launch and Pier project as presented; or
2. Not approve Seymour Engineering to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Fairway Boat Launch and Pier project as presented.

ATTACHMENT(S):

Agent Authorization Form



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Agent Authorization

I authorize the person(s) and/or company listed below to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Seymour Engineering

(name of agent)

Fairway Drive

(location of project)

925 Tommy Munro Drive, Suite G

(address)

Located in Gautier, Mississippi

Biloxi, MS 39532

(city, state, zip code)

Jackson County, Mississippi

(228) 385-2350 x113

(agent phone number)

Paula Yancey, City Manager

(print applicant name)

(applicant signature)

(date)

Do you want the permit mailed to the agent? ☒ Yes ☐ No

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

ORDER NUMBER 523-2024

WHEREAS, the Grants and Projects Department requests approval to submit an application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department for an armored vehicle and swift water rescue equipment for the Gautier Fire Department; and

WHEREAS, in FY2024, the Homeland Security Grant Program is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States; and

WHEREAS, the Mayor and Council Members find that submission of an application for such a grant is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of a grant application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department for an armored vehicle and swift water rescue equipment for the Gautier Fire Department is hereby authorized and approved.

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

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

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: March 25, 2024
Subject: Mississippi Office of Homeland Security FY24 Grant Application – Gautier Police and Fire Department

REQUEST:

The Grants & Projects Department requests City Council approval to submit applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and the Gautier Fire Department.

BACKGROUND:

In Fiscal Year (FY) 2024, the Homeland Security Grant Program is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

DISCUSSION:

The Grants and Projects Department requests City Council authorization to submit applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department for funding for an armored vehicle and the Gautier Fire Department for swift water rescue equipment.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council authorize the submission of the applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and Gautier Fire Department.

The City Council may:

1. Authorize submission of the application; or
2. Not authorize submission of the application.

ATTACHMENT(S):

Application

**MOHS FY24 Homeland Security Grant Program
Grant Application**

I. Agency Applicant Information

Date of Application

Name of Agency

Mailing Address

County of Agency

Agency Contact Name

Contact Phone Number

Contact Email Address

UEI Number

Congressional District

Cost Category		Source of Funds	
Contractual Services		Federal	
Equipment		State	\$0.00
Commodities/Supplies		Local	\$0.00
Training/Travel		Other	\$0.00
Other		Total	
Total of Grant			

The applicant agrees to operate the program outlined in this application with all provisions as included herein.

Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:

**MOHS FY24 Homeland Security Grant Program
Grant Application**

II. Problem Identification	
City of Agency	
County Name	
Number of Square Miles	
Number of Population	
Number of Staff working in Agency	
III. Jurisdiction's Top Terrorism Threat	
FEMA describes "threat" as a natural, technological or human caused occurrence, individual, entity or action that has or indicated potential to harm life information, operations the environment and/or property.	
Briefly describe the jurisdiction's top terrorism threat:	

IV. Jurisdictions Top Terrorism Hazard
FEMA Describes "Hazard" as something that is potentially dangerous or harmful, often the root cause of an unwanted outcomes.
Briefly describe the jurisdiction's top terrorism hazard:

V. Capability Gaps
Provide a description of any capability gap(s) which inhibits the jurisdiction's ability to Prevent, Protect, Mitigate, Respond and/or Recovery. Explain how you determined the capability gaps (i.e. a response to a real life event, an exercise, training event or threat assessment). Please address how utilization of existing state-wide assets (task forces, force protection units, bomb teams, etc.) may/may not mitigate the threats and hazards that have been identified.

**MOHS FY24 Homeland Security Grant Program
Grant Application**

VI. National Priority/Mission Area and Core Capabilities

Please mark which National Priority that the Agency will support with funding received.

☐ Cybersecurity	☐ Soft Targets/Crowded Places
☐ Information and Intelligence Sharing	☐ Community Preparedness
☐ Violent Extremism	☐ Election Security

Please describe how the funding will be used to support the National Priority.

Please mark which Mission Area that the Agency will support with funding received.

☐ Prevention	☐ Response
☐ Protection	☐ Recovery
☐ Mitigation	

Please mark which Core Capability that the Agency will support with funding.

☐ Community Resilience ☐ Environmental Response/Health and Safety ☐ Interdiction and Disruption ☐ Operational Communications ☐ Access Control and Identity Verification ☐ Fatality Management Services ☐ Intelligence and Information Sharing ☐ Long-term Vulnerability Reduction ☐ Physical Protective Measures ☐ Public Health and Medical Services ☐ Risk and Disaster Resilience Assessment ☐ Housing ☐ Infrastructure Systems ☐ Risk Management-Protection Programs/Activities ☐ Screening, Search, and Detection ☐ Natural and Cultural Resources	☐ Situational Assessment ☐ Threats and Hazard Identification ☐ Cybersecurity ☐ Mass Care Services ☐ Mass Search and Rescue Operations ☐ On-Scene Security and Protection ☐ Operational Coordination ☐ Planning ☐ Critical Transportation ☐ Forensics and Attribution ☐ Health and Social Services ☐ Public/Private Services and Resources ☐ Public Information and Warning ☐ Economic Recovery ☐ Supply Chain Integrity and Security
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**MOHS FY24 Homeland Security Grant Program
Grant Application**

VII. Grant Budget			
If approved for funding, all pay rates requested for reimbursement will be verified with the agency check stub and/or agency payroll documentation.			
I. Contractual Services			
Include a detailed assessment of contractual services within the program area in which you will be applying. Also, include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines. (Task Force, Operation Stonegarden, Training and Community Preparedness Grants Only). Contractual Services are for (1) Year-Period of Performance.			
Type of Contractual	Amount of Service/Amount per	Quantity of Service	Total
Total Contractual			
If approved for funding, all contractual services must be with the period of performance and copies of all contract will be provided.			
II. Equipment			
Please list the cost for each piece of equipment requested.			
All Equipment must be allowable, reasonable and must be essential to the project. All equipment must be on the FEMA Authorized Equipment List (AEL). Unallowable equipment: Guns, Ammunition, Uniforms, Patrol Vehicles, Body Cameras, and Drones. Agency should not request funding for the whole agency, but for a particular project. Equipment MUST be for Terrorism Based Programs and Activities. (See Guidance for More Information)			
AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			
AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			
AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			

**MOHS FY24 Homeland Security Grant Program
Grant Application**

AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			

AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			

AEL Number:		Discipline	
Cost of Equipment		Quantity	
Total Equipment Cost			
Item Description			
Total Equipment:	\$		

III. Commodities/Supplies

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also, include a cost estimate for all additional grant expenses (, gloves, traffic safety cones, flashlights, reflective safety vests, etc.). All expenses must be in accordance to current state and federal guidelines. Items are not identified as equipment.

Type of Commodity	Quantity	Cost Per Item	Total
Total Commodity Expense			

IV. Travel/Training

Include a detailed assessment of travel needs within the program area in which you will be applying. Also, include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines. (Task Force, Operation Stonegarden, Training and Community Preparedness Grants Only)

Type of Travel	Number of People	Cost	Total
Total Travel Expense			

If approved for funding, all travel and training reimbursements must include required MOHS documentation to include, but not limited to travel vouchers, receipts, agendas, etc.

**MOHS FY24 Homeland Security Grant Program
Grant Application**

V. Other Expenses			
Include a detailed assessment of additional needs within the program area in which you will be applying. Additional items listed in this category must have a detailed justification for requests.			
Type of Expense	Description	Cost	Total
Total Other Expenses.			

Total Amount of Grant Application Requested		
Total Amount of Grant Application Requested		

VIII. Prior Experience		
Please answer YES or NO to the Following Questions.		
	YES	NO
Has your agency received federal and/or state grants similar to the MOHS grant?		
Does your agency have at least three (3) years of receive federal grant funds? Does not have to be MOHS related.		
Has your agency received MOHS Grant funds within the past three (3) years?		
Does your agency use a property management system?		
Has your agency ever received any corrective actions from a Single Audit Report		
Has the agency administration remained unchanged during the 2023 grant year? For example, Chief, Sheriff, SGA, Program Staff.		

IX. NIMS Compliance Form
The National Incident Management System (NIMS) guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. As recipients and subrecipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at: https://www.fema.gov/emergencymanagers/nims/implementation-training
Under Executive Order #932, Mississippi established NIMS as the standard for incident management within the State. The U.S. Department of Homeland Security/Federal Emergency Management Agency guidance provides that accepting grant funding is conditioned upon NIMS compliance. This jurisdiction attests that we continue to strive toward NIMS compliance, as provided under federal and State NIMS guidance. This jurisdiction understands receiving and/or using U.S. Department of Homeland Security grant funds remains conditional upon NIMS compliance. Non-compliance of NIMS can result in funds being withheld or reallocated from our jurisdiction because of ineffective NIMS support and participation.

X. Application Submission Compliance	
I certify that I am an employee of the aforementioned agency and/or jurisdiction or have been hired by the agency/jurisdiction to apply on the behalf of this grant application.	
Applicant Contact Information and Authorization	
Applicant Name	
Applicant Title	
Date	
Applicant Signature	

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

ORDER NUMBER 524-2024

WHEREAS, on June 4, 2019, the City of Gautier approved the Town Commons Park design concept, as presented by Seymour Engineering; and

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

WHEREAS, phase II included the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area; and

WHEREAS, the Certificate of Substantial Completion was received from Allred Stolarski Architects on March 12, 2024. The stage of work or designated portion is sufficiently completed following the contract documents so that the owner can occupy or utilize the work for its intended use; and

WHEREAS, a list of items outlined in the field report attached is to be completed or corrected within thirty (30) days from the date of Substantial of Completion.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Substantial Completion from Allred Stolarski Architects for the Town Commons Park Phase II Amphitheater 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 George**, 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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: March 25, 2024
Subject: Town Commons Phase II Amphitheater Project — Certificate of Substantial Completion

REQUEST:

The Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion for the Town Commons Phase II Amphitheater Project.

BACKGROUND:

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

The planned amenities for the Town Commons Park included a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, trails, pickle ball court, etc.

Phase I (completed in June 2022) included site work, water/sewer, drainage, parking, and sidewalks. Phase II includes the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area.

DISCUSSION:

The Certificate of Substantial Completion was received from the Architect on March 12, 2024. To the architect's best of knowledge, information, and belief that the work is substantially complete. The stage of work or designated portion is sufficiently completed following the contract documents so that the owner can occupy or utilize the work for its intended use. A list of items outlined in the field report attachment is to be completed or corrected within 30 days from the date of Substantial of Completion.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the Certificate of Substantial Completion for the Town Commons Phase II Amphitheater Project.

The City Council may:

1. Authorize approval of Certificate of Substantial Completion as presented; or
2. Not authorize approval of Certificate of Substantial Completion, as presented.

ATTACHMENT(S):

1. Certificate of Substantial Completion

AIA Document G704™ - 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
City of Gautier
Gautier Town Commons
Amphitheatre

CONTRACT INFORMATION:
Contract For:
Date: December 6, 2022

PROJECT INFORMATION:
Project Number: 2020-17
Date: March 11, 2024

OWNER: *(name and address)*
City of Gautier
3330 Highway 90
Gautier, MS 39533

ARCHITECT: *(name and address)*
Allred Stolarski Architects, PA
711 Church Street
Ocean Springs, MS 39564

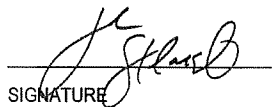
CONTRACTOR: *(name and address)*
Fletcher Construction Company, Inc.
PO Drawer 1509
Pascagoula, MS 39568

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Allred Stolarski Architects, PA

ARCHITECT *(Firm Name)*



SIGNATURE

John Stolarski, AIA, Vice-President

PRINTED NAME AND TITLE

March 7, 2024

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected)

Attached

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$-0-

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

OWNER *(Firm Name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



ALLRED STOLARSKI ARCHITECTS
711 CHURCH STREET
OCEAN SPRINGS, MS 39564
PH: 228-762-1975

PROJECT NAME: GAUTIER TOWN
COMMONS AMPHITHEATER

DATE: 3/7/2024 TIME: 2:00 PM

CONTRACTOR: Fletcher Construction

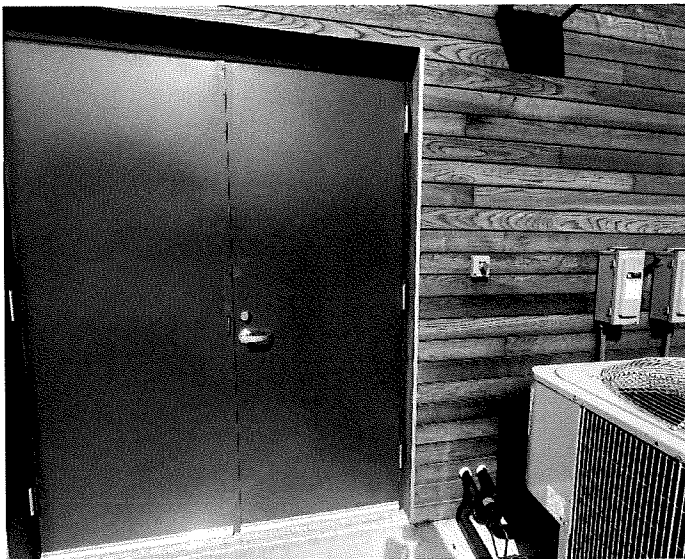
OWNER: City of Gautier

WEATHER: Partly Cloudy TEMP: 76°

PRESENT AT SITE: Superintendent,
Various subcontractors

FIELD REPORT: 2024-3-7 Pre-Final

1. Touch up stain at raw edges of door casings, typ.



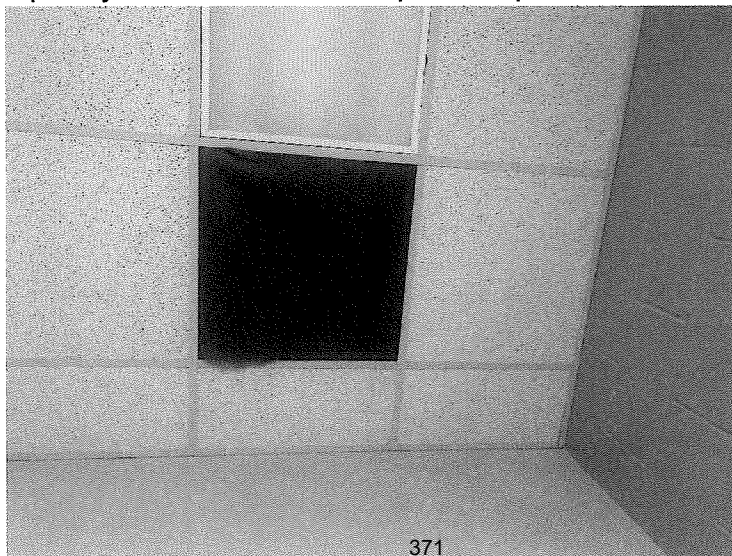
2. Route condensate drain to floor drain.



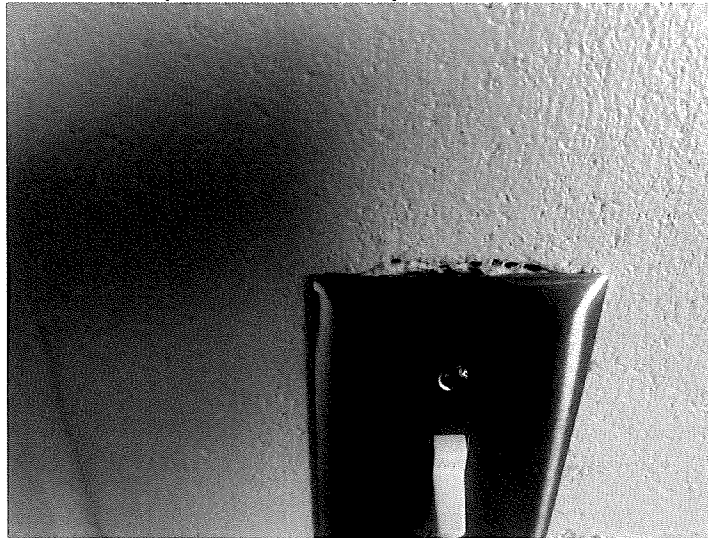
3. Touch up paint at doors as needed, typ.



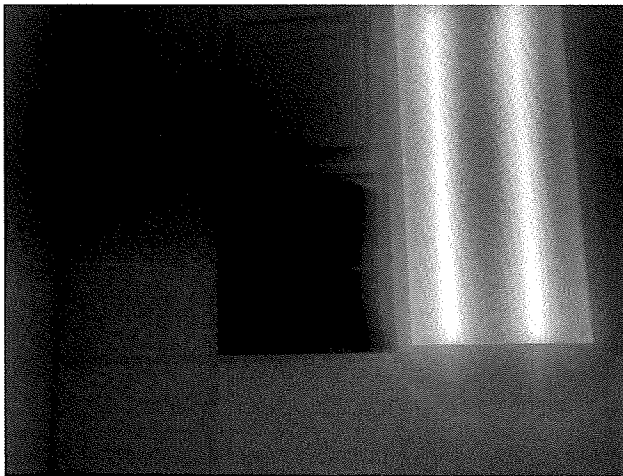
4. Remove temporary filters from returns upon completion of final cleaning.



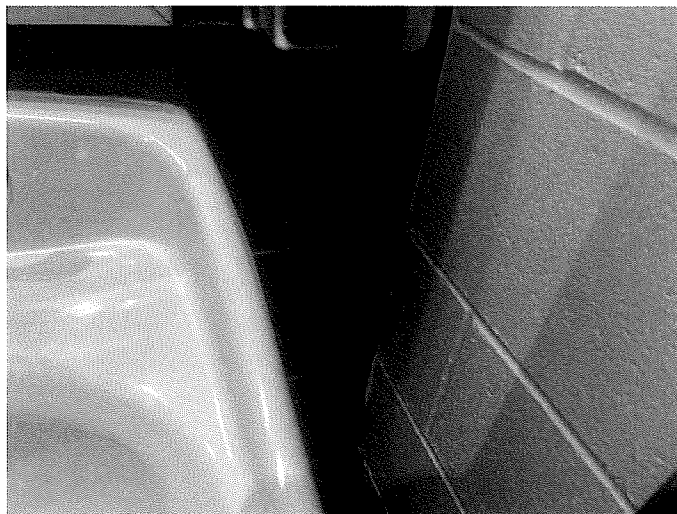
5. Room 108, 109 touch up around device plates.



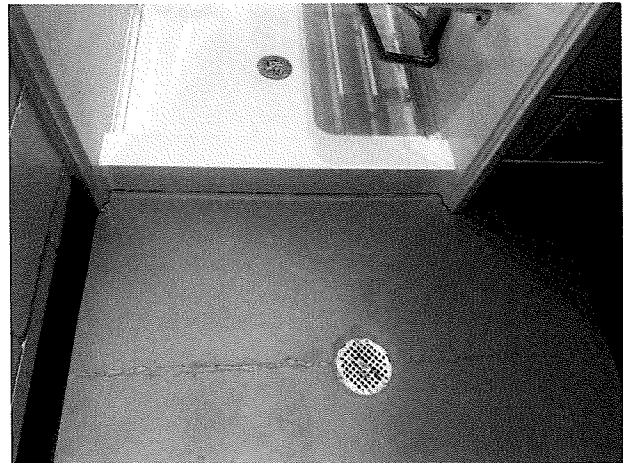
6. Room 102 install missing ceiling tile.



7. Room 104 touch up paint adjacent to sink.



8. Room 104, 105 caulk shower bases to floor.



9. Room 106 repair chipped CMU at corners and paint.



10. Touch up paint at door 100C.



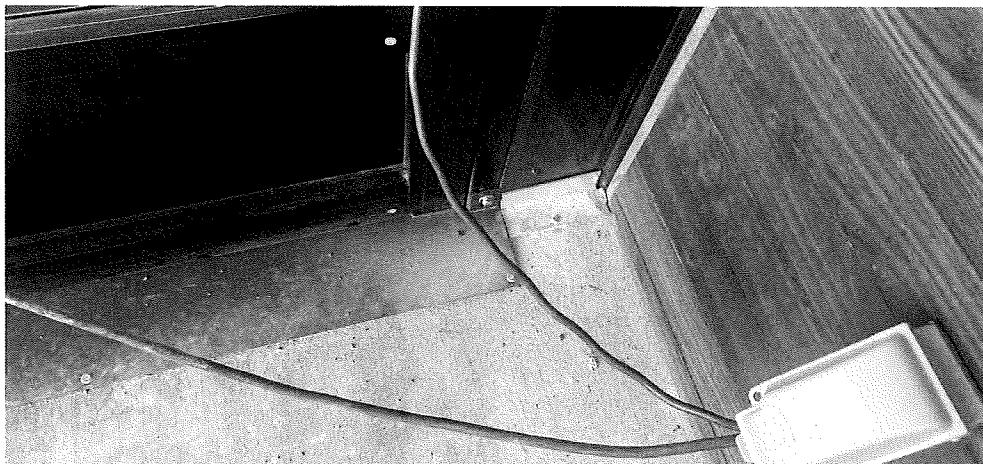
11. Complete siding at roll up door.



12. Complete coating at stage floor.



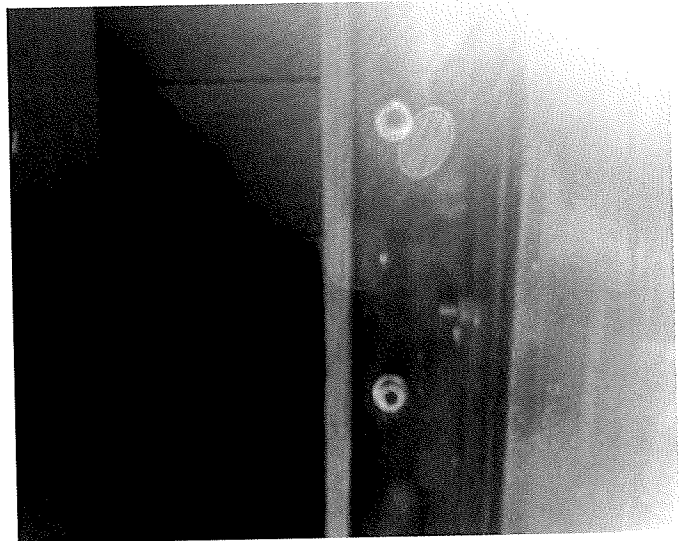
13. Paint bare metal at lift.



14. Touch up paint on brick at stage, multiple locations.



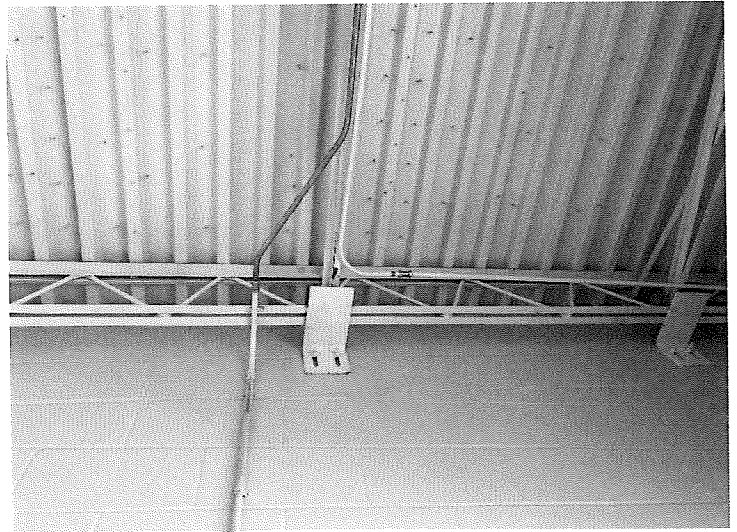
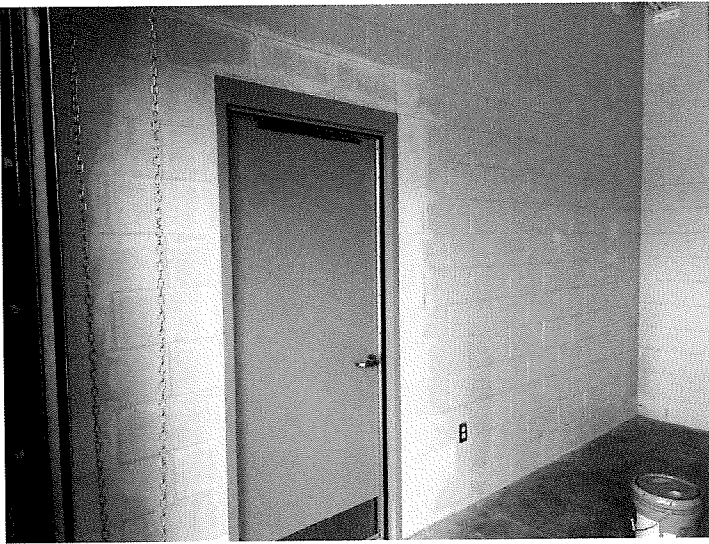
15. Paint nuts / bolts to match frame.



16. Install missing downspout at storage room.



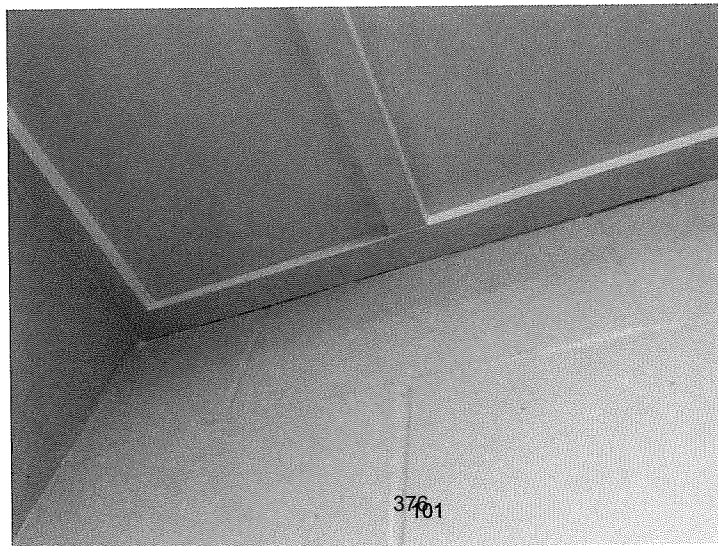
17. Complete painting at storage room.



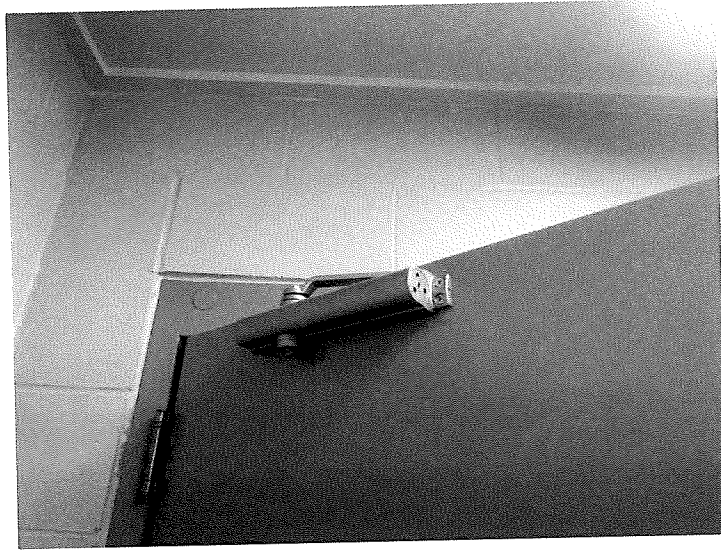
18. Clean excess mortar from all weeps, typ.



19. SW Restroom Building
a. Women's, caulk trim to wall / paint.

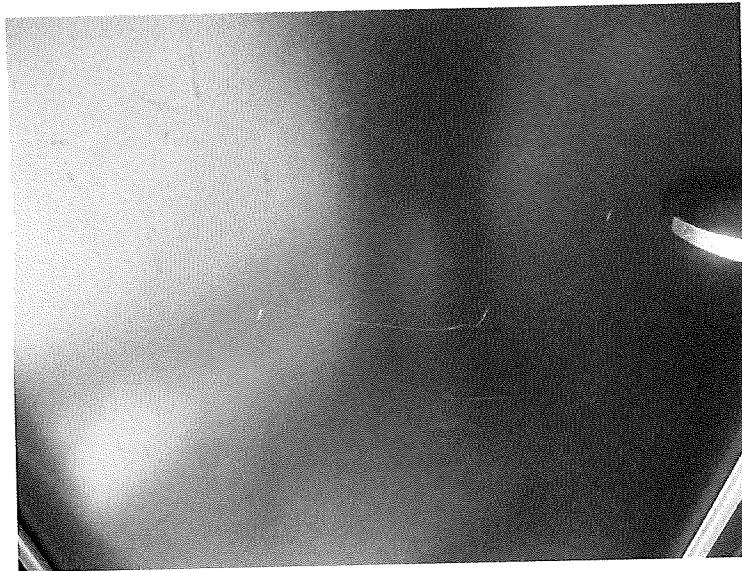


- b. Men's, Install door closer cover.



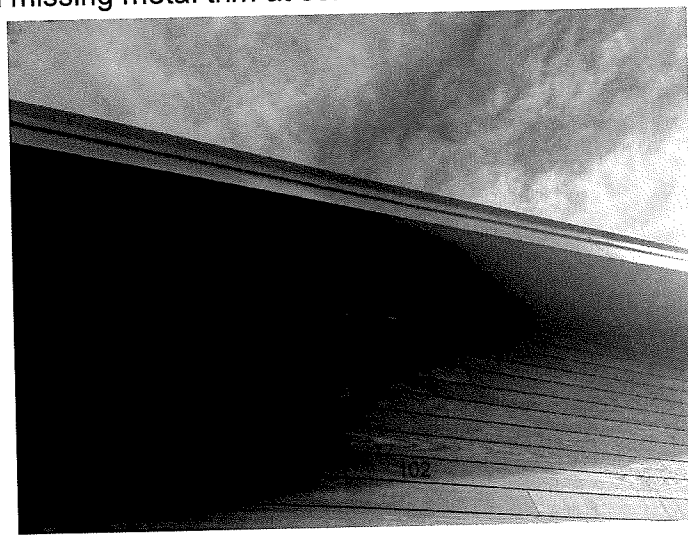
20. NW Restroom Building

- a. Men's, touch up paint at door.

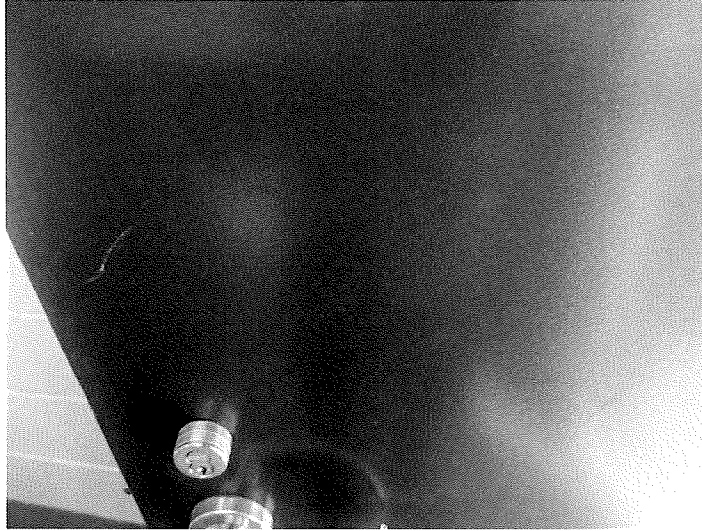


21. NE Restroom Building

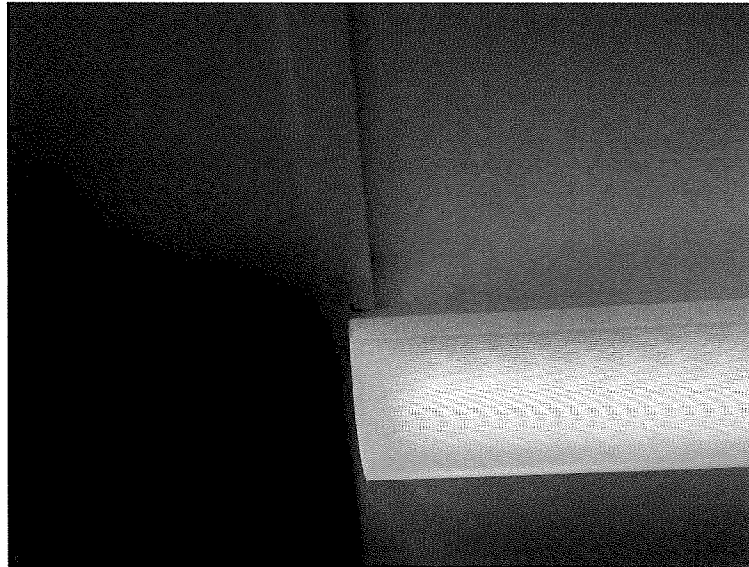
- a. Install missing metal trim at soffit.



- b. Women's, touch up paint at door.

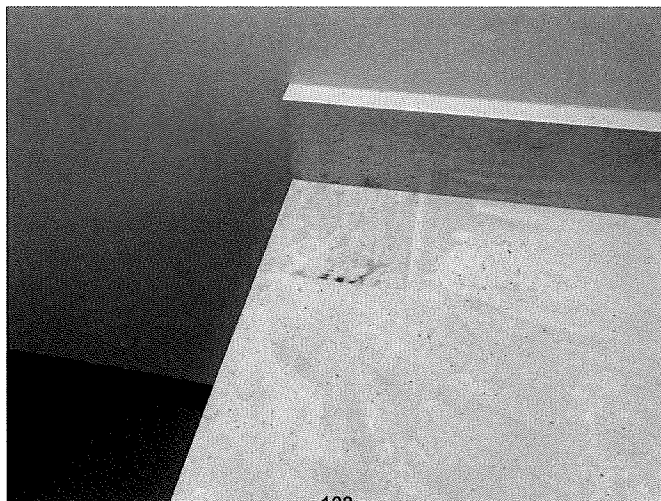


- c. Caulk / paint overcuts in trim at light fixture.



22. Sensory Restroom Building

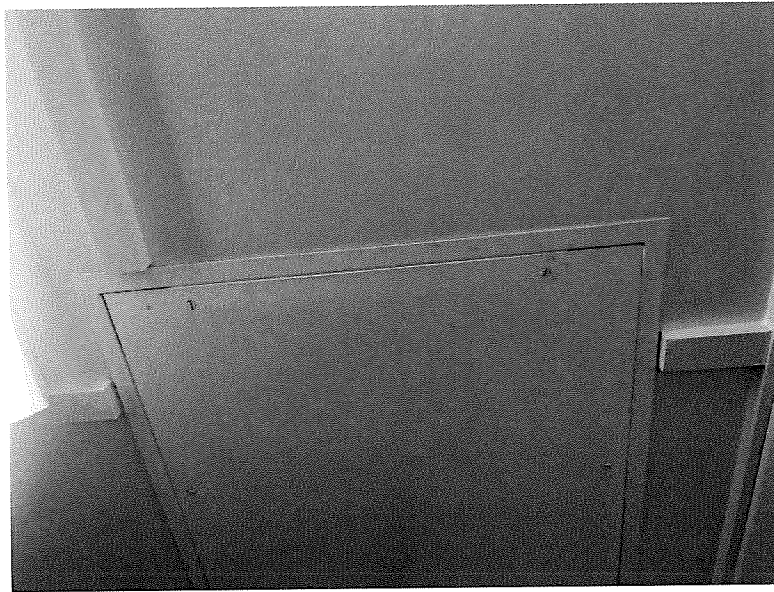
- a. Remove stains from countertop.



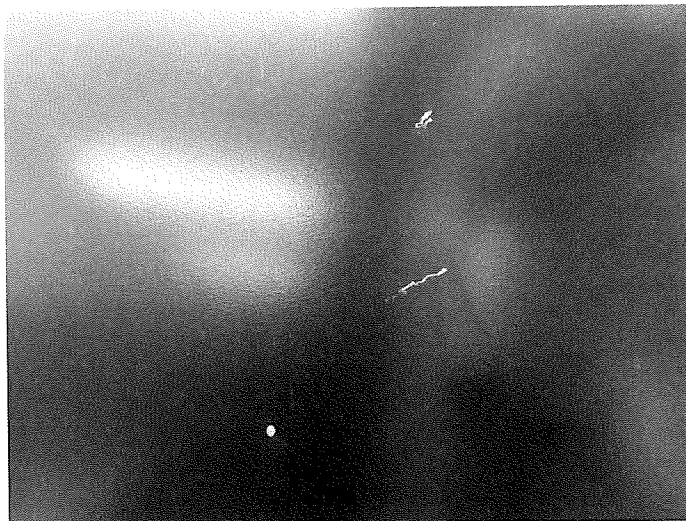
b. Touch up around emergency stop button.



c. Men's, clean / touch up paint at access panel.



d. Women's, touch up paint at door.



General Notes:

1. Provide all closeout documents.
2. Perform final cleaning of all buildings, interior and exterior.
3. Touch up paint as needed.
4. Remove paint from all door hardware.
5. Remove temporary filters from all HVAC returns.
6. Install door stops where missing.
7. Install door silencers where missing.
8. Adjust all door closers for proper operation.
9. Remove protective film from all accessories.
10. Install sealant at all expansion joints in concrete.
11. See attached reports from ERG and Welcon

Clint Way, Construction Administrator

Copies: John Stolarski, ASA
 Hank Torjusen, FCC
 Shawn Phillips, FCC
 Paula Yancey, COG
 Brenda Greco, COG
 Harlan Dean, DSE
 Mark Seymour, SE
 Tyler Williams, SE
 Chad Moore, ERG
 Travis James, ERG
 Greg Wyrosdick, WEC
 Bobby Carson, WEC

FIELD OBSERVATION REPORT

ERG Project No.:	22.096	Report By:	Travis James
Project Name:	Gautier Towns Commons Amphitheater		
Project Location:	Gautier MS		
Contractor	Fletcher Construction		
Contractor's Rep:	Hank Torjusen	Architect's Rep:	John Stolarski
Date:	02/26/24	Time:	
Weather Conditions	Temperature:		
Photographs Taken	☒ Yes ☐ No	Pay App Reviewed	☐ Yes ☒ No

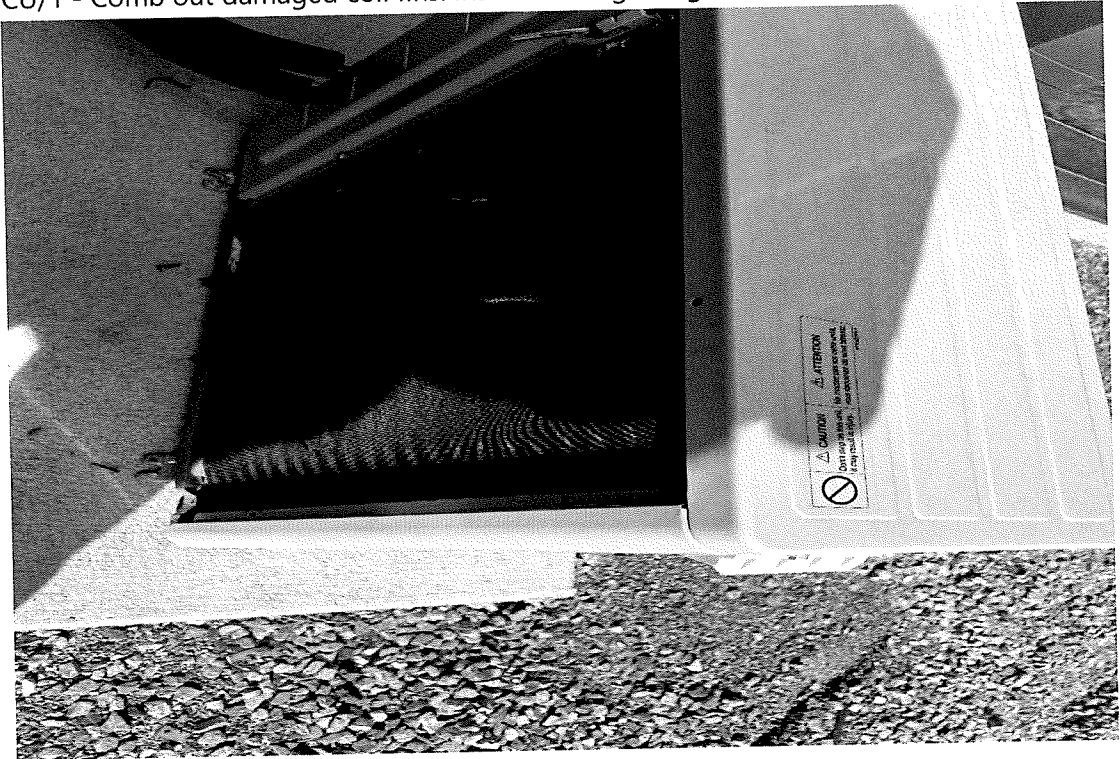
OBSERVATIONS AND COMMENTS

The above referenced project was reviewed for completion of mechanical scope of work. The following items should be addressed.

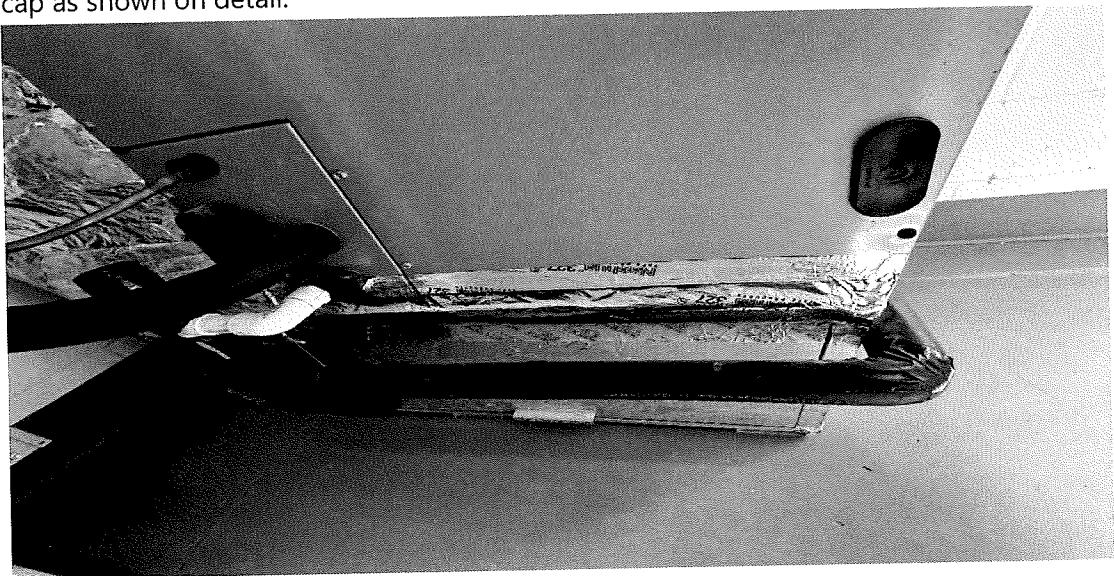
1. General:

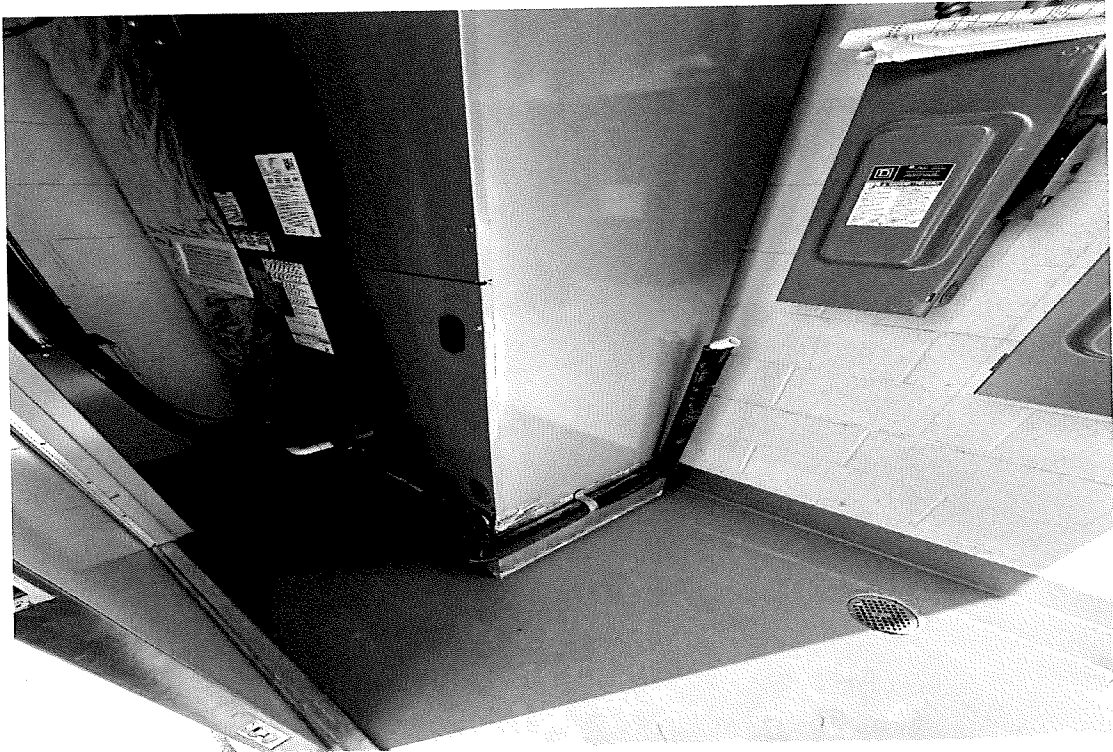
- Perform test and balance on HVAC and plumbing systems. Provide reports.
 - Restroom Buildings (typical) – Once design exhaust CFM has been achieved, adjust fan speed to allow for entry door closer to fully close door (where applicable), coordinate with GC superintendent.
- Adjust water heater and mixing valve leaving water temps to achieve specified temperature (typical). Adjust recirculating pump/return temp accordingly (typical).
- Clean plumbing fixtures, including but not limited to floor drains (typical).
- Adjust water supply at water closets, urinals and metering faucets to allow for desired/standard volume (typical).
- Remove filter media from return air diffusers (typical).
- Replace/clean (where applicable) return air filters (typical).
- Provide O&M manuals and warranty information.
- Adjust unit heater and ceiling heater temps to owner preferred temperature – lowest temp to be no less than 45 degrees (typical).
- Restroom Buildings – Remove hose bibb handles and turn over to owner or locate per owners request – perhaps leave in each buildings plumbing chase.

2. CU/1 - Comb out damaged coil fins. Install missing coil guards.



3. AHU/1 - Verify filter box is operable. Reroute/rework condensate drain to allow for gravity fall and discharge into floor drain. Install coil pan cleanout piping and removable cap as shown on detail.





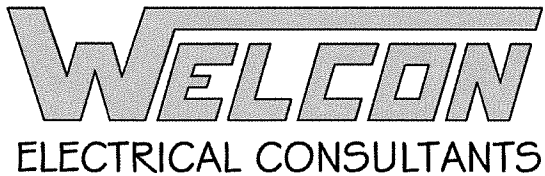
4. Warming Kitchen 214/ S-1 – Tighten set screw at faucet.

COPIES TO:

John Stolarski

Clint Way

Hank Torjusen



Gregory P. Wyrosdick, P.E.
9414 Three Rivers Road, Suite #4
Gulfport, Mississippi 39503
phone: 228.822.8000

INSPECTION REPORT

DATE:	March 12, 2024	WEATHER:	N/A
PROJECT:	Gautier Amphitheater Gautier, MS	CONTRACTOR:	All South Electric
ATTN:	Clint Way/John Stolarski		

A final was completed and the following items were noted:

General Comments:

1. Electrical panels are installed and complete.
2. Lighting is installed and appears to be operational in all areas.
3. All receptacles and switches have been installed. Tested and operations all appear to be acceptable.
4. Pedestals and electrical installations around the site all appear to be complete.

Specific Comments:

1. Electrical panels need tags installed with panel designations.
2. Ensure all panel directories are complete and accurate.
3. Noted some devices in office spaces and in the main amphitheater building that needs point up of CMU around concrete block. Check all devices for CMU cutouts to ensure coverplates fit over the cutouts.

Provide all closeout documents, warranties, and as-built drawings.

See pictures below.

Respectfully,

Greg Wyrosdick



Fig 1. Install electrical panel tags on panel covers

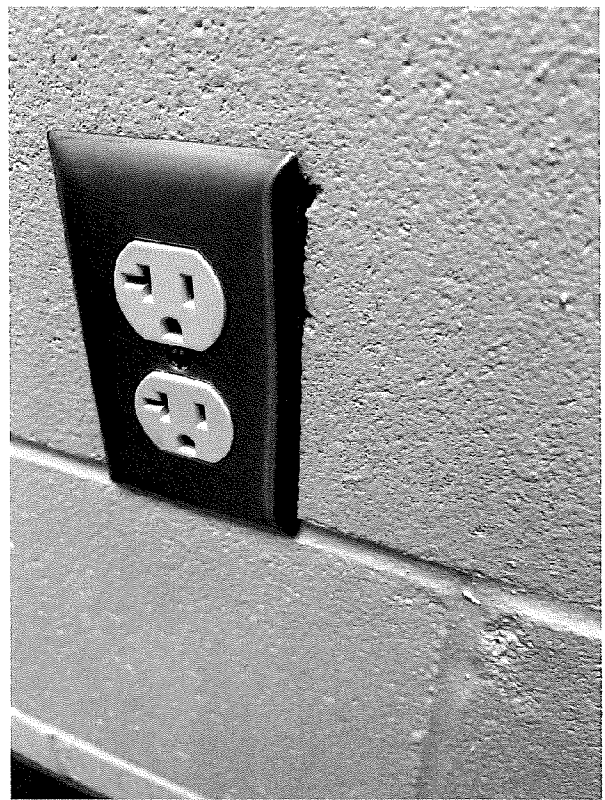


Fig 2. Point up around all devices.



Fig 3. Point up around all devices.



Fig 4. Point up around all devices.

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

ORDER NUMBER 525-2024

WHEREAS, the Recreation Department has received several requests from travel teams needing a place to hold practices; and

WHEREAS, the City will grant P360 Performance Sports non-exclusive right to use playing fields and restrooms located at Buddy Davis Park; and

WHEREAS, P360 Performance Sports will compensate the City at a rate of \$250 per team to include 1-2 practices weekly beginning April through October; and

WHEREAS, the dates and times will be determined by the Recreation Director and the authorized representative with P360 Performance Sports and is subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's Recreational facilities; and

WHEREAS, staff recommends the City enter into the attached non-exclusive use agreement with P360 Performance Sports in order for teams to hold practices on a routine basis at Gautier's Youth Baseball and Softball fields, including adjacent facilities at Buddy Davis Park; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Non-Exclusive Use Agreement with P360 Performance Sports for Gautier's Youth Baseball and Softball fields, including adjacent facilities at Buddy Davis Park is hereby approved.

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

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

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/26/2024
Subject: Approval of a Non-Exclusive Use Agreement for Buddy Davis Park

REQUEST:

The Parks and Recreation Director request the approval of a non-exclusive use agreement for the City of Gautier Youth Baseball and Softball Fields including adjacent facilities at Buddy Davis Park with P360 Performance Sports.

BACKGROUND:

The recreation department has received several requests from travel teams needing a place to hold practices. To better coordinate the use of fields, it will be beneficial to the recreation department to enter into a facility use agreements and require teams to provide a Certificate of Liability and list the city as the certificate holder so teams can hold practices on a routine basis. The practices will not affect the recreation departments activities.

DISCUSSION:

The City will grant P360 Performance Sports non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with P360 Performance Sports and is subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's Recreational facilities. P360 Performance Sports will compensate the city at a rate of \$250 per team to include 1-2 practices weekly beginning April-Oct.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the Facility Use Agreement for Buddy Davis Park with P360 Sports.

The City Council may:

1. Approve the Facility Use Agreement for Buddy Davis Park with P360 Sports. or;
2. Not approve the Facility Use Agreement for Buddy Davis Park with P360 Sports.

ATTACHMENTS:

1. Facility Use Agreement Team Practice-P360 Sports 2024

CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553
(228) 497-8000 FAX (228) 497-8028
MON – FRI 8:00AM - 5:00PM

**NON-EXCLUSIVE USE AGREEMENT FOR THE CITY OF GAUTIER YOUTH BASEBALL AND
SOFTBALL FIELDS INCLUDING ADJACENT FACILITIES**

This Non-Exclusive Use Agreement (hereinafter "Agreement") made and entered into this date by and between the City of Gautier, (hereinafter referred to as "City") and _____ (President), on behalf of the _____ (hereinafter referred to as "User" or "League")

WITNESSETH:

For and in consideration of the mutual terms and conditions hereinafter set forth, City does hereby agree to allow the non-exclusive use of the above Ballfields and Complex for the _____ (Year):

Team Name, Field Number, Day of the Week.

1. Premises:

The City grants unto the User the non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with P360 Performance Sports and is subject to the terms and conditions hereinafter set forth, in addition to the rules and regulations governing the City's Recreational facilities. P360 Performance Sports will compensate the city at a rate of \$250 per team to include 1-2 practices weekly beginning April-Oct.

2. Use and Possession:

- A. User shall use the Facilities for the purpose of conducting League practices only.
- B. No other use is authorized without the written approval of the City Recreation Department.
- C. Under the terms of the Agreement, the User is and shall be at all times be an independent operator responsible to all parties for all its acts or omissions.

- D. The City and/or its designated agents shall have the right to enter and inspect the Facilities at all times.

3. Repairs:

- A. User shall immediately report to the Parks & Recreation Department any and all repairs needed on restrooms and playing fields.
- B. City shall mow, weed eat the fields, and provide facilities maintenance.
- C. Any leaks, stoppage of toilets or any other maintenance issue that needs immediate attention must be immediately reported to the Recreation Department. The League or any of its managers or Coaches shall not let maintenance issues go unreported when observed. The League shall be responsible for appointing someone to check the restrooms at the end of the night of practice prior to leaving.

4. Fields:

- A. User shall manage the use of the fields in a reasonable and prudent manner to ensure maximum safety.
- B. User shall be responsible for inspection of the fields for safety prior to use and or shall be responsible insuring no unsafe objects are on top of the fields prior to use.
- C. User will pick up litter and keep area clean within the complex. (Note: grass will not be cut if litter is on the ground).

5. Complex Rules:

- A. No alcoholic beverages allowed on property; zero tolerance.
- B. No tobacco products allowed within fenced facilities; zero tolerance.
- C. No weapons or guns allowed on property; zero tolerance (Section 8.C. shall not apply to any law enforcement officer).
- D. No golfing of any kind.
- E. No unauthorized vehicles allowed inside gate unless written permission is obtained from the Recreation Department.
- F. Coaches/Managers are responsible for their team practice/training sessions. Coaches/Managers are responsible for cleaning up after every practice. Picking up trash, empty drink containers, etc. are included in these responsibilities. Trash generated by the League must be placed in trash can receptacles.

- G. All Coaches/Managers/Teams using complex after dusk are responsible for turning off lights before leaving. The League is required to lock and secure the restrooms after conclusion of use each night.
- H. All complexes close at 10:00 p.m. Anyone on property after this time, unless authorized, will be considered trespassing.

6. **League Requirements:**

- A. It shall be the responsibility of all leagues officers to inform the Recreation Department of all problems occurring on the premises.
- B. The League must submit a written plan to the Recreation Department for approval in advance of any event at which the League desires to charge admission to attendees. No admission fees will be allowed without prior written approval of the Recreation Department.
- C. The League shall observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the League's operations under this Agreement.

7. **Documentation Requirements:**

- A. User shall provide to the Parks and Recreation Department a copy of their Liability Insurance Certificate with the CITY OF GAUTIER, 3330 HIGHWAY 90, GAUTIER, MS 39553, listed as additional insured. If proof of insurance is not submitted prior to the first practice of the season, practice or games will not be permitted until proof of insurance is received. **NO EXCEPTIONS.**

8. **Hold Harmless:**

- A. User will indemnify, defend, and hold the City of Gautier harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the Facilities by the User or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by laws as set forth in Miss. Code Ann. § 11-46-1, et seq.

IN WITNESS WHEREOF, the Owner and User have executed this Agreement on the _____ day of _____, _____.

USER:

CITY OF GAUTIER

CITY MANAGER

PRINT NAME AND TITLE

PRINT NAME

PRINT LEAGUE NAME

SEASON : _____ **(YEAR)**

LEAGUE PRESIDENT: _____

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

RESOLUTION NUMBER 136-2024

WHEREAS, Mississippi Housing Authority No. VIII has requested the City waive the \$250 pavilion rental fee and the \$150 deposit for the Family Community Skill Building Outreach Initiative to be held at Bacot Park on April 5, 2024, from 9:30am until 1:00pm; and

WHEREAS, the Recreation Department recommends that City Council waive all fees associated with this use; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive all fees associated with the use of the Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Family Community Skill Building Outreach Initiative on April 5, 2024 from 9:30am until 1:00pm is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/26/2024
Subject: Request to waive rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Community Skill Building Outreach Initiative

REQUEST:

Mississippi Housing Authority No. VIII requests City Council to waive the \$250 pavilion rental fee and the \$150 deposit required for the Community Skill Building Outreach Initiative to be held at Bacot Park on April 5, 2024 from 9:30 a.m. – 1:00 p.m.

BACKGROUND:

Mississippi Housing Authority No. VIII would like to host its Strong Family Community Outreach Initiative. The event will be a community outreach that's open to the public and will have 15-20 vendors. Mississippi Housing Authority No. VIII is a nonprofit organization.

DISCUSSION:

The City recognizes events, such as the Strong Family Community Outreach Initiative, as a way to promote a sense of unity by providing resources that's needed in the community.

RECOMMENDATION:

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for Mississippi Housing Authority No. VIII for its Community Skill Building Outreach Initiative; or
2. Not approve to waive fees for Mississippi Housing Authority No. VIII for its Community Skill Building Outreach Initiative.

ATTACHMENTS:

1. Fee Waiver Request



Our agency serves as the local housing authority for the City of Gulfport, Harrison County, and the additional lower 14 counties of Mississippi. We provide a myriad of social services to lower-income households and families within our jurisdiction. The vast majority of our funding is from the Federal U.S. Department of Housing and Urban Development (HUD) and those funds come with restrictions that prevent us from paying for facilities for events in most cases. Accordingly, we are asking for the usage fee to be waived for our event.

Respectfully submitted,

Kenyetta Jones

Supportive Services Coordinator/Homeownership

Email: Kenyetta.jones@southmississippihousing.org

Phone: (228)365-9543

10430 Three Rivers Rd.

Gulfport, MS 39503

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

ORDER NUMBER 526-2024

WHEREAS, the qualified firm, Ceres Environmental Services, Inc., was awarded the contract to provide Disaster Debris Removal Services in support of the City's disaster recovery operations; and

WHEREAS, Ceres Environmental Services, Inc. will provide debris removal services for disaster-related debris of every kind and nature from public rights of way within the incorporated areas, City property, waterways, and/or private property (if approved by City, State, and/or FEMA); and

WHEREAS, this contract amendment serves to extend the Disaster Debris Removal Services to December 31, 2025 and will provide debris removal services through the hurricane seasons; and

WHEREAS, the Mayor and Council Member hereby find that approval of the proposed amendment is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached contract amendment for the Disaster Debris Removal Services to extend Ceres Environmental Services, Inc contract to December 31, 2025 is hereby approved.

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

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

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: March 26, 2024
Subject: Contact Amendment Extension for Disaster Debris Removal Services-Ceres Environmental Services, Inc

REQUEST:

The Grants and Projects Department requests that City Council approve the contract amendment for the Disaster Debris Removal Services to extend Ceres Environmental Services, Inc. contract to December 31, 2025.

BACKGROUND:

The qualified firm Ceres Environmental Services, Inc. was awarded the contract to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Ceres Environmental Services, Inc. will provide debris removal services for disaster-related debris of every kind and nature from public rights of way within the incorporated areas, City property, waterways, and/or private property (if approved by the City, State, and/or FEMA).

DISCUSSION:

This contract amendment serves to extend the Disaster Debris Removal Services to December 31, 2025. The contract amendment to extend will provide debris removal services through the hurricane seasons.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve this contract amendment for the Disaster Debris Removal Services to extend Ceres Environmental Services, Inc. contract to expire on December 31, 2025.

The City Council may:

1. Approve Contract Amendment Extension for Disaster Debris Removal Services, as presented; or
2. Not approve Contract Amendment Extension for Disaster Debris Removal Services.

ATTACHMENT(S):

1. Contract Amendment

CONTRACT AMENDMENT

This Contract Amendment (this “Amendment”) is made and entered into by and between the City of Gautier (“City”), and CERES ENVIRONMENTAL SERVICES, INC. (“Contractor”), effective the ____ day of _____, 2024 (“Effective Date”). The City and Contractor are referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City and Contractor are parties to that certain Non-Exclusive Contract for Disaster Debris Removal Services to Support Disaster Recovery Operations effective on or about the 21st day of June, 2023 (“Contract”) through which the City may employ Contractor to furnish professional and/or other services;

WHEREAS, the Parties wish to extend the Contract through December 31, 2025; and

NOW, THEREFORE, in consideration of the above introductory paragraph and recitals, which are incorporated into this Amendment by reference, the Parties’ mutual covenants and agreements, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Contract is extended through December 31, 2025, except as terminated by a Party pursuant to the provisions of Article IX(HH-II) of the Contract.
2. The remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed the Amendment to the Contract as evidenced by their signatures below.

CITY OF GAUTIER, MISSISSIPPI

**CERES ENVIRONMENTAL
SERVICES, INC.**

By: _____

By: _____

Date: _____

Date: _____

Paula Yancey, City Manager

Name/Title: _____

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

ORDER NUMBER 527-2024

WHEREAS, the qualified firm, Thompson Consulting Services, LLC, was awarded the contract to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations; and

WHEREAS, Thompson Consulting Services, LLC will provide debris monitoring services for disaster-related debris of every kind and nature from public rights of way within the incorporated areas, City property, waterways, and/or private property (if approved by City, State, and/or FEMA); and

WHEREAS, this contract amendment serves to extend the Disaster Debris Monitoring Services to December 31, 2025 and will provide debris monitoring services through the hurricane seasons; and

WHEREAS, the Mayor and Council Member hereby find that approval of the proposed amendment is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached contract amendment for the Disaster Debris Monitoring Services to extend Thompson Consulting Services, LLC contract to December 31, 2025 is hereby approved.

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

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

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: March 26, 2024
Subject: Contract Amendment Extension for Disaster Debris Monitoring Services-
Thompson Consulting Services, LLC

REQUEST:

The Grants and Projects Department requests that City Council approve the contract amendment for the Disaster Debris Monitoring Services to extend Thompson Consulting Services, LLC contract to December 31, 2025.

BACKGROUND:

The qualified firm Thompson Consulting Services, LLC was awarded the contract to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Thompson Consulting will provide debris monitoring services for disaster-related debris of every kind and nature from public rights of way within the incorporated areas, City property, waterways, and/or private property (if approved by the City, State, and/or FEMA).

DISCUSSION:

This contract amendment serves to extend the Disaster Debris Monitoring Services to December 31, 2025. The contract amendment to extend will provide debris monitoring services through the hurricane seasons.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the contract amendment for the Disaster Debris Monitoring Services to extend Thompson Consulting Services, LLC contract to December 31, 2025.

The City Council may:

1. Approve Contract Amendment for Disaster Debris Monitoring Services, as presented;
or
2. Not approve Contract Amendment Extension for Disaster Debris Monitoring Services.

ATTACHMENT(S):

1. Contract Amendment

CONTRACT AMENDMENT

This Contract Amendment (this “Amendment”) is made and entered into by and between the City of Gautier (“City”), and THOMPSON CONSULTING SERVICES, LLC, (“Contractor”), effective the ____ day of _____, 2024 (“Effective Date”). The City and Contractor are referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City and Contractor are parties to that certain Non-Exclusive Contract for Disaster Debris Monitoring Services to Support Disaster Recovery Operations effective on or about the 21st day of June, 2023 (“Contract”) through which the City may employ Contractor to furnish professional and/or other services;

WHEREAS, the Parties wish to extend the Contract through December 31, 2025; and

NOW, THEREFORE, in consideration of the above introductory paragraph and recitals, which are incorporated into this Amendment by reference, the Parties’ mutual covenants and agreements, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Contract is extended through December 31, 2025, except as terminated by a Party pursuant to the provisions of Article IX(HH and II) of the Contract.
2. The remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed the Amendment to the Contract as evidenced by their signatures below.

CITY OF GAUTIER, MISSISSIPPI

**THOMPSON CONSULTING
SERVICES, LLC**

By: _____

By: _____

Date: _____

Date: _____

Paula Yancey, City Manager

Name/Title: _____

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

ORDER NUMBER 528-2024

WHEREAS, the qualified firm, SLSCO LTD, was awarded the contract to provide Disaster Response Services and Supplies to assist the City in the event of a natural disaster or emergency; and

WHEREAS, in the event of a disaster or emergency and as directed by the City, the Disaster Response Services and Supplies contract will be activated through a City task order or request to eliminate immediate threats to public health and safety; and

WHEREAS, this contract amendment serves to extend the Disaster Response Services and Supplies to December 31, 2025 and will provide debris response services and supplies through the hurricane seasons; and

WHEREAS, the Mayor and Council Member hereby find that approval of the proposed amendment is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached contract amendment for the Disaster Response Services and Supplies to extend SLSCO LTD contract to December 31, 2025 is hereby approved.

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

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

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

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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: March 26, 2024
Subject: Contract Amendment Extension for Disaster Response Services and Supplies-SLSCO LTD.

REQUEST:

The Grants and Projects Department requests that City Council approve the contract amendment for the Disaster Response Services and Supplies to extend SLSCO LTD contract to December 31, 2025.

BACKGROUND:

The qualified firm SLSCO LTD was awarded the contract to provide Disaster Response Services and Supplies to assist the City in the event of a natural disaster or emergency. In the event of a disaster or emergency and as directed by the City, the Disaster Response Services and Supplies contract will be activated through a City task order/request to eliminate immediate threats to public health and safety.

DISCUSSION:

This contract amendment serves to extend the Disaster Response Services and Supplies to December 31, 2025. The contract amendment to extend will provide response services and supplies through the hurricane seasons.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the contract amendment for the Disaster Response Services and Supplies to extend SLSCO LTD contract to December 31, 2025.

The City Council may:

1. Approve Contract Amendment extension for Disaster Response Services and Supplies, as presented; or
2. Not approve Contract Amendment extension for Disaster Response Services and Supplies.

ATTACHMENT(S):

1. Contract Amendment

CONTRACT AMENDMENT

This Contract Amendment (this “Amendment”) is made and entered into by and between the City of Gautier (“City”), and SLSCO LTD. (“Contractor”), effective the ____ day of _____, 2024 (“Effective Date”). The City and Contractor are referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City and Contractor are parties to that certain Non-Exclusive Contract for Disaster Response Services and Supplies to Support Disaster Recovery Operations effective on or about the 21st day of June, 2023 (“Contract”) through which the City may employ Contractor to furnish professional and/or other services;

WHEREAS, the Parties wish to extend the Contract through December 31, 2025; and

NOW, THEREFORE, in consideration of the above introductory paragraph and recitals, which are incorporated into this Amendment by reference, the Parties’ mutual covenants and agreements, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Contract is extended through December 31, 2025, except as terminated by a Party pursuant to the provisions of Article IX(HH-II) of the Contract.
2. The remainder of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed the Amendment to the Contract as evidenced by their signatures below.

CITY OF GAUTIER, MISSISSIPPI

SLSCO LTD.

By: _____

By: _____

Date: _____

Date: _____

Paula Yancey, City Manager

Name/Title: _____

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

ORDER NUMBER 529-2024

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 March 2024 in the amount of \$22,787.39 is hereby approved.

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

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

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

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 April 2, 2024.

MARCH 2024 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
CUSTOMER NAME	ACCT #	100	400	195	130	800	ADJ	REASON FOR ADJUSTMENT
		WATER	SEWER	L/C	CAPACITY	TAX		
Lee Dunsworth	001-07201-003	465.38	917.71	105.00			1,488.09	Under Slab
Andrikia Williams	003-08901-004	90.72	120.13				210.85	Line in yard
Karen Albright	004-20231-000	49.32	94.47	35.00			178.79	Under Slab
David Posey	011-07801-000	116.39	235.94	140.00			492.33	Theft of Utilities
Zac Mendez	017-27101-007	135.14	227.51	70.00			432.65	Behind Walls
Morgan Demetropoulos	017-27801-002	206.53	438.49	35.00			680.02	Water Heater
Willie Franklin	020-06301-002	250.80	332.09	105.00			687.89	Theft of Utilities
Chad Hopkins	020-56301-001	63.75	132.67				196.42	Line in yard
Melisia Lett	021-01201-006		361.74	105.00			466.74	Line in yard
Deborah Hunt	023-12201-003		91.23	140.00			231.23	Behind Walls
Willie Coleman	027-20501-000		93.75				93.75	Leak at meter
Tony Teal	031-05801-006	127.04	264.13				391.17	Under Slab
Valeria Garcia	031-11201-007		79.67	70.00			149.67	Line in yard
Jonathan Schwartz	035-05011-000	81.19		140.00			221.19	Leak at meter
Jeffery Altman	041-06501-001	535.35	708.90	70.00			1,314.25	Outside Spigot
Miguel McNair	047-38201-000		286.92	140.00			426.92	Pool Fill
Leslie Blackwell	056-03021-000	152.11	294.38	70.00			516.49	Theft of Utilities
Donna Guagliardo	056-14001-001	57.79	116.89	35.00			209.68	Busted Pipe
First Federal	059-00961-000	393.11		35.00	200.00	43.97	672.08	Theft of Utilities
Donna Reiter	065-12401-000	36.13	59.53				95.66	Outside Spigot
Mark Lee	071-03801-001		117.00				117.00	Water Heater
Roland Hutton	074-06201-003		199.79	140.00			339.79	Line in yard
Kenya Armstrong	086-13801-000	533.17	1,054.85	105.00			1,693.02	Behind Walls
Danny Zaccard	089-00901-001	451.72	1,087.88	105.00			1,644.60	Line in yard
Matthew Becks	089-14101-005	270.32	539.86	105.00			915.18	Outside Spigot
Ran Biggs	092-12301-001	73.94	112.19				186.13	Outside Spigot
Shanterra Ezell	095-08101-004		51.71				51.71	Outside Spigot
KSB Contracting	110-17111-001	2,556.46		35.00			2,591.46	Theft of Utilities
Craig Frye	113-07701-000	45.23	64.23				109.46	Leak at meter
Keisha Pilkington	116-38301-002	144.78	344.15	70.00			558.93	Water Heater
Sherry Donald	119-21001-006	34.58	55.43	105.00			195.01	Theft of Utilities
Jennifer Kendreck	119-43801-007	1,145.51	2,869.35	105.00			4,119.86	Behind Walls
Sandhill Crane Prop.	125-18001-006		456.35	35.00	150.00	12.95	654.30	Line in yard
David McKee	130-08501-000		130.26				130.26	Pool Fill
Perry Dixon	139-50701-000	107.25	182.56	35.00			324.81	Busted Pipe
TOTAL		8,123.71	12,121.76	2,135.00	350.00	56.92	22,787.39	
COMPLETED								

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

ORDER NUMBER 530-2024

WHEREAS, on June 4, 2019, the City of Gautier approved the Town Commons Park design concept, as presented by Seymour Engineering; and

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

WHEREAS, phase II included the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area; and

WHEREAS, phase II B, great lawn, includes the site work for the great lawn, utilities, stormwater drainage, pavers, retaining well, fencing, lighting, trees, and walkways; and

WHEREAS, the Certificate of Substantial Completion was received from Seymour Engineering on March 27, 2024; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Substantial Completion from Seymour Engineering for the Town Commons Park Phase II B Great Lawn Site Work and Utilities 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 George**, 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 April 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: March 25, 2024
Subject: Town Commons Park Phase II B, Great Lawn Project Site Work and Utilities - Certificate of Substantial Completion

REQUEST:

The Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion for the Town Commons Phase II B - Great Lawn Project Site Work and Utilities Project.

BACKGROUND:

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

Phase I (completed in June 2022) included site work, water/sewer, drainage, parking, and sidewalks. Phase II includes the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area. Phase II B, Great Lawn, includes the site work for the great lawn, utilities, stormwater drainage, pavers, retaining wall, fencing, lighting, trees, and walkways.

DISCUSSION:

The Certificate of Substantial Completion was received from the Seymour Engineering on March 27, 2024. To the engineer's best of knowledge, information, and belief that the work is substantially complete.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the Certificate of Substantial Completion for the Town Commons Park Phase II B, Great Lawn Project Site Work and Utilities

The City Council may:

1. Authorize approval of Certificate of Substantial Completion as presented; or
2. Not authorize approval of Certificate of Substantial Completion, as presented.

ATTACHMENT(S):

1. Certificate of Substantial Completion

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Great Lawn Site Work and Utilities
Amphitheater Project #19-066.01

CONTRACT INFORMATION:
Contract For: General Construction
Date: June 21, 2023

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: March 26, 2024

OWNER: *(name and address)*
City of Gautier
3330 US-90
Gautier, MS 39553

ARCHITECT: *(name and address)*
Seymour Engineering
925 Tommy Munro Drive/Ste G
Biloxi, MS 39532

CONTRACTOR: *(name and address)*
Fletcher Construction Co., Inc.
P. O. Drawer 1509 / 3311 Shortcut Rd
Pascagoula, MS 39568

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Seymour Engineering
ARCHITECT *(Firm Name)*


SIGNATURE

Mark Seymour - President
PRINTED NAME AND TITLE

March 26, 2024
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

See Attached Punch List

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within seven (7) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$60,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

N/A

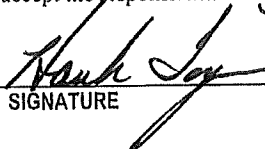
The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Fletcher Construction Co.,
Inc.

CONTRACTOR *(Firm Name)*

City of Gautier

OWNER *(Firm Name)*


SIGNATURE

Hank Torjusen, President
PRINTED NAME AND TITLE

March 26, 2024
DATE

SIGNATURE

PRINTED NAME AND TITLE

March 26, 2024
DATE



Attachment to Certificate of Substantial Completion

**Final Walk-Through Punch List Items
Great Lawn Site Work & Utilities
Town Center Development**

A final inspection was completed on March 26, 2024, for the above referenced project. Listed below are the punch list items that need to be completed.

General

1. Install handrails on retaining walls and steps
2. Install site fencing and gates
3. Grout drainage inlet at playground area (concrete damage on lid)
4. Touch up painting on retaining wall
5. Provide As-Built drawings
6. Level/plum handrail post at entrance

Landscaping

1. Install sod at entrance and remove silt fence
2. Remove debris from sodding (netting and trash)
3. Cut grass and weed & feed sod
4. Hydroseed bare areas from construction activities
5. Grade around drain inlets that are retaining water
6. Replace/repair dead sod in all sod areas
7. Check/repair irrigation sprinkler heads throughout the site
8. Address washing area in flower bed at southeast bathroom planter
9. Repair all joint lines in sod (sand topping/fill)
10. Install landscaping at power line (south of parking lot)
11. Remove sod from pine straw rings of planted trees
12. Repair sod around all fence posts
13. Pine straw beds abutting concrete needs to be pulled back 2 feet and a mulch trench installed to reduce erosion
14. Tighten several tree stakes to ensure proper growth angle
15. Reduce watering schedule to avoid weed growth and root rot
16. Remove all irrigation marking flags
17. Install nozzles on all sprinkler heads that are missing
18. Check irrigation system for leaks

During City Attorney comments, Councilman Colledge made the motion to enter closed session to determine if executive session is necessary. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter into executive session to discuss potential property acquisition. Councilman Jackson seconded the motion. The vote was carried unanimously.

No action was taken during executive session.

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

Councilman Gollott made the motion to recess until April 16, 2024 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 April 16, 2024.

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

Council Meeting:

April 16, 2024

Title:

Receive February 2024 Finance Reports

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive February 2024 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for February 2024 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting April 16, 2024.

FEB 2024 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,738,545.07
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,492,908.92
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,021,830.95
Amphitheater Venue	Depository Account	004-000-001	\$100,000.00
MDAH School House Grant	Depository Account	030-000-001	\$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$179,023.79
U S Justice Equitable Sharing	Depository Account	157-000-001	\$17,411.86
Fire Protection Fund	Depository Account	160-000-001	\$387,009.15
Tidelands Grant	Depository Account	171-000-001	\$26,666.33
Library Support Fund	Depository Account	172-000-001	\$37,613.79
Fairway Boat Launch	Depository Account	173-000-001	(\$2,400.00)
Shepard State Park Fund	Depository Account	176-000-001	\$71,508.52
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$90,748.83
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$232,209.25
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$10,416,898.96
General Depository Reconciled Cash Balance			\$10,416,942.96

ENTERPRISE FUND

Fund Name		Account #	Balance
OST-GV Sewer Improvements	Enterprise Account	360-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	\$0.00
Head Start Drainage Imp Project	Enterprise Account	370-000-002	\$0.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	(\$86,900.00)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,723,803.01
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	\$1,177,428.20
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$4,814,343.21
Enterprise Reconciled Cash Balance			\$4,811,078.40

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$871,439.09
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,407,798.33
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$305,714.59
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$725,539.81
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,836.26
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,836.26
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$21,095.50
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$940,180.36
HB Town Commons - Great Lawn	Restricted Fund	304-000-002	\$416,736.87
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	\$1,508,537.76
Inclusion Playground HB603	Restricted Fund	304-000-009	\$985,341.22
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,003,520.66
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$846,639.02
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$135.29
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	\$286,063.05
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$256,283.31
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$944,420.88
Total Bond & Restricted Reconciled Cash Balances			\$11,621,118.26

**FEB 2024
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2024	FEB 2024	Balance	41.66% % to date
General Fund Revenues	12,478,213.00	5,895,441.12	6,582,771.88	47.2%
Expenditures:				
001 Legislative	246,854.00	104,617.78	142,236.22	42.3%
010 City Court	350,763.00	133,317.37	217,445.63	38.0%
021 City Manager	282,800.00	100,072.64	182,727.36	35.3%
022 Human Resources	76,969.00	30,462.45	46,506.55	39.5%
040 City Clerk	510,208.00	201,548.83	308,659.17	39.5%
060 City Attorney	175,000.00	64,785.40	110,214.60	37.0%
090 Economic Dev - Planning	520,795.00	194,651.53	326,143.47	37.3%
092 Building & General Expenses	1,297,845.00	600,844.66	697,000.34	46.2%
094 Grants & Project Admin	233,964.00	92,340.37	141,623.63	39.4%
100 Police	4,549,148.00	2,021,929.32	2,527,218.68	44.4%
161 Fire	3,057,931.00	1,218,869.02	1,839,061.98	39.8%
170 Recreation	808,414.00	293,384.62	515,029.38	36.2%
201 PW: Streets	734,800.00	140,567.36	594,232.64	19.1%
205 PW: Maintenance	392,996.00	148,845.89	244,150.11	37.8%
680 Debt Service	87,454.00	46,323.96	41,130.04	52.9%
900 Interfund Transfers	771,132.00	254,380.00	516,752.00	32.9%
General Fund Expenditures	14,097,073.00	5,646,941.20	8,450,131.80	40.0%
<i>Total Operating Expenditures</i>	12,930,778.00	5,015,501.20	7,915,276.80	
<i>Total Capital Outlay Expenditures</i>	171,500.00	330,736.04	-159,236.04	
<i>Total Debt Service</i>	223,663.00	46,323.96	177,339.04	
<i>Total Transfers Out</i>	771,132.00	254,380.00	516,752.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	14,097,073.00	5,646,941.20	8,450,131.80	
<i>Personnel</i>	9,289,832.00	3,811,510.23	5,478,321.77	
<i>Supplies</i>	686,211.00	161,316.96	524,894.04	
<i>Other Services</i>	2,954,735.00	1,042,674.01	1,912,060.99	
<i>Capital Outlay</i>	171,500.00	330,736.04	-159,236.04	
<i>Debt Service</i>	223,663.00	46,323.96	177,339.04	
<i>Interfund Transfers for DS</i>	771,132.00	254,380.00	516,752.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	14,097,073.00	5,646,941.20	8,450,131.80	

**FEB 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of FEB 2024	Balance	41.66% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	590,026.47	533,267.53	52.5%
Expenditures	2,026,176.45		2,026,176.45	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	3,932,809.75	70,957.60	3,861,852.15	1.8%
Expenditures	5,884,118.49		5,884,118.49	
004 Amphitheater Venue Fund				
Revenues	555,000.00	100,000.00	455,000.00	18.0%
Expenditures	555,000.00		555,000.00	
030 MDAH 2014 Community Heritage				
Revenues	74,577.00		74,577.00	
Expenditures	95,004.43		95,004.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,368,687.22	3,106.78	4,365,580.44	
Expenditures	5,597,535.75	492,405.59	5,105,130.16	8.7%
156 SE MS METRO TASK FORCE				
Revenues	0.00	100,000.00	(100,000.00)	
Expenditures	119,655.00	41,906.64	77,748.36	35.0%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	13,434.43		13,434.43	
160 Fire Protection Fund				
Revenues	543,000.00		543,000.00	
Expenditures	629,500.00	14,359.07	615,140.93	2.2%
171 Combined Tidelands Grant				
Revenues	840,695.11	80,895.27	759,799.84	9.6%
Expenditures	799,895.33	13,429.16	786,466.17	1.6%
172 Library Support Fund				
Revenues	129,119.00	89,516.23	39,602.77	69.3%
Expenditures	129,119.00	51,902.44	77,216.56	40.1%
173 Fairway Boat Launch - Tidelands				
Revenues	250,000.00		250,000.00	
Expenditures	250,000.00	2,400.00	247,600.00	0.9%
176 Shepard State Park				
Revenues	180,570.00	76,963.19	103,606.81	42.6%
Expenditures	197,515.00	65,543.92	131,971.08	33.1%

**FEB 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of FEB 2024	Balance	41.66% % to date
177 HB1353 Local Imps: Shepard				
Revenues	500.00	2,669.10	(2,169.10)	533.8%
Expenditures	1,446,824.48	41,280.00	1,405,544.48	2.8%
250 2018 W&S Bond Debt Service				
Revenues	290,350.00	120,297.67	170,052.33	41.4%
Expenditures	286,318.76	60,659.38	225,659.38	21.1%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,440.00	670.58	10,769.42	5.8%
Expenditures	1,950.00		1,950.00	
252 2019 W&S Bond Debt Service				
Revenues	387,300.00	160,207.19	227,092.81	41.3%
Expenditures	379,181.25	306,531.25	72,650.00	80.8%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,750.00	874.42	10,875.58	7.4%
Expenditures	2,700.00		2,700.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,060.00	228,716.86	69,343.14	76.7%
Expenditures	298,431.26	228,655.34	69,775.92	76.6%
255 S2020 Refnd GO Bond Debt Service				
Revenues	472,700.00	25,725.00	446,975.00	5.4%
Expenditures	472,700.00	25,725.00	446,975.00	5.4%
300 USDA-NRCS EWP				
Revenues	149,362.50		149,362.50	
Expenditures	151,800.00		151,800.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	0.00		0.00	
Expenditures	90,748.83		90,748.83	
304 Town Commons Park Project				
Revenues	213,000.00	4,706.33	208,293.67	2.2%
Expenditures	5,960,635.99	2,807,426.05	3,153,209.94	47.0%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,200.00	1,990.46	(790.46)	165.8%
Expenditures	25,000.00		25,000.00	
309 Town Center: MS Songwriters PA Center				
Revenues	3,600.00	7,258.12	(3,658.12)	201.6%
Expenditures	4,508,320.64	124,275.00	4,384,045.64	2.7%

**FEB 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of FEB 2024	Balance	41.66% % to date
355 Water Supply & Treatment Plant				
Revenues	6,000.00	4,377.69	1,622.31	72.9%
Expenditures	3,848,023.20	3,550,949.75	297,073.45	92.2%
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	2,770,000.00		2,770,000.00	
361 GV-Robertsdale Sewer Imps				
Revenues	385,988.73	347,090.28	38,898.45	89.9%
Expenditures	0.00		0.00	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	2,973,981.00	20,000.00	2,953,981.00	0.6%
Expenditures	2,973,981.00	20,000.00	2,953,981.00	0.6%
370 Head Start Drainage Improvements				
Revenues	226,908.95	249,318.30	(22,409.35)	109.8%
Expenditures	74,039.01	56,112.22	17,926.79	75.7%
371 Animal Shelter Water Main Extension				
Revenues	282,075.50	230,349.02	51,726.48	81.6%
Expenditures	102,300.00	134,925.02	(32,625.02)	131.8%
401 S2023 GO Note Equipment Fund				
Revenues	0.00	1,380,000.00	(1,380,000.00)	
Expenditures	0.00	202,571.80	(202,571.80)	
404 Solid Waste Fund				
Revenues	1,587,600.00	651,238.16	936,361.84	41.0%
Expenditures	1,586,388.00	529,620.00	1,056,768.00	33.3%
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	600.00	478.66	121.34	79.7%
Expenditures	0.00		0.00	

**FEB 2024
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)	BUDGET FY 2024	FEB 2024	Balance	41.66% % to date
Utility Fund Revenues	10,841,375.00	4,553,549.59	6,287,825.41	42.0%
Administration	3,920,970.00	1,346,158.29	2,574,811.71	34.3%
Water & Sewer O & M	3,818,072.00	1,504,918.15	2,313,153.85	39.4%
Debt Service	1,069,872.00	241,663.05	828,208.95	22.5%
Transfers	1,792,000.00	280,000.00	1,512,000.00	15.6%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,800,914.00	3,372,739.49	7,428,174.51	31.2%
<i>Total Operating Expenditures</i>	<i>7,535,042.00</i>	<i>2,819,145.06</i>	<i>4,715,896.94</i>	
<i>Total Capital Outlay Expenditures</i>	<i>204,000.00</i>	<i>31,931.38</i>	<i>172,068.62</i>	
<i>Total Debt Service</i>	<i>1,069,872.00</i>	<i>241,663.05</i>	<i>828,208.95</i>	
<i>Total Interfund Transfers</i>	<i>1,792,000.00</i>	<i>280,000.00</i>	<i>1,512,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,800,914.00</i>	<i>3,372,739.49</i>	<i>7,428,174.51</i>	
 <i>Personnel</i>	 <i>560,570.00</i>	 <i>234,495.05</i>	 <i>326,074.95</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>109,555.29</i>	<i>203,444.71</i>	
<i>Other Services</i>	<i>6,661,472.00</i>	<i>2,475,094.72</i>	<i>4,186,377.28</i>	
<i>Capital Outlay</i>	<i>204,000.00</i>	<i>31,931.38</i>	<i>172,068.62</i>	
<i>Debt Service</i>	<i>1,069,872.00</i>	<i>241,663.05</i>	<i>828,208.95</i>	
<i>Interfund Transfers</i>	<i>1,792,000.00</i>	<i>280,000.00</i>	<i>1,512,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,800,914.00</i>	<i>3,372,739.49</i>	<i>7,428,174.51</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

April 16, 2024
Approval of an Amendment to the Water Tank
Maintenance Agreement with American Tank
Maintenance, LLC to include Carter Road Tank

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of an Amendment to the Water Tank Maintenance Agreement with American Tank Maintenance, LLC to include Carter Road Tank

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier entered into an agreement with American Tank Maintenance, LLC for water tank maintenance on March 5, 2024;

WHEREAS, the City desires to enter a new agreement with American Tank Maintenance, LLC for water tank maintenance to include Carter Road; and

WHEREAS, the agreement will become effective as of May 1, 2024; and

WHEREAS, the Mayor and Council Members find that approving the amended agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City hereby approves the attached agreement, to replace the March 5, 2024 agreement, with American Tank Maintenance, LLC for water tank maintenance to also include Carter Road.

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 April 16, 2024.



City of Gautier, MS

Water Tank Maintenance Program Proposal

Mission Statement

“We will deliver Value, Quality and Service to Our Customers”

February 23, 2024



To City of Gautier, MS Officials:

American Tank Maintenance, LLC (ATM), is an **American owned company** that specializes in **Professional Service Water Storage Tank Asset Management and Maintenance Programs**. Our team of proven professionals is committed to providing world class customer service to our clients. In today's world, we know that you have multiple demands on your time and that you work diligently every day to provide your customers with safe clean drinking water. We know that one of the more valuable assets in this effort is the water storage tank. American Tank Maintenance will deliver peace of mind that your water storage tanks are safe, secure, clean, aesthetically pleasing and structurally sound. American Tank Maintenance specializes in Water Tank Maintenance Professional Services and long term Preventative Maintenance Programs.

Our **executive team members were the pioneers in the management and maintenance of potable water storage tanks** across the United States. Our management team has a combined **275 years of experience in the industry**. We are dedicated to building long term relationships with our customers. **Our focus is on you, the customer.**

American Tank Maintenance is a great company with a proven management team that has consistently created customer value. We endeavor to **provide integrity, professionalism, quality workmanship and outstanding customer service.**

We will do everything possible to earn and justify your trust. We look forward to a future working relationship with you.

Very Respectfully,

Sheldon Shelton

Executive Vice President of Sales / Principal
American Tank Maintenance, LLC
(478)737-9266
sshelton@americantankmaintenance.com

Executive Team Members / Resumes / Qualifications / Experience

Mike Lewis – President – American Tank Maintenance LLC



Experience:

22 Years – Water Tank Maintenance Industry
2 Years – Waste Water Fabrication & Maintenance Industry
12 Years – Financial Officer

For the past 16 years Mike has held senior executive management positions in the water and wastewater industry. He led the efforts to expand the water tank maintenance concept nationwide during this time while also creating a similar model for wastewater. Mike has been directly responsible for conducting and approving condition assessments of thousands of water storage tanks.

Chris Boyd – Executive Vice President/Operations – American Tank Maintenance, LLC



Experience:

15 years – Water Tank Maintenance Industry
21 years – Executive - Mining Industry

Chris has spent the past 35 years of his professional career managing businesses devoted to exemplary efficient production and providing superior customer service. His common sense approach and engineering background provides American Tank Maintenance with a foundation for operations excellence.

Sheldon Shelton – Executive Vice President/Sales – American Tank Maintenance, LLC



Experience:

24 Years – Water Tank Maintenance Industry
1 Year – Coatings Industry

Sheldon grew up in the water tank business as his grandfather and father were pioneers in the water tank maintenance program industry. His experience ranges from a helper on a washout crew to senior executive positions. Sheldon has performed condition assessments on thousands of tanks during his lifetime. He is a member of **NACE (#49062)**.

Senior Team Members / Resumes / Qualifications / Experience

Massie Hughes - Regional Sales Director/Partner – American Tank Maintenance, LLC



Experience:

15 Years – Water Tank Maintenance Industry
20 Years – United States Navy – Helicopter Pilot, Operations Officer, Executive Manager

After serving his Country, Massie retired from the Navy and began a second career in the water tank industry. He has held various positions ranging from a Water System Consultant and National Training Director to Regional Vice President.

Jeff George - Regional Sales Director – American Tank Maintenance, LLC



Experience:

33 Years – Water Tank Maintenance Industry
16 Years – Textile Industry

Jeff has had executive level positions in the water tank industry for 30 years. He directed a team of salesmen from Alabama to California. Jeff has approved condition assessments on thousands of water storage tanks. He was part of the team that developed and promoted the first water tank maintenance program services in the nation.

Brad McConnell - Regional Sales Director – American Tank Maintenance, LLC



Experience:

14 Years – Water Tank Maintenance Industry
11 Years – Owner/President – Private Business

Brad has been a leader in the water tank maintenance business for the past five years. His experience ranges from inspector to sales to operations. Brad is a member of Georgia Rural Water and Georgia Water Professionals. Prior to the water tank maintenance business, Brad owned and managed a successful private enterprise. Brad is in charge of project management and customer satisfaction for American Tank Maintenance.

Alex Shelton - Regional Sales Director – American Tank Maintenance, LLC



Experience:

7 Years – Water Tank Maintenance Industry

Just like his brother Sheldon, Alex grew up in the water tank business as he is the 4th generation in his family to work in the industry. Alex has learned the business from the “ground up” by working on washout and welding crews to understand every side of the business. Alex has performed condition assessments on hundreds of tanks during his lifetime. He now focuses on sales in the North Carolina region and takes pride in taking care of his customers.

Charles Belcher - Regional Sales Director/Partner – American Tank Maintenance, LLC



Experience:

48 Years – Water Tank Maintenance Industry

Charles has been a member of Georgia Rural Water since its inception in 1979. He was part of the team that developed and promoted the first water tank maintenance program services in the nation. His experience and reputation is unquestioned in the industry.

Keith Waites - Regional Sales Director – American Tank Maintenance, LLC



Experience:

17 Years – Well Drilling Industry

5 Years – Water Tank Maintenance Industry

Keith has been in the water industry all of his professional career. He worked in the water well drilling industry since 2001 and has deep knowledge and experience in residential and agricultural drilling and well development. He has also owned and operated a successful residential water filtration business beginning in 2004. He is a customer-focused problem solver who has individually managed hundreds of projects with a commitment to superior quality, accuracy, service and responsiveness.

Gene Holder – Regional Operations Director – American Tank Maintenance, LLC



Gene's 30+ years of experience in water tank maintenance has provided him with a wealth of knowledge and skills including paint, repair, inspection, and project management. His years of work in the tank industry has allowed him to form a number of great relationships with city engineers, mayors, water department superintendents, and managers. These connections have been preserved by his philosophy that anything worth doing, is worth doing right-the first time.

Gene is a NACE Certified Coatings Inspector –Level 3 (#27247).

Gene believes that customer satisfaction is key. He goes to great lengths to maintain his many customer relationships and looks forward to developing many new ones.

Doug Byrd – Manager Field Operations – American Tank Maintenance, LLC



Experience:

30+ Years – Field Operation – Water Tank Maintenance Industry

Doug has dedicated his professional career in field operations for the water tank industry. Doug has performed condition assessments on thousands of water tanks. His extensive experience is unparalleled in coating & logo application, repairs and inspections. He is a member of **NACE (#17409)**.

Billy Wiggins, P.E. – Engineer – American Tank Maintenance, LLC



Experience:

25 years – Engineer

Billy has over 20 years of experience as a P.E. He holds US Patents. Billy provides all engineering analysis and oversight for the company.

Michael Szabo - Regional Sales Director/Partner – American Tank Maintenance, LLC



Experience:

24 Years – Water Tank Maintenance Industry

14 Years – U.S. Army

Michael is the consummate professional and has 17 years of experience in the industry providing superior service to his customer base in Alabama and the Florida Panhandle. Prior to entering the industry Michael served his country for 14 years in the Army. He is a combat vet of Panama, Desert

Shield and Desert Storm. Michael has transferred this selfless dedication for others into his professional career. He is a member of the Alabama and Florida Rural Water Associations and is dedicated to providing high value tank maintenance solutions to his service area.

Barrett Stanley - Regional Sales Director – American Tank Maintenance, LLC



Experience:

5 Years – Water Tank Maintenance Industry

During his college years Barrett held numerous leadership positions and interned in the Legislative Affairs Office of Georgia's Former Governor Nathan Deal. After graduating he worked at State Farm Insurance learning how to serve people. After joining our team, he put in hard work on the crews and learned a lot about the operational side of tanks. Barrett has now transitioned to sales where he looks to build long term relationships with customers in Southern Mississippi by bringing them value and great customer service.

Heath Boyd – Director of Operations – American Tank Maintenance, LLC



Heath has 8 years of engineering and project management experience across multiple fields. He received a BS in Mechanical Engineering from Georgia Tech and an MBA from Georgia College & State University. Heath's technical skills have given him a focus on detail and high quality of work. Heath oversees project management, scheduling, and customer satisfaction with American Tank Maintenance.



American Tank Maintenance's Professional Service Asset Management Program for Water Storage Tanks

FULL-SERVICE MAINTENANCE PROGRAM SUMMARY OF COVERAGE

The Maintenance Program implemented by **AMERICAN TANK MAINTENANCE** includes an annual visual inspection evaluation and a biennial (once every two (2) years) washout, inspection and disinfection. These inspection reports will determine the internal and external coating, structural conditions and serviceability of the tank(s) and associated parts. Following inspection, if any corrosion is present, coating maintenance will be performed to keep the tank corrosion free. All inspections will determine needs and the time for major painting projects.

- **American Tank Maintenance assumes all RISK and LIABILITY for Maintenance of Water Storage Tank**
- **Comprehensive tank maintenance** from the contract origination date.
- **Short- and Long-Term Pro-Active Tank maintenance.**
- Tank serviceability.
- An **annual visual inspection** of the tank with report and photographs documenting the current condition.
- A **biennial washout, disinfection and inspection** of the tank with report and photographs documenting the current condition.
- **Future Tank exterior cleaning, painting**, protective coating maintenance and repairs necessary to keep the tank serviceable, corrosion free and looking nice.
- **Future Tank interior cleaning, painting**, protective coating maintenance, disinfection and necessary repairs to assure that the tank is serviceable, sound, corrosion free and watertight.
- **Emergency service** needed under the terms of the contract.
- Coverage for any **acts of vandalism to the tank**. Furnish and install a lockable ladder gate climb prevention shield anti-climb deterrent and tank access locks to minimize the opportunity for vandalism and reduce tank owner liability (fencing, securable access hatches, removable lower ladder portion are also recommended).
- Coverage for **normal deterioration, future repairs, steel replacement**, steel parts, expansion joints, water level indicators, sway rods, manhole covers and gaskets, and all other tank and tower components.
- **Maintenance of the tank's logo**, lettering and artwork.



MAINTENANCE PROGRAM (TANK INSPECTION SCHEDULE)

Under ATM's Full-Service Maintenance Program, each tank is inspected yearly in accordance with various State guidelines. There are two [2] types of inspections. Each time, scheduled inspections are conducted, a report outlining the tank's condition and describing the inspection is submitted to the tank owner. Any repairs identified during the inspection are noted and scheduled for correction.

- Visual Engineering Inspections
- Washout Inspections

VISUAL ENGINEERING INSPECTIONS

This inspection is conducted by an experienced tank inspector and the photos and report are prepared by a qualified NACE certified tank engineer. The inspection is to determine:

- The condition of the exterior and interior coatings
- That the tank is in compliance with all safety and sanitary regulations
- That the tank's structural integrity is intact
- Repairs/touchups which may be needed

WASHOUT INSPECTIONS

The biennial washout inspection is conducted by a company service crew and requires that the tank be fully drained. The crew removes any sediment/sludge that has collected in the storage tank and pressure-washes accessible areas. Once the tank has been cleaned, any needed repairs/touch-ups are made. Then photographs documenting the condition of the interior are taken. The final stage of the process is to replace the man-way gasket and to disinfect the interior per AWWA Spray Method #2. The tank is now ready to be put back into service. A report of the findings and photographs is given to the tank owner. This report can be used as documentation for the conditions of the tank and proof of compliance for the various State agencies. During the washout/inspection, any needed repairs or touch-ups due to vandalism or normal deterioration will be completed. If the repairs can't be made at this time, the corrections will be scheduled and completed as soon as possible.



REPAIRS

Items of repair that are identified during routine maintenance inspections are scheduled based upon priority. Should the tank owner experience a needed repair in the interim, the owner can contact your account manager and the repair will be scheduled. Routine maintenance repairs will be scheduled as quickly as possible. Crucial or emergency repairs are scheduled at once. Offensive graffiti is treated as an emergency repair and is attended to at once.

Why should the City of Gautier, MS partner with American Tank Maintenance?

- 1) American Owned**
- 2) Focused on Water Tank Maintenance only**
- 3) Establish and Maintain Long Term Relationship with Customers**
- 4) Outstanding Professional Service and Quality Work**
- 5) Lifetime warranty on the paint coatings in case of a premature failure under the program**
- 6) Focused on Customer Service**
 - Yearly Account Overview
 - **Barrett Stanley**, Account Manager available 24/7
- 7) Properly Manage all tanks in a Timely and Professional manner**



Capability

American Tank Maintenance (ATM) is uniquely qualified to address any tasks needed to maintain and manage a water storage vessel. In addition to the vast years of experience of our team members, ATM utilizes a state-of-the-art computer management system to manage all water storage assets. Our customers have access to their information via a secure online portal. ATM has the crews to perform all needed inspections, washouts, repairs and renovations needed. Below are just a sample of ATM's equipment.



Service Vehicle



Blast Pot and Containment System



Air Compressor



Service Vehicle



Customer References

Hattiesburg, MS

Contact: Alan Howe (Director of Water and Sewer)
Address: 900 James St., Hattiesburg, MS 39401
Phone: 601-408-0586
Tanks: 10

Macon, MS

Contact: Jerry Ledbetter
Address: 2943 Jefferson St., Macon, MS 39341
Phone: 478-987-4280
Tanks: 3

Kosciusko, MS

Contact: Chad Kyle
Address: 124 W Washington St., Kosciusko, MS 39090
Phone: 662-289-1141
Tanks: 5

Moselle Water Association, MS

Contact: Darrell Blackwell
Address: 21 Hall St., Moselle, MS 39459
Phone: 601-498-7098
Tanks: 2

Monroeville Water Works, AL

Contact: William Snyder
Address: PO Box 674, Monroeville, AL 36461
Phone: (251)575-2617
Tanks: 4

Gulfport, MS

Contact: Colton Peterman
Address: 4050 Hewes Ave., Gulfport, MS 39507
Phone: 228-518-0717
Tanks: 12

Lena Water Works Association, MS

Contact: Danny Babb
Address: 500 Hwy 500., Lena, MS 39094
Phone: 601-287-0236
Tanks: 1

Winona, MS

Contact: Frank Faulkner
Address: 600 Greensboro St., Winona, MS 38967
Phone: 662-417-9890
Tanks: 5

Indianola, MS

Contact: Mayor Steve Rosenthal
Address: 101 Front Ave, Indianola, MS 38751
Phone: 662-887-6085
Tanks: 4

Lumberton, MS

Contact: Ms. Keenon Johnson
Address: 300 N 2nd St., Lumberton, MS 39455
Phone: 601-543-2679
Tanks: 2

ACL Water Association, MS

Contact: Perry Overby
Address: 1182 Hwy 43 S., Pelahatchie, MS 39145
Phone: 601-954-1676
Tanks: 2

Newton, MS

Contact: Gary Turner
Address: 203 E Church St., Newton, MS 39345
Phone: 601-282-0821
Tanks: 3

Collins, MS

Contact: Shane Knight
Address: 300 Main St., Collins, MS 39428
Phone: 601-517-1457
Tanks: 3

Braxton, MS

Contact: Mayor Michael Arinder
Address: 380 Palm St., Braxton, MS 39044
Phone: 601-591-3940
Tanks: 2

Mendenhall, MS

Contact: Mayor Todd Booth
Address: 172 W Maud Ave, Mendenhall, MS 39114
Phone: 601-382-1141
Tanks: 4

Sweethome Water & Sewer District, MS

Contact: Calvin Stephens
Address: 201 Spring St., Lexington, MS 39095
Phone: 662-392-7937
Tanks: 2

Holmes Community College, MS

Contact: Joey Netherland
Address: 9216 Hwy 14, Goodman, MS 39079
Phone: 662-582-0402
Tanks: 1

Bude, MS

Contact: Roger Sullivan
Address: 125 W Railroad Ave., Bude, MS 39630
Phone: 601-384-2600
Tanks: 1

Cleary Water Sewer & Fire District, MS

Contact: Spencer Ford
Address: 217 Hickory Ridge Dr., Florence, MS 39073
Phone: 601-842-1088
Tanks: 2

Mooreville-Richmond Water Association, MS

Contact: David Faust
Address: 751 Hwy 371 Mooreville, MS 38857
Phone: 662-213-9971
Tanks: 6

Iuka, MS

Contact: Josh Clingan
Address: 959 W 2nd St., Iuka, MS 38852
Phone: 662-424-2600
Tanks: 4

Batesville, MS

Contact: Mike Ross
Address: 103 College St., Batesville, MS 38606
Phone: 662-563-4576
Tanks: 4

Guntown, MS

Contact: Lee Davis
Address: 1589 Main St., Guntown, MS 38849
Phone: 662-322-5311
Tanks: 3

Horn Lake Water Association, MS

Contact: Connie Bunting
Address: 3101 Goodman Rd. W, Horn Lake, MS 38637
Phone: 662-393-0140
Tanks: 7

Alcorn County Water Association, MS

Contact: David Lutz
Address: 116 S Cass St., Corinth, MS 38835
Phone: 662-293-0024
Tanks: 3

Corinth Gas and Water, MS

Contact: David Bass
Address: 305 W Waldron St., Corinth, MS 38834
Phone: 662-808-5717
Tanks: 9



City of Gautier, MS

Schedule of Work & Fees – 5 Year Extension for Maintenance Agreement

	2024	2025	2026	2027	2028
	Year 1	Year 2	Year 3	Year 4	Year 5
500,000 Elevated - Central Fire Station	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Exterior Renovation & Washout Inspection	Visual Inspection & Emergency Service
	\$ 11,398	\$ 11,398	\$ 11,398	\$ 11,398	\$ 11,398
150,000 Elevated - Mall Tank	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service
	\$ 14,697	\$ 14,697	\$ 14,697	\$ 14,697	\$ 14,697
300,000 Elevated - Martin Bluff Tank	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Interior Renovation	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service
	\$ 18,495	\$ 18,495	\$ 18,495	\$ 18,495	\$ 18,495
50,000 Elevated - Lark Street	Visual Inspection & Emergency Service	Exterior Renovation & Washout Inspection	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service
	\$ 24,901	\$ 24,901	\$ 24,901	\$ 24,901	\$ 24,901
10,000 PV - Hwy 57	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service	Visual Inspection & Emergency Service
	\$ 2,190	\$ 2,190	\$ 2,190	\$ 2,190	\$ 2,190
200,000 Elevated - Carter Road	Washout Inspection & Install Ladder Gate	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service	Visual Inspection & Emergency Service	Washout Inspection & Emergency Service
	\$ 15,705	\$ 15,705	\$ 15,705	\$ 17,118	\$ 17,118
YEARLY TOTAL	\$ 87,386	\$ 87,386	\$ 87,386	\$ 88,800	\$ 88,800

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

Council Meeting:

April 16, 2024

Title:

Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the 2021 NRCS Drainage Grant Project

Introduced by:

Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the 2021 NRCS Drainage Grant Project in an amount not to exceed \$25,700.

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 000-2024

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the 2021 NRCS Drainage Grant Project; and

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

WHEREAS, the City was awarded a total of \$104,362.50 in Emergency Watershed Protection Program grant funds for drainage work in two locations across the City; and

WHEREAS, this is a 75/25 grant with the estimated total project cost is \$126,500 (\$94,875 in federal funds and \$31,625 in local match), and NRCS will also provide \$9,487.50 for technical assistance to aid with related engineering costs; and

WHEREAS, this project includes a streambank stabilization with riprap and debris/sediment removal at Cypress Landing/Ferry Point Road (650 ft.) and San Lorenzo (2,250 ft.); and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide services including engineering design, bidding phase, construction general administration, resident project representation, and topographic survey for design related to the NRCS drainage grant; and

WHEREAS, the cost of the contract is not to exceed \$25,700; 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 in relation to the 2021 NRCS Drainage Grant Project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: April 4, 2024
Subject: NRCS Drainage Grant Project (2021 Round of Funding) – 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 2021 NRCS drainage grant project in an amount not to exceed \$25,700.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on December 13, 2022, that it had received a total of \$104,362.50 in Emergency Watershed Protection Program grant funds for drainage work in two locations across the City. This is a 75/25 grant, and the estimated total project cost is \$126,500 (\$94,875 in federal funds and \$31,625 in local match). NRCS will also provide up to \$9,487.50 for technical assistance to aid with related engineering costs.

This project includes streambank stabilization with riprap and debris/sediment removal at Cypress Landing/Ferry Point Road (650 ft) and San Lorenzo (2,2250 ft).

DISCUSSION:

Seymour will provide engineering design, bidding phase, construction general administration, resident project representation, and topographic survey for design related to the NRCS drainage grant.

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 2021 NRCS drainage grant project in an amount not to exceed \$25,700.

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. Seymour Engineering Contract

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

THIS IS AN AGREEMENT made as of _____, 2024, between the City of Gautier (OWNER) and Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to perform sediment and debris removal as outlined in Exhibit D in Gautier, Mississippi (hereinafter called the Project).

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

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

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

1.2 Preliminary Design.

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

1.3. Final Design Phase.

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

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

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

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

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

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

1.4 Bidding or Negotiating Phase.

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

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

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

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

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

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

1.5. Construction Phase.

During the Construction Phase:

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

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

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

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

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

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

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

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

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

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

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

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

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

qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments.

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 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.3, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

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

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

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

PERCENTAGE METHOD OF PAYMENT

SECTION 3 - PAYMENTS TO ENGINEER

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

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

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

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

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

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees assigned to resident project representation, as shown in Exhibit B.

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

3.2 Times of Payments.

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

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

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

4.2. Reuse of Documents.

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

4.3. Insurance.

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

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

4.4. Controlling Law.

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

4.5. Successors and Assigns.

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

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

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

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES.

- 5.1 This Agreement is subject to the following special provisions.
 - 5.1.1 The Final Design 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.
- 5.2 The following Exhibits are attached to and made a part of this Agreement:
 - 5.2.1 Exhibit A Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.
 - 5.2.2 Exhibit B Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.
 - 5.2.3 Exhibit C Payments to Engineer, consisting of 1 page.
 - 5.2.4 Exhibit D Approved Areas for Sediment and Debris Removal, consisting of 1 page.
- 5.3 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

OWNER:

DATE:

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

ADDRESS FOR GIVING NOTICES:

**3330 US-90
GAUTIER, MS 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,
(for use with No. 1910-1. 1984 Edition)

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

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____, 2024, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

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

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. Records

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
- 12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- C. LIMITATIONS OF AUTHORITY - Resident Project Representative:
 - 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
 - 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
 - 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 7. Shall not authorize OWNER to occupy the Project in whole or in part.
 - 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT B
STANDARD HOURLY RATES

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

REIMBURSABLE

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

EXHIBIT C
PAYMENTS OF ENGINEER

ENGINEERING FEE SUMMARY

BASIC SERVICES:

ENGINEERING DESIGN.....\$7,200.00

BIDDING PHASE.....\$5,000.00

CONSTRUCTION GENERAL ADMINISTRATION/
RESIDENT PROJECT REPRESENTATIVE.....\$7,000.00

ADDITIONAL SERVICES

TOPOGRAPHIC SURVEY FOR DESIGN.....\$6,500.00

ENGINEERING LUMP SUM FEE TOTAL.....\$25,700.00

EXHIBIT D
APPROVED AREAS

AREAS APPROVED FOR NRCS WORK INCLUDE:

1. Sam Lorenzo – 2,250 ft. of channel blocked by sediment and debris.
2. Cypress Landing at Ferry Point Road – 650 ft. of channel blocked by sediment and debris.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

April 16, 2024
Authorization to retire K-9 Unit (Tess) from service,
and to transfer ownership to Mellisa McQuagge

Introduced by:
Contact Person/Telephone

Chief David Bever 497-8099

Summary Explanation: Authorization to retire K-9 Unit (Tess) from service, and to transfer ownership to Mellisa McQuagge

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:

RESOLUTION NUMBER 000-2024

**RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO RETIRE K-9 UNIT (TESS)
AND TO TRANSFER OWNERSHIP TO HER HANDLER,
MELLISA MCQUAGGE**

WHEREAS, the Gautier Police Department is requesting that K-9 Unit (Tess) be retired from service; and

WHEREAS, a Law Enforcement officer is allowed to retain as his/her personal property any K-9 assigned to the officer when the dog is retired from service pursuant to Miss. Code Ann. 45-3-52; and

WHEREAS, K-9, Tess, has served the Gautier Police Department alongside with Mellisa McQuagge; and

WHEREAS, the Mayor and Members of the Council have determined that retiring K-9 Unit (Tess), and transferring ownership to Mellisa McQuagge is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that K-9 Unit Tess is hereby retired from service, and that her ownership be transferred to her handler, Mellisa McQuagge.

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 16th of April, 2024.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: April 8, 2024
Subject: Retirement of K9 Tess

REQUEST:

The Chief of Police is requesting the City Council's approval to retire K9 Tess, consider K9 Tess as surplus property and transfer ownership K9 Tess' Handler, Mellisa McQuagge.

BACKGROUND:

K9 Tess is considered geriatric at the age of almost nine and I am recommending K9 Tess be retired from active service. The life expectancy of a Belgian Malinois working dog is 10-12 years.

DISCUSSION:

If the retirement is approved, K9 Tess would have to be approved as surplus property by the City Council and ownership would be transferred over to Mellisa McQuagge. State Statute 45-3-52 requires a law enforcement officer to be allowed to retain as his/her personal property any dog assigned to the officer when the dog is retired from service (MS Attorney General Opinion No. 2009-00245).

RECOMMENDATION:

The Chief of Police recommends the Mayor and Council approve the retirement of K9 Tess, consider K9 Tess as surplus property and transfer ownership of K9 Tess to her handler, Mellisa McQuagge.

ATTACHMENT:

State Statute 45-3-52
Attorney General Opinion No. 2009-00245

[< Previous](#)[Next >](#)

Miss. Code Ann. § 45-3-52

Copy Citation

Current through the 2023 Regular Session including changes and corrections authorized by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

[Mississippi Code 1972 Annotated](#) [Title 45. Public Safety and Good Order \(Chs. 1 – 29\)](#) [Chapter 3. Highway Safety Patrol \(§§ 45-3-1 – 45-3-57\)](#)

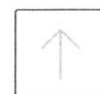
§ 45-3-52. Retention by officers of assigned dogs retired from service.

A member of the Mississippi Highway Safety Patrol or any other certified law enforcement officer shall be allowed to retain as his personal property any dog assigned to such member when the dog is retired from service.

History

Laws, 2004, ch. 491, § 1, eff from and after July 1, 2004.

Mississippi Code 1972 Annotated
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Mr. Charles Smith

Office of the Attorney General
May 29, 2009
2009 WL 1643503 (Miss.A.G.)

Office of the Attorney General

State of Mississippi

^{*1}
Opinion No.
2009

-
00245
^{*1} May 29, 2009

Re: Law enforcement dogs

^{*1} Mr. Charles Smith
^{*1} Chief of Police
^{*1} City of Indianola
^{*1} P. O. Box 269
^{*1} Indianola, MS 38751

Dear Chief Smith:

^{*1} Attorney General Jim Hood received your request and assigned it to me for research and response.

Issue Presented

^{*1} Can a municipality maintain a law enforcement dog that is in the custody of a municipal K-9 officer?

Response

^{*1} Yes. A municipality is authorized to purchase a suitable dog for law enforcement purposes and to appropriate and pay monthly such amounts as may be necessary to maintain and care for the dog, pursuant to Section 21-21-5 of the Mississippi Code. Alternatively, a municipality may increase the salary of a K-9 officer to compensate the officer for the training, maintenance and medical expenses of a dog that is owned by the officer, but is used on a regular basis by the city for law enforcement purposes.

^{*1} Please also note that Section 45-3-52 of the Mississippi Code requires that a law enforcement officer be allowed to retain as his personal property any dog assigned to the officer when the dog is retired from service. In the event the K-9 officer donates ownership of the dog to the municipality and the dog is assigned to the K-9 officer, the K-9 officer would be entitled to retain the dog as the K-9 officer's personal property when the dog is retired from service.

^{*1} However, any other arrangement in which the city is contemplating a separate contract with the K-9 officer, other than the K-9 officer's contract of employment, should be submitted to the Mississippi Ethics Commission for an advisory opinion.

Very truly yours,

^{*1} Jim Hood
^{*1} Attorney General
^{*1} By: Chuck Rubisoff
^{*1} Special Assistant Attorney General

2009 WL 1643503 (Miss.A.G.)

END OF DOCUMENT

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

April 16, 2024
Approval of a Memorandum of Understanding
(MOU) with the United States Secret Service

Introduced by:
Contact Person/Telephone

Chief David Bever 497-8000

Summary Explanation: Approval of a Memorandum of Understanding (MOU) with the United States Secret Service

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 000-2024

WHEREAS, the Gautier Police Department is requesting approval of the Memorandum of Understanding (MOU) with the United States Secret Service; and

WHEREAS, this MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title 1, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot) Act of 2001; and

WHEREAS, the Secret Service has consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs); and

WHEREAS, this MOU between the Gautier Police Department and the Secret Service's CFTF benefits the community and department with expanded investigative capabilities to investigate cyber related crimes; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with the United States Secret Service 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 Understanding (MOU) between the United States Secret Service and the City of Gautier/Gautier Police Department is hereby approved.

IT IS FURTHER ORDERED that the City Manager, Police Chief, 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 April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: April 8, 2024
Subject: Approval of Memorandum of Understanding between the United States Secret Service and the Gautier Police Department.

REQUEST:

The Chief of Police is requesting the City Council's approval to enter into a Memorandum of Understanding with the United States Secret Service.

BACKGROUND:

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is also established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I).

DISCUSSION:

The Gautier police department entering into a MOU with the Secret Service's CFTF benefits the community and department with expanded investigative capabilities to investigate cyber related crimes.

RECOMMENDATION:

The Chief of Police recommends the Mayor and Council approve the Gautier Police Chief to enter into a Memorandum of Understanding with the United States Secret Service to join their CFTF.

ATTACHMENT:

The Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GAUTIER POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Gautier Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Gautier Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

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II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Gautier Police Department and the Secret Service for:

- (a) Information handling procedures**
- (b) Secret Service Digital Evidence Forensic Laboratory (DEFL) Forensic Partners**
- (c) Reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705**
- (d) Deputation of law enforcement officers as Secret Service Task Force Officers (TFOs)**
- (e) Access to Secret Service systems and/or unescorted access to Secret Service facilities**

FOR OFFICIAL USE ONLY//LAW ENFORCEMENT SENSITIVE

MEMORANDUM OF UNDERSTANDING

III. DEFINITIONS

- (i) CFTFs are a partnership between the Secret Service and its members from private industry, State, local, tribal, and territorial (SLTT) and Federal law enforcement agencies, Federal and State prosecutors, and academia. The mission of the CFTFs is to prevent, detect, and mitigate complex cyber-enabled financial crimes, with the goal of arresting and convicting the most harmful perpetrators. CFTFs effectively leverage the collective expertise of a range of key stakeholders necessary to combat cybercrime.
- (ii) Digital Evidence Forensic Labs (DEFLs) are access controlled spaces within Secret Service field offices, where Secret Service Digital Forensics (DF) and partner examiners conduct forensic examinations and acquisitions of digital devices to be used for evidentiary purposes.
- (iii) Task Force Members (TFMs), both law enforcement and non-law enforcement personnel, are assigned to Secret Service CFTFs and/or DEFLs. TFMs participate in Secret Service CFTF investigative and outreach activities.
- (iv) Task Force Officers (TFOs) are law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs. TFOs are certified law enforcement officers deputized by the United States Marshals Service (USMS) who are authorized to carry a firearm, have Secret Service issued Federal law enforcement credentials, and are authorized to perform federal law enforcement functions only as outlined in 18 United States Code (U.S.C.) § 3056, Powers, authorities, and duties of United States Secret Service. TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force policies.
- (v) Task Force Participants (TFP) are representatives of academia who participate in joint projects (e.g., research and development) with Secret Service CFTFs, or private sector companies who participate in information sharing (e.g., tactics, techniques, and procedures, and other cybersecurity communications) with Secret Service CFTFs.
- (vi) Forensic Partners are law enforcement agency TFMs or TFOs who are either trained and equipped by the National Computer Forensics Institute (NCFI) or equivalent. Forensic Partners are assigned to Secret Service to DEFLs and use Secret Service tools and resources.
- (vii) Federal Investigative Standards (FIS) established requirements for conducting background investigations to determine eligibility for logical and physical access, suitability for U.S. Government employment, fitness to perform work for, or on behalf of, the U.S. Government as a contract employee, and eligibility for access to classified information or to hold a sensitive position. FIS are governed by the U.S. Office of Personnel Management, Federal Investigative Services, and adjudicated by the Secret Service, Office of Human Resources, Chief Security Officer.

MEMORANDUM OF UNDERSTANDING

IV. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

(a) Information Handling Procedures

- (i) Information will be provided by the Secret Service to Gautier Police Department in a manner consistent with the Privacy Act (5 U.S.C. § 552a) and applicable regulations and policies. Personally Identifiable Information (PII) contained in records covered by a system of records should be handled in accordance with published Privacy Act routine uses. Information in the Criminal Investigative Information System of Records is authorized, amongst other routine uses, for disclosure to:
 - Personnel assigned to Federal, SLTT, international or foreign law enforcement agencies for the purpose of developing a criminal or civil investigation.
 - Employees and officials of financial and commercial business firms, and private individuals, where such disclosure is considered reasonably necessary for the purpose of furthering Secret Service efforts to investigate the activities of and apprehend criminal offenders and suspected criminal offenders.
- (ii) Information provided by Gautier Police Department to the Secret Service may become a federal record subject to the Privacy Act and the Freedom of Information Act.

(b) DEFL Forensic Partner Status (TFO and TFM)

Law enforcement agency personnel assigned to Secret Service DEFLs may be eligible to receive a Forensic Partner status. The Forensic Partner status is granted by the Secret Service to authorize TFOs or TFMs to use Secret Service DEFL tools and resources and to perform digital forensics on behalf of the Secret Service and on behalf of their law enforcement agency.

Forensic Partners are assigned to a Secret Service DEFL supervisor. Forensic Partners are subject to Secret Service Digital Forensics (DF), Evidence, Court Testimony, and other policies and procedures applicable to the Secret Service DEFL, when conducting exams in the Secret Service DEFL or using Secret Service tools and other applicable policies.

To receive a Secret Service Forensic Partner status Gautier Police Department assigned officers must:

- (i) Be available for a period of three (3) years to assist the Secret Service in the event of a large-scale cyber incident targeting Critical Infrastructure within their state.
- (ii) Be able to assist the Secret Service with digital forensics examinations when requested by the DEFL supervisor.

(c) Reimbursement of Overtime and Other Expenses

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MEMORANDUM OF UNDERSTANDING

- (i) The Gautier Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Gautier Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the Secret Service CFTF.
- (ii) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (iii) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (iv) During the period of assignment to the Secret Service CFTF, the Gautier Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (v) The Gautier Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (vi) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to Gautier Police Department, could change at any time.
- (vii) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen thousand (\$15,000.00) dollars during the fiscal year.
- (viii) This document does not obligate funds. Funding authority will be provided through other documents.

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MEMORANDUM OF UNDERSTANDING

- (ix) The Gautier Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Gautier Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

(d) Special Deputy Status (TFO)

SLTT law enforcement personnel assigned to Secret Service CFTFs and/or DEFLs may be eligible to receive a Special Deputy status. The Special Deputy status is sponsored by the Secret Service and granted by the USMS to authorize TFOs to carry a firearm, have Secret Service issued Federal law enforcement credentials, and to perform federal law enforcement functions on behalf of the Secret Service and only as outlined in 18 U.S.C. § 3056.

TFOs are assigned to a Secret Service CFTF supervisor and are subject to Secret Service Use of Force and other applicable policies.

To receive Special Deputy status as a Secret Service CFTF TFO, Gautier Police Department assigned officers must:

- (i) Be employed by a law enforcement agency with full-time statutory law enforcement responsibility with general arrest authority (this includes civilian security officers employed on military installations and assigned the responsibility to enforce federal law).
- (ii) Be United States citizen.
- (iii) Possess at least one year of law enforcement experience with Gautier Police Department and must have successfully completed a basic law enforcement training program.
- (iv) Not have been "convicted in any court of a misdemeanor crime of domestic violence," as per 18 U.S.C. § 922(g)(9) (also known as the Lautenberg Amendment).
- (v) Have successfully qualified with an authorized firearm on an approved course of fire within six months of date of application.
- (vi) Be subject to Secret Service Use of Force policies.
- (vii) Must have copy of a National Law Enforcement Telecommunications System (NLETS) message submitted by Gautier Police Department to the Transportation Security Administration (TSA) on their behalf and receives an eight-character Unique Alphanumeric Identifier (UAI) from TSA to be able to travel armed on commercial airlines provided. Must also carry their USMS deputation forms and present them to TSA along with the UAI message.

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MEMORANDUM OF UNDERSTANDING

(e) Access to Secret Service Systems and/or Unescorted Access to Secret Service Facilities

- (i) Gautier Police Department assigned officers can access Secret Service facilities unescorted, provided they first successfully attain FIS Tier 1 clearance authorized by the Secret Service Chief Security Officer.
- (ii) Gautier Police Department assigned officers can access Secret Service systems, provided they first successfully attain FIS Tier 4 clearance authorized by the Secret Service Chief Security Officer.
- (iii) Gautier Police Department assigned officers with access to Secret Service systems and/or unescorted access to Secret Service facilities is subject to applicable Secret Service policies.

V. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Gautier Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Jackson Resident Office

kalsmith Digitally signed by kalsmith
Date: 2024.03.25 09:34:27
-05'00'

RAIC Kyle A. Smith

Date: 3/25/24

Gautier Police Department

Chief David Bever

Date: _____

U.S. Secret Service
Criminal Investigative Division

SAIC William Mancino

Date: _____

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CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

April 16, 2024
Authorization to accept monetary donations for the
City of Gautier's Youth Baseball and Softball League

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball Leagues. Lauren Brown and Ethan Smith - \$150; Furlan's Marine - \$100

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier has taken over the Gautier Youth Baseball and Softball League; and

WHEREAS, in an effort to grow and promote the league, the Athletics Manager is seeking sponsors for the league; and

WHEREAS, several sponsors have offered donations to the City for the purpose of promoting the league, including Lauren Brown and Ethan Smith (\$150) and Furlan's Marine (\$100); and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations 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 donations from Lauren Brown and Ethan Smith (\$150) and Furlan's Marine (\$100). for the City of Gautier's Youth Baseball and Softball League is hereby approved and accepted.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 04/09/2024
Subject: Approval to accept monetary donations for The City of Gautier's Youth Baseball & Softball League

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Youth Baseball & Softball League.

BACKGROUND:

The City of Gautier has taken over the Gautier Youth Baseball and Softball League. In an effort to grow and promote the league the Athletics Manager is seeking sponsors for the league.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. League Sponsor- \$150.00-Lauren Brown and Ethan Smith
2. League Sponsor- \$100.00-Furlan's Marine INC

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donations for the City of Gautier's Youth Baseball & Softball League

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. Sponsorship Checks 2024

FURLAN'S MARINE INC 06-2008 16855
 PH. 228-497-7444
 4359 OLD SPANISH TRAIL
 GAUTIER, MS 39553

DATE 4/3/2024 85-368/655
 74

PAY TO THE ORDER OF City of Gautier \$ 100.00
One hundred dollars and 00/100 DOLLARS

 **HANCOCK WHITNEY**

FOR Gautier Baseball/Softball Misc. J. Kelly Kelly

Photo Safe Deposit Details on back

**LAUREN BROWN OR
 ETHAN J SMITH** 1691
 2745 WINDWARD DR
 GAUTIER, MS 39553 61-661/651
 308

DATE 4/2/24  CHECK AMOUNT

PAY TO THE ORDER OF City of Gautier \$ 150.00
One hundred fifty dollars and 00/100 DOLLARS

 **HANCOCK WHITNEY**

FOR donation for baseball misc. Lauren Brown

Photo Safe Deposit Details on back

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

April 16, 2024
Authorization is requested from Community Organization for Responsible Engagement (CORE) to waive the \$200.00 pavilion rental fee required for the Community Juneteenth Celebration to be held at George Martin City Park

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Authorization is requested from Community Organization for Responsible Engagement (CORE) to waive the \$200.00 pavilion rental fee required for the Community Juneteenth Celebration to be held at George Martin City Park

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 000-2024

WHEREAS, Community Organization for Responsible Engagement (CORE) will host its annual Community Juneteenth Celebration at George Martin City Park on June 15, 2024 from 3:00pm – 7:00pm at Pavilion B and 3:00pm – 7:00pm at Pavilion A; and

WHEREAS, CORE has requested that the City waive the pavilion rental fee for pavilions A and B in the amount of \$200.00 that will cover all time periods for each pavilion; and

WHEREAS, the Mayor and Members of the Council have determined that CORE is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the governing authority of any municipality, in its discretion, may expend municipal funds to match any state, federal or private funding for any program administered by the State of Mississippi, the United States government or any nonprofit organization that is exempt under USCA 501(c)(3); and

WHEREAS, CORE has received more than the total amount waived by the City (\$200.00) in the form of federal, state or private funding which will be used for this event;

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Community Organization for Responsible Engagement (CORE) to waive the pavilion rental fee for both pavilions A and B in the amount of \$200.00 for the Community Juneteenth Celebration to be held at the George Martin City on June 15, 2024 from 3:00pm until 7:00pm is hereby approved and authorized; and

BE IT FURTHER RESOLVED 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 April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 04/09/2024
Subject: Request to waive rental fees at George Martin City Park for Pavilion A & B for Community Organization for Responsible Engagement (CORE) Community Juneteenth Celebration

REQUEST:

Community Organization for Responsible Engagement (CORE) requests City Council to waive the \$200 pavilion rental fee required for the Community Juneteenth Celebration to be held at George Martin City Park on June 15, 2024 from 3:00 p.m. – 7:00 p.m. Pavilion B and 3:00 p.m.- 7:00 p.m. at Pavilion A.

BACKGROUND:

CORE is a community organization responsible for engaging youth and young adults in the Jackson County area through community service, education, and information. CORE is a 501c3 organization and has held free community events throughout The City of Gautier in the past.

CORE would like to host its annual Community Juneteenth Celebration at George Martin City Park on June 15, 2024 from 3:00 p.m. – 7:00 p.m. The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover all time periods for pavilion A&B.

DISCUSSION:

The City recognizes events, such as the Community Juneteenth Celebration, as it promotes a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

ATTACHMENTS:

1. CORE Juneteenth Event Fee Waiver Request
2. Event Permit



Dear City Council,

CORE is a 501 c3 (Tax ID# 85-0554274) that exists for the purpose of engaging youth and young adults in the Jackson County area through community service, education, and information.

In the past, CORE has held its annual Juneteenth Freedom Festival at the George W. Wartin City Park in Gautier and with your support we would like to hold our event at this location again this year. In addition, we would like to formally request that you grant our organization a fee waiver for the use of the park. Your support of CORE would be greatly appreciated.

If you have any questions, please contact us at jccore19@gmail.com or on Facebook @JCCore

Cordially,
CORE



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least ____ days prior to requested event.

(Please print or type all information below)

Event Information: CORE : Juneteenth Freedom Festival

Date of Event June 15, 2024 Day or Week Saturday Starting Time 3pm AM/PM

Ending Time: 7pm AM/PM Proposed Location of the Event: George Martin City Park

Describe the type of event to be conducted: Family Fun Day. Kid Friendly Activities, Free Hamburgers, Hot Dogs and live Music.

Reason for Event, Demonstration or March: Juneteenth Celebration

Cope is requesting that all fees be waived for this event.

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

(Street)

(Direction Turn)

(Street)

1. _____
2. _____
3. _____
4. _____
5. _____

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

Applicant Information:

Organization: CORE

Name: Community organization responsible for Envoysment Phone: (228) 249 - 9586

Address: PO Box 181 Gautier MS 39553

Type of Organization: Social City Profit: ☒ Non-Profit Federal ID# 25-0554274
(Religious, Civic, Social, Etc.) State Zip

Individual Making Application for Organization:

Name: April Harris Phone (Home): (228) 249 - 9586

Address: 15126 Post Mill Ct. Phone (Work): () -

City: Diberville State: MS Zip Code: 39540 -

Position with Organization: Co-Founder

Individual(s) Responsible for keeping order and maintenance:

Name: April Harris / Co-Founder Phone (H): (228) 249 - 9586 (W) () -

Name: Rashawn Harris / Co-Founder Phone (W): (228) 218 - 3469 (W) () -

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

Requirements of Applicant:

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

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

Applicant's Signature: April Harris Date: 3/22/24

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____ Disapproved: _____
Approved: _____ Approval/Disapproval Authority _____
Date: _____

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

Council Meeting:
Title:

April 16, 2024
Approval of Change Order No. 2 to increase the contract amount for work associated with the completion of the Great Lawn site work and utilities

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1 to increase the contract amount for work associated with the completion of the Great Lawn site work and utilities

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 000-2024

WHEREAS, the Grants and Projects Department requests City Council authorization to approve Change Order No. 2 to increase the contract amount for the work associated with the completion of the Great Lawn site work and utilities; and

WHEREAS, Change Order No. 2 serves to increase the contract amount by \$70,635 due to several additions to the work associated with the completion of the project; and

WHEREAS, the contingency allowance line items are a mix of both credits and debits which constitute on-site changes that needed to be made to complete the project; 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. 2, 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. 2 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 April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: April 9, 2024
Subject: Town Commons Park Phase II B, Great Lawn Site Work and Utilities —
Approval of Change Order No. 2, Contract Amount

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 2 to increase the contract amount for the work associated with the completion of the Great Lawn site work and utilities.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, trails, pickle ball court, etc. Phase I included site work, water/sewer, drainage, parking, and sidewalks. Phase II includes the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area.

DISCUSSION:

Change Order No. 2 serves to increase the contract amount by \$70,635 for several additions to the work associated with the completion of the project. The contingency allowance line items are a mix of both credits and debits which constitute on-site changes that needed to be made to complete the project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 2 to increase the contract amount for the additional work associated with completion of the Great Lawn site work and utilities.

The City Council may:

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

ATTACHMENT(S):

1. Change Order No. 2



April 9, 2024

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

Re: Great Lawn Site Work & Utilities

Please find attached a Final Summary for the above referenced project. The Scope of Work is for additions to Contract Line Item #2 (Contingency Allowance) and totals \$70,635.00. These work items were necessary to complete the project in full.

If you have any questions, please feel free to contact me.

Sincerely,
SEYMOUR ENGINEERING

A handwritten signature in blue ink, appearing to read 'M.M. Seymour, Jr.' with a stylized flourish at the end.

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

MMS/tmp

cc: Kim Saucier

Change Order

OWNER:
City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 002
DATE: 03/28/2024

CONTRACTOR:
Fletcher Construction Co., Inc.
3311 Short Cut Road
Pascagoula, MS 39568

ENGINEER: Seymour Engineering, PLLC
PROJECT TITLE: Great Lawn Site Work
and Utilities

SUMMARY:

This Change Order serves to add additional work to the current project. This scope of work is for several additions to the Contract Line Item #2 (Contingency Allowance). These line items are a mix of both credits and debits which constitute on-site changes that needed to be made to complete the project. A breakdown of these items is included on the following page.

There will be no additional time added to the project with this change order proposal.

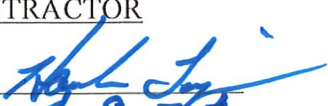
THE UNIT PRICE IS AMENDED AS SHOWN BELOW:

TOTAL THIS CHANGE ORDER \$70,635.00

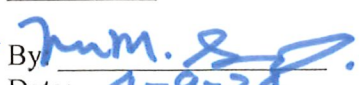
Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	\$	2,548,500.00
Net change by previously authorized Change Orders	\$	170,000.00
The Contract Sum prior to this Change Order was	\$	2,718,500.00
The Contract Sum will now Change (+)	\$	70,635.00
The new Contract Sum including this Change Order will be	\$	2,789,135.00

CONTRACTOR

By: 
Date: 4-9-24

ENGINEER

By: 
Date: 4-9-24

OWNER

By: _____
Date: _____

Contingency Allowance Breakdown

COP#	Description	Amount	Balance
	Contingency Allowance (Contract Line Item #2)		\$50,000.00
1	Sanitary Sewer Revision (Credit)	\$ (38,755.00)	\$ 88,755.00
2	Electrical Modifications	\$ 7,138.00	\$ 81,617.00
3	Utility Trench Modification	\$ 5,652.00	\$ 75,965.00
4	Rip Rap Retaining Wall	\$ 28,270.00	\$ 47,695.00
5	Grout at Rip Rap Wall (Credit)	\$ (5,870.00)	\$ 53,565.00
6	Concrete Retaining Curb / Reshape / Grade	\$ 25,650.00	\$ 27,915.00
7	Paving, Firemain, & Fence	\$ 1,935.00	\$ 25,980.00
8	Sod Change from Celebration to Tif-Tuff Bermuda	\$ 5,015.00	\$ 20,965.00
9	Elastomeric Coating	\$ 5,525.00	\$ 15,440.00
10	Furnish and Install Stabilization Fibers	\$ 40,060.00	\$ (24,620.00)
11	Credit Unsuitable Soil Cut and Fill	\$ (25,000.00)	\$ 380.00
12	North Entry & Parking Lot Modification	\$ 31,245.00	\$ (30,865.00)
13	Additional Paving, CB & Drainage	\$ 8,520.00	\$ (39,385.00)
14	Guard Rail at East Retaining Wall	\$ 9,915.00	\$ (49,300.00)
15	Furnish and Install Pipe Rail	\$ 8,700.00	\$ (58,000.00)
16	Sidewalk from Playground to HC Parking	\$ 6,650.00	\$ (64,650.00)
17	Additional 6750 SF Bermuda Sod at NE Restroom	\$ 5,985.00	\$ (70,635.00)

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

April 16, 2024
Authorization to waive rental fees at Bacot Park
Basketball Pavilion/field for Grace Baptist Church
to host a Teen Outreach Program, Full Throttle

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Authorization to waive rental fees at Bacot Park Basketball Pavilion/field for Grace Baptist Church to hold their teen outreach program called Full Throttle on April 20, 2024 and May 18, 2024, from 10:00am – 2:00pm

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 000-2024

WHEREAS, Grace Baptist Church has requested the City waive the \$250 pavilion rental fee and the \$150 deposit for the Teen Outreach Program called Full Throttle to be held at Bacot Park on April 20, 2024 and May 18, 2024, from 10:00am until 2:00pm; and

WHEREAS, the Recreation Department recommends that City Council waive all fees associated with this use; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive all fees associated with the use of the Bacot Park Basketball Pavilion/field for Grace Baptist Church for the Teen Outreach Program called Full Throttle on April 20, 2024 and May 18, 2024 from 10:00am until 2:00pm is hereby approved and authorized; and

BE IT FURTHER RESOLVED 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 April 16, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: April 10, 2024
Subject: Request to waive rental fees at Bacot Park for the use of the Basketball Pavilion/field for a teen outreach program.

REQUEST:

The Recreation Department received a request from Grace Baptist Church of Ocean Springs asking City Council to waive the \$250 (rental fee) + \$150 (refundable deposit) required for the Teen outreach program called Full Throttle to be held at Bacot Park on April 20th, 2024, and May 18th, 2024 from 10:00 a.m. – 2:00 p.m.

BACKGROUND:

Grace Baptist Church in Ocean Springs offers a teen outreach program called Full Throttle for ages 12-18. The program originally started on Friday nights with great success, it has drawn teens not only in Ocean Springs but also in communities as far as Pascagoula and Bay Saint Louis.

Grace Baptist Sunday school bus has a route servicing the children near Bacot Park. They realize many of the teens in this area do not drive or have a ride to participate in the Friday night programs. Taking this into consideration, they decided to offer the program on Saturdays. The desire is to spend one Saturday afternoon a month reaching out to the teens in the area.

DISCUSSION:

The City recognizes events, such as Full Throttle teen outreach, as it promotes a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at Bacot Park.

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Full Throttle teen outreach program as requested; or
2. Not approve to waive fees for the Full Throttle teen outreach program as requested.

ATTACHMENT(S):

Special Event Form



GRACE BAPTIST
CHURCH

3707 BIENVILLE BLVD | OCEAN SPRINGS, MS 39564

April 10, 2024

Dear Ms. Bilbo,

Grace Baptist Church in Ocean Springs offers a teen outreach program called Full Throttle for ages 12 through 18. Our program originally started on Friday nights with great success. We've drawn teens not only in the Ocean Springs area but also in communities as far as Pascagoula and Bay Saint Louis.

Our Sunday school bus has a route servicing the children near Bacot Park. We realize many of the teens in this area do not drive or have a ride to participate in our Friday night program. Taking this into consideration, we decided to offer the program on Saturdays. Our desire is to spend one Saturday afternoon a month for the next several months reaching out to the teens in this area.

I'm requesting the use of the basketball pavilion/field for Saturday, April 20, 2024 from 10AM to 2PM for our event and that the fees are waived since we are a non-profit organization. We will follow the requirements of security, hiring officers from the Gautier Police Department during our event.

If the City would like to consider allowing us the opportunity to do this again in May, the following date and time will be appreciated:

Saturday, May 18 2024, 10AM-2PM, basketball pavilion/field

We appreciate all considerations regarding this matter as we try to reach the teens for the good of the community. Please let me know if there are any concerns or questions.

Thank you.

Respectfully,

Lisa Scott

Full Throttle Volunteer
Grace Baptist Church
540-308-0071



228-875-2093



www.graceos.org



office@graceos.org

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 16, 2024**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
