AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 18, 2024 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Tasty Thursday will be June 27th, starting at 11am at the former Singing River Mall Property.

2. Jackson County and the City of Gautier will be hosting a Community Campout at Shepard State Park on June 29th through June 30th (check-in will begin on June 29th at 1pm).

3. City of Gautier's Administration offices will be closed Thursday, July 4th and Friday, July 5th in observance of Independence Day.

4. Gautier's Farmers Market will be Saturday, July 13th, from 8am until 12pm at the former Singing River Mall Property.

IV. Presentation Agenda

1. Juneteenth Freedom Day Proclamation

V. Business Agenda

1. Discussion regarding the appointment of Civil Service Commissioner

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

2. Resolution granting Tax Exemption Request for Antonio's New York Pizza II, LLC

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

3. Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3309 Gatti Place (GPC #24-13-CU)

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

4. **Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District, located at 3216 Willis Street, (GPC #24-14-SE)**

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

5. **Consider a request for a Property Owner Initiated Rezoning of Property located at 304 De La Pointe, PID #87010076.000, from R-2 High Density Multi-Family Residential to C-3 Highway Commercial (GPC Case No. 24-16-RZ)**

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

6. **Consider Abatement at 5608 Picadilly Circus, Gautier, MS (Ron Middleton)**

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

7. **Consider Abatement at 2628 San Lorenzo, Gautier, MS (Patricia McClardy)**

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

8. **Approval of the Docket of Claims**

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

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

1. **Approval of minutes from Regular Council Meeting held June 4, 2024 at 6:30pm.**

2. **Receive May 2024 Privilege License Report**

3. **Receive April 2024 Finance Reports**

4. **Authorization to renew the Professional Services Agreement with Seymour Engineering for General Services**

5. **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 NRCS 2021 Drainage Project**

6. **Authorization to submit an application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for Town Commons Phase III**

7. **Approval of the CivicPlus Agreement Addendum**

8. **Authorize the City Manager to execute the MDOT permit application for the Sandhill Landing utility expansion**

9. **Approval of Change Order No. 1 to increase the contract time by an additional 300 days for the Citywide Lift Station Upgrades Project**

10. **Approval of the contract amendment between H20 and the City of Gautier to include the attached appendices**

11. **Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event**

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

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 18, 2024

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Tasty Thursday will be June 27th, starting at 11am at the former Singing River Mall Property.**

2. **Jackson County and the City of Gautier will be hosting a Community Campout at Shepard State Park on June 29th through June 30th (check-in will begin on June 29th at 1pm).**

3. **City of Gautier's Administration offices will be closed Thursday, July 4th and Friday, July 5th in observance of Independence Day.**

4. **Gautier's Farmers Market will be Saturday, July 13th, from 8am until 12pm at the former Singing River Mall Property.**

NOTES:

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!

4TH

THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

JACKSON COUNTY AND THE CITY OF GAUTIER PRESENT

COMMUNITY CAMPOUT

GAUTIER
MISSISSIPPI

Free community event for all ages. Bring your own camping gear & personal items.

- June 29 & 30, 2024
- Check-In starts at 1pm
- Outdoor/Camp Games - 3pm
- Bonfire/S'mores - 6pm
- Movie/Popcorn - 7:30pm
- Morning Hike - Sunday 7am
- Rental tents available
- Dinner, S'mores & Breakfast will be provided

Register online with QR CODE or at
https://secure.rec1.com/MS/jackson-county-ms/catalog?filter=c2VhcmNoPTI4OTMyMDU=

Shepard State Park - Gautier
1034 Graveline Rd
Check-In will be at the Pavilion

Questions: Gautier Parks & Recreation
228-497-2244 or
tgonzalez@gautier-ms.gov

NO alcohol, NO TVs, NO pets

Thank you to our sponsors:

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, on July 4, 1776, the delegates from the thirteen colonies to the Second Continental Congress approved the final wording of the Declaration of Independence, and in the words of John Adams to his beloved wife, Abigail: "[T]he greatest Question was decided, which ever was debated in America, and a greater, perhaps, never was or will be decided among Men. A Resolution was passed without one dissenting Colony 'that these united Colonies, are, and of right ought to be free and independent States, and as such, they have, and of Right ought to have full Power to make War, conclude Peace, establish Commerce, and to do all the other Acts and Things, which other States might rightfully do…'"; and

WHEREAS, the tradition of annual patriotic celebrations on July 4th became widespread after the defeat of the British in the War of 1812, and Congress declared July 4th to be a federal holiday on June 28, 1870; and

WHEREAS, under the provisions of Mississippi Code Ann. § 3-3-7(1), the fourth day of July is recognized as Independence Day and declared a legal holiday in the State of Mississippi.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, July 4, 2024, in observance of Independence Day.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, July 5, 2024, in further observance of Independence Day, and to staff their respective agencies as needed during the holiday weekend.

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

DONE in the City of Jackson, on the 3rd day of June in the year of our Lord, two thousand and twenty-four, and of the Independence of the United States of America, the two hundred and forty-eighth.

Tate Reeves

TATE REEVES
GOVERNOR

BY THE GOVERNOR

Michael Watson

MICHAEL WATSON
SECRETARY OF STATE

**NEW LOCATION **

Come be a part of the

GAUTIER

FARMER'S MARKET

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

2ND SAT MAY- SEPT. 8AM-12PM

FORMER SINGING RIVER MALL PROPERTY 2800 HWY 90

To become a vendor call 228-497-2244

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
June 18, 2024

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Juneteenth Freedom Day Proclamation**

NOTES:

PROCLAMATION

A Proclamation of the Mayor and City Council

Of

The City of Gautier, Mississippi

WHEREAS, "Juneteenth" is the oldest known celebration that represents the symbolic commemoration of the ending of slavery in the United States, more than two and a half years after the signing of the Emancipation Proclamation; and

WHEREAS, the celebration of Juneteenth is inclusive of all races, ethnicities, religions, and nationalities – recognized by Americans everywhere as a symbolic milestone in our journey toward a more perfect union; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us the precious promises of freedom, equality, and opportunity, which are at the core of the American Dream; and

NOW, THEREFORE, WE, Mayor Casey Vaughan, and Council of the City of Gautier, Mississippi, do hereby proclaim June 19, 2024, as

"Juneteenth Freedom Day"

in Gautier, Mississippi, and encourage all residents to become more aware of the significance of this celebration in African-American history and in the heritage of our nation and city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 18th, day of June, 2024.

CITY OF GAUTIER
MISSISSIPPI

Casey Vaughan, Mayor
City of Gautier, Mississippi

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**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:	**June 18, 2024**
Title:	**Resolution granting Tax Exemption Request for Antonio's New York Pizza II, LLC**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Resolution granting Tax Exemption Request for Antonio's New York Pizza II, LLC

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:

RESOLUTION GRANTING TAX EXEMPTION
REQUEST FOR ANTONIO'S NEW YORK PIZZA II, LLC

WHEREAS, Sections 17-21-5, 27-31-31, and 27-31-32 of the Mississippi Code of 1972 authorize the City of Gautier to establish the Central Business District (CBD) Tax Exemption Policy, and, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated districts of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, the City Council, on or about March 6, 2018, established a policy for the granting of such exemptions (attached hereto as "Exhibit A"); and

WHEREAS, pursuant to that policy, the City Council may, in its discretion, exempt up to 100% of municipal ad valorem taxes, excluding ad valorem taxes for school purposes, for a period of not more than seven (7) years for new structures, or any renovations of and improvements to, existing structures lying within the area designated as the Central Business District, but only in the event that such structure shall have been constructed, renovated, or improved pursuant to the requirements set forth in this Policy; and

WHEREAS, Antonio's New York Pizza II, LLC, has now requested that the City Council approve a resolution granting an exemption request for improvements on the property located at 2120 Ladnier Rd., Gautier, Mississippi 39553 (as more fully identified in the Appraisal, attached as "Exhibit B" hereto) in the Central Business District; and

WHEREAS, Antonio's New York Pizza II, LLC intends to renovate the subject property, including the following improvements, which are subject to approval by the City Planning Department:

1) Install new electrical wiring;
2) Install new HVAC systems;
3) Painting interior and exterior;
4) Install new flooring;
5) Install new AC ducting;
6) Install new insulation;
7) Install new restroom fixtures;
8) Install new lighting fixtures;
9) Install new commercial kitchen equipment/fixtures; and

WHEREAS, the applicant is requesting an exemption of 100% of the increase in municipal taxes for a period of 7 years; and

WHEREAS, the improvement of said property is for the promotion of business and commerce in the designated Central Business District; and

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

SECTION 1. All of the statements made in the foregoing preambles are incorporated herein and found to be factual.

SECTION 2. The request of Antonio's New York Pizza II, LLC for a resolution approving the above-described tax exemption is hereby granted.

SECTION 3. Final approval of this exemption request will be contingent upon the successful completion of the project by the Applicant in accordance with the directives of the Planning Department of the City of Gautier and in strict conformance with the policy guidelines adopted by this Council on March 6, 2018.

SECTION 4. Final approval of this abatement request shall not be granted under any circumstances until such time as all construction activity has been completed to the satisfaction of the Planning Department of the City of Gautier and a certificate of occupancy has been issued.

The motion to approve the foregoing resolution was made by _____ and seconded by _____, 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 June 18, 2024.

R. David Belew, GAA
Certified General Appraiser

Appraisal Associates,
P. O. Box 4554
Biloxi, MS 39535
228-388-1749

December 6, 2023

Merchants & Marine Bank
3118 Pascagoula Street
Pascagoula, MS 39567

Property -	2120 Ladnier Road Gautier, MS 39553-6943
Borrower -	Palazzolo
File No. -	004802
Case No. -	2120 Ladnier Rd.rpt/pdf

M&M Bank:

In accordance with your request, I have prepared an appraisal of the real property located at 2120 Ladnier Road, Gautier, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report, As Is and As Complete.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the prospective market value, as of February 29, 2024 the date of proposed completion:

$525,000

The As Is value opinion, as of the date of site inspection on November 28, 2023 is $292,500.
The opinions of value expressed in this report are contingent upon the assumptions and conditions attached to this report.

Per USPAP, it is disclosed here that I have not appraised or performed any other service for this property in the last three years.

Respectfully submitted,

Appraisal Associates,

R. David Belew, GAA
MS Certification #GA-661

[redacted]

APPRAISAL REPORT OF

THE PROPERTY LOCATED AT

2120 Ladnier Road

Gautier, MS 39553-6943

as of

February 29, 2024 As Complete
November 28, 2023 As Is

for

Merchants & Marine Bank
3118 Pascagoula Street
Pascagoula, MS 39567

by

Appraisal Associates,

P. O. Box 4554
Biloxi, MS 39535

F.I.R.R.E.A. ADDENDUM

Borrower or Owner: Owner: Chen Shuo / Occupant: Vacant
Property Address: 2120 Ladnier Road
City: Gautier County: Jackson State: MS Zip Code: 39553-6943
Lender or Client: Merchants & Marine Bank

Purpose of the Appraisal

The purpose of this appraisal is to assist the client and intended user(s), Merchants & Marine Bank in determining an opinion of market value of the subject property. The intended use of the appraisal is to assist in underwriting a commercial loan.

Scope of Work

The scope of the appraisal requires compliance with the Uniform Standards of Professional Appraisal Practice. Under those standards, this report is deemed an Appraisal Report and complies with the requirements of USPAP Standards Rule 2-2(a), presenting only a summary of the data, reasoning, and analysis used in developing the final opinion of value contained herein and is specific to the use stated above. The subject property data such as size, location, quality, and zoning were cited, examined and analyzed in this report. Market data, including vacant land sales and improved property sales, demographics, MLS statistics, are among the items researched, and analyzed. The data collected was used to consider the highest and best use of the subject property and to arrive at an opinion of market value. The market data collected, was confirmed were possible and analyzed for appropriateness. The subject site was physically inspected in November of 2023.

Report of the prior year sales history for the subject property

Is the subject property currently listed? [X] Yes [ ] No List Price: $ 299000
Has the property sold during the prior year? [ ] Yes [X] No If yes, describe below

Subject is under pending sale for $260,000. Ownership history is cited in the report, pg 1.

Marketing Time

What is your estimate of marketing time for the subject property? 6 months Describe below the basis (rationale) for your estimate?

This estimate is based on MLS sales data which shows the average days on market for commercial properties in the subject's area at 229 days (2022). This translates to about 7 months+. The exposure time is also estimated at 7 months based on the same data. Both estimates are subject to adequate marketing efforts and proper pricing in the market place by the seller / broker, which are factors the appraiser cannot control.

Non-real property transfers

Does the transaction involve the transfer of personal property, fixtures, or intangibles that are not real property? [ ] Yes [ ] No

If yes, provide description and valuation below.

N/A

Additional Comments

COMPETENCY PROVISION

Prior to accepting this assignment or entering into an agreement to perform any assignment, an appraiser must properly identify the appraisal problem to be considered and have the knowledge and experience to complete the assignment competently. My acceptance of this assignment is a statement of competency. No information or conditions were discovered during the course of this assignment to cause me to believe I lacked the required knowledge or experience to complete this assignment in a competent manner

Additional Certification

1. The acceptance of this appraisal assignment by the appraiser was not based on a requested minimum valuation, a specified valuation, or an approval of the loan.
2. The appraiser certifies that the compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result of the occurrence of a subsequent event.
3. This appraisal has been prepared to conform with the Uniform Standards of Professional Appraisal practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal foundation, except the Departure Provision, unless otherwise stated below.
4. The appraiser has disclosed within this appraisal report, or below, all steps taken that were necessary or appropriate to comply with the Competency provision of the USPAP.

See above.

Date: December 6, 2023 Appraiser(s): R. David Belew, GAA

Date: _____ Review Appraiser(s): _____

UNIFORM COMMERCIAL / INDUSTRIAL APPRAISAL REPORT - SMALL PROPERTY

Property Type: . . . Office [ ] Commercial [X] Industrial [ ] _____ [ ] File Number 004802
Property Address . 2120 Ladnier Road
City . . . Gautier County Jackson State MS Zip Code 39553-6943
Building Name . . . None Census Tract 410.01
Owner / Occupant Owner: Chen Shuo / Occupant: Vacant APN 82436055.110 and .105
Client . . . . . Merchants & Marine Bank Map Reference 777.36-03
Typical Buyer: Owner/User [X] Investor [ ] _____ [ ]
Legal Description *** See Attached Legal Pages ***

Property Rights Appraised Fee Simple Function of Report To assist client in loan underwriting.
Scope of Appraisal . . ***** See Additional Comments *****

THREE YEAR OWNERSHIP HISTORY

	Owner	Recording Reference	Date	Price Paid	Terms of Sale
Most Recent	Chen Shuo	1934/743	5/22/2019	$ NA	Normal
Previous				$ N/A	N/A
Previous				$ N/A	N/A
Previous				$	

Current Contract [X] Option: [ ] Listing Price $ 299,000 Days on Market; 225
Buyer . . . . Antonio & Frances Palazzolo Contract Price $ 260,000 Normal
Seller . . . . Chen Shuo Closing Date NA
Analysis / Comments: The sales contract includes two land parcels, plus improvements. No unusual financing was noted on review. No plans or specs were provided, however a list of proposed upgrades and renovations were provided by contractors. All work is expected to be completed by February 29, 2024.

NEIGHBORHOOD DESCRIPTION

Boundaries: . . . . . Hwy 90 to the N, Dolphin Dr to the W, Spanish Trail to the S and Suter Rd to the E.

Neighborhood Built Up 50% Current Vacancy . . . . . <5%
Land Use: Single Family 35% Office 5% MultiFamily 5%
Industrial 2% Retail 25% Vacant 28% _____ %

	Ex	Gd	Av	Fr	Pr
Maintenance / Condition.	[ ]	[ ]	[X]	[ ]	[ ]
Property Compatibility	[ ]	[ ]	[X]	[ ]	[ ]
Appeal / Appearance.	[ ]	[ ]	[X]	[ ]	[ ]
Protection / Adverse Influence.	[ ]	[ ]	[X]	[ ]	[ ]
Development Potential	[ ]	[ ]	[X]	[ ]	[ ]
Rental Demand	[ ]	[ ]	[X]	[ ]	[ ]
Transportation / Access	[ ]	[X]	[ ]	[ ]	[ ]
Police / Fire Protection.	[ ]	[X]	[ ]	[ ]	[ ]

	Undersupply	Balanced	Oversupply
Single Family	[X]	[ ]	[ ]
Multifamily.	[X]	[ ]	[ ]
Office	[ ]	[X]	[ ]
Retail.	[ ]	[X]	[ ]
Industrial.	[ ]	[X]	[ ]

Location	[ ] Rural	[X] Suburb	[ ] Urban
Development Trend . .	[ ] Up	[X] Stable	[ ] Down
Value Trend.	[ ] Up	[X] Stable	[ ] Down
Vacancy Trend	[ ] Up	[X] Stable	[ ] Down
Population Trend	[ ] Up	[X] Stable	[ ] Down
Employment	[ ] Up	[X] Stable	[ ] Down

Change In Land Use:
[X] Unlikely [ ] Likely [ ] Taking Place
From _____ To _____
Rental Rate Range (Exclude Extremes):
From $ 8.00 /SF To $ 15.00 /SF
Age Range (Exclude Extremes):
From New To 60+ years

Utilities
[X] Water [ ] Gas
[X] Sewer [X] Telephone
[X] Electric [ ] Storm Drain

	Miles
Distance-CBD	NA
Distance-Freeway	.25
Distance-Public Trans. .	NA

Neighboring Property Use: General Commercial and offices, with single-family & multi-family residential scattered nearby. Properties flanking the subject, east-west, are commercial, and flanking south are mostly single family uses.

Analysis / Comments: Subject lies one block south of Highway 90 in Gautier, MS. The site has moderate traffic counts, good access and visibility. Demand for retail space and offices has been stable over recent years, better in some areas than others. The subject's immediate area as fared well with steady small scale commercial development over recent years. Local MLS data shows average single family house prices up by 40%+ since 2018. Commercial values, on average have remained relatively stable through the same time period.

ZONING, ASSESSMENT AND TAXES

Current Zoning TC Town Center Legally Conforming Yes [X] No [ ]
Zoning Change: Likely [ ] Not Likely [X] To NA
Uses Allowed with Current or Likely Zoning . Retail / Service and office uses. Includes restaurant use.

Assessment Year 2022	APN # 82436055.110 and .105	Tax Rate	Year	Taxes
Total	$ 48,057	Total	Current Taxes . . . 2022	$ 6,778.92

Analysis / Comments: Land Value: $120,306. Improvement Value: $200,073. Total Value via Tax Assessor; $320,379. Taxes for 2023 are paid. Figures are for both parcels.

Appraisal Report

SITE DESCRIPTION

Site Size . . . . 39,639 sq. ft.+/- Environmental Problems Observed or Known To Appraiser YES [ ] NO [X]

Site Dimensions 180x230x178.7x228.05 Per county tax plat

Street Frontage Approximately 180 feet on Ladnier Rd.

	Ex	Gd	Av	Fr	Pr
Access		X			
Street Frontage		X			
Shape		X			
Function Utility		X			
Visibility		X			
Landscaping			X		
Drainage			X		
Adequacy of Utilities			X		
Traffic Pattern			X		

	Type	Pub	Pvt
Street	Asphalt	X	
Curb & Gutters	Concrete	X	
Lighting	MercVapor	X	
Electric	Public	X	
Gas			
Water	Public	X	
Sewer	Public	X	
Storm / Drain		X	
Sidewalks	Concrete	X	

Topography: Level [X] Mod Slope [ ] Steep Slope [ ] At Grade [X] Above Grade [ ] Below Grade [ ]

	Yes	No
Corner Lot		X
Undergrd Utilities		X
Railroad Access		X
Earthquake Zone		X
Flood Zone Code X500		X

Map # 28059C0319G Date 03/16/2009

Easements . ***** See Additional Comments *****

Encroachments . No adverse easements or encroachments were are known to exist.

Analysis / Comments: Subject is a irregular shaped parcel fronting Ladnier Rd, just south of Hwy 90. No adverse easements or encroachments are known to exist.

IMPROVEMENTS DESCRIPTION

Property Type Commercial Construction Type Wood Frame #Buildings 1 #Stories 1

Building	Floor	Gross SF	*Net SF
1	1	2,787	2,787
Total		2,787	2,787

*Useable Area [ ] Rentable Area [X]

Use Type	Net Rentable SF	Use %
Office		
Retail		
Warehouse		
Manufacturing		
Distribution		
Research / Development		
Restaurant / Service	2,787	100.0

Year Built . . . . . 1976 Building Efficiency Ratio 100.0%

Effective Age . . . . 10 Economic Life 50

Physical Life . . . . . 50 Remaining Economic Life 40

Repairs Needed As Is effective age is est'd at 30 yrs. After proposed renovations; 10 years+/-.

Cost of Repairs. . . . . $ 232,556

Floor Area Ratio 7.0% Ground Coverage Ratio 7.0%

Parking	Yes	No
On Site	X	
Adequacy	X	
Covered		X
Parking Garage		X
Paved	X	

Number of Spaces . . . 40

Spaces / 1000SFBA . . 14.35

Industrial Only

Overhead Doors NA

Floor Height . . . . FT

Ceiling Height . . . FT

Column Spacing

FT × FT

Railroad Spur

Yes [ ] No [X]

Building Description

Foundation	Concrete slab
Frame	Wood frame
Floor / Cover	Tile and carpet
Ceiling	Suspended panel & Sheetrock
Exterior Walls	Brick & Wood Plank
Interior Partitions	Sheetrock / Wood Frame
Roof Cover	Shallow gable / Metal panels
Plumbing	Assumed Adequate
Heating	Central HVAC
Air Conditioning	Central HVAC
Electrical	Assumed Adequate
Elevators	None
Parking	Asphalt
Insulation	Unknown
Sprinkler	None
Roof Support	Wood frame

Improvement Rating

	Ex	Gd	Av	Fr	Pr
Appeal / Appearance		X			
Floor Plan / Design		X			
Construction Quality			X		
Exterior Condition		X			
Interior Condition		X			
Roof Cover		X			
Plumbing		X			
Heating		X			
Air Conditioning		X			
Electrical		X			
Elevators					
Parking Area			X		
Insulation					
Sprinkler					
Landscaping			X		

Analysis / Comments: Subject will be renovated for use as a restaurant. Renovations include all new electrical wiring, new HVAC systems, fully repaired interiors and exteriors that include painted and reflooring throughout. New AC ducting and insulating. New lighting and restroom fixtures. Renovated commercial kitchen, excludes kitchen equipment. All components will be in new condition at completion.

HIGHEST AND BEST USE

Highest and Best Use (As Currently Improved): . . . . . Retail / Service

Analysis / Comments: Considering all the tests for Highest and Best Use (that which is: Legal, Feasible, Physically Possible and Maximally Productive), the subject's H & B Use is that of retail and or service/office uses. Zoning allows for retail/service/office uses, all of which occupy the immediate neighborhood.

Appraisal Report

COMPARABLE SITE DESCRIPTION

Comp Sheets Att ☐	Subject	Comparable #1	Comparable #2	Comparable #3
Location/Address	2120 Ladnier Road	1608 Hwy 90	NE crnr Hwy 57&Hwy 90	1523 Hwy 90
Proximity to Subject		0.61 miles E	4.35 miles W	0.66 miles E
Map Reference	777.36-03	82436400.100	82403009.000	82436530.000
Deed Reference	2018/449	1920/483		2046/126
Date of Sale	4/13/21	2/12/19	7/5/18	10/21/21
Data Source	County Records	Carter	MLS	Broker
Actual Price	NA	$ 200,000	$ 50,000	$ 35,000
Site Size SF ☒ Acres ☐	39,639 sq. ft.+/-	63,598 SF+/-	26136 SF+/-	20,473 SF+/-
Frontage	180' Ladnier	200+' on Hwy 90	246' on Hwy 57	100+' on Hwy 90
Zoning	TC	C-3	C-3	C-3
Utilities	Public	Comparable	Comparable	Comparable
Site Improvements	Typical	Typical	Typical	Typical
Terms and Conditions	Normal	Normal	Normal	Normal
Improvements	Building & Parking lot	None	None	None

COMPARABLE SITE COMPARISON ANALYSIS

	Comparable #1	Comparable #2	Comparable #3
Actual Sale Price	$ 200,000	$ 50,000	$ 35,000
Financing Adjustment	0	0	0
Cash Equivalent Price	$ 200,000	$ 50,000	$ 35,000
Cash Equivalent Price Per Unit Square Foot	$ 3.14	$ 1.91	$ 1.71
Time Adjustment	0.00	0.00	0.00
Time Adjusted Cash Equivalent Price Per Unit	$ 3.14	$ 1.91	$ 1.71
Location	Superior	Inferior	Inferior
Topography	Similar	Similar	Similar
Size	Similar	Similar	Similar
Shape / Utility	Similar	Similar	Similar
Utilities	Similar	Similar	Similar
Zoning	Similar	Similar	Similar
Improvements	0.00	0.00	0.00
Total Adjustments	0.00	0.00	0.00
Indicated Value Per Unit	$ 3.14	$ 1.91	$ 1.71

Analysis / Comments: These three sales are from the subject's market area. The value range set by this group of commercial land comps likely frames the subject's credible value assignment. From this group we calculated a Range of $1.71 to $3.14 per sq ft. The Mean Value is $2.25 per sq ft. These site sales flank the subject and are considered reliable indicators of values. Therefore we are adopting a current value near the Mean adjusted value at say; $2.50 per sq ft.

Land Units: 39,639 sq. ft.+/- Value / Unit: $ 2.50 Land Value Indication: $ 99,000

COST APPROACH

Cost Source Marshall Valuation Service

Component	No.	Size	Unit Cost	Sec 13 / Restaurants	Cost
Main Building	1	2,787	$ 175.00	Cost Range: $154 to $199	$ 487,725
			$		$

Reproduction ☐ Replacement ☒ Cost New of Improvements $ 487,725

Plus: Indirect (Soft) Costs			$ 9,754
Plus: Entrepreneurial Profit	15.0%		$ 73,159
Total Cost New			$ 570,638
Less: Physical Deterioration	20.0%	114,128	
Less: Functional Obsolescence	0.0%		
Less: External Obsolescence	0.0%		
Total Accrued Depreciation (Deterioration & Obsolescence)			($ 114,128)
Depreciated Value of Building(s)			$ 456,510
Plus: Contributing Value of Site Improvements			$ 10,000
Depreciated Value of Improvements			$ 466,510

Analysis / Comments: Cost Approach is most reliable in considering properties that are new or proposed construction. This approach requires the subjective application of Depreciation, in the physical, functional and or external form. This approach can be useful, in providing a benchmark value range however, for existing properties, that can be considered a guide when preparing additional approaches: The Income and Sales Comparison Approaches. Cost figures based on Marshall Valuation Service for Restaurant Bldgs, Sec 13, pg 14; based cost range $160 to $207 p/sf / before modifiers. Depreciation is minimal as this is a new structure here based on Age/Life Theory.

Land Value Indication: $ 99,000 Cost Approach Indication: $ 565,510
Depreciated Value of Improvements $ 466,510 Rounded $ 566,000

Appraisal Report

INCOME APPROACH / RENTAL COMPARABLE BUILDING DESCRIPTIONS

Comp Sheets Att ☐	Subject	Comparable #1	Comparable #2	Comparable #3
Address	2120 Ladnier Road			
Proximity to Subject				
Year Built	1976			
Gross Building Area	2,787			
Net Building Area	2,787			
Current Vacancy %	None			
Construction Type	Wood Frame			
Construction Quality	Average			
Condition	Average/Good			
Parking	40+			

Comparable #/Bldg. #	Subject /	Comparable #1 /	Comparable #2 /	Comparable #3 /
Tenant Name	Owner Occupied			
Beginning Date / Term.	NA /	/	/	/
Lease Type*	Gross			
Tenant Size (SF).				
Rent Per SF	$	$	$	$
Rent Concessions Adj..				
Adjusted Rent Per SF.	$	$	$	$
Time Adjustment				
Adjusted Rent Per SF.	$ 0.00	$	$	$
Location	Good			
Quality	Good			
Size.	Typical			
Condition.	Good/New			
Tenant Paid Expenses	NA			
Total Adjustments.	0.00			
Indicated Market Rent	$ 0.00	$	$	$

*Lease Types: Gross Lease (G), Net Lease (N), Absolute Net Lease (A), Expense Passthroughs (P), Sales Overage Rents (O), Common Area Maintenance (C), Renewal Options (R)

Analysis / Comments: While it is common for commercial properties to have their values determined, at least in part, by their ability to generate income, this factor is less relevant in properties that are more likely "owner occupied" than "investor owned" properties. The subject has been and will be owner occupied. Its character suggests it is more likely to be seen as an owner-occupied type. Subsequently, we did not construct an Income Approach for this property.

SUMMARY OF SUBJECT LEASES

Tenant Name	Rented Area (SF)	Beginning Date	Mths	*Lease Types	Current ____ Rent	Effective Rent / SF	Estimated Market Rent / SF
Owner occupied	NA			NA	NA		NA
Totals							

Analysis / Comments: NA

Income:	Actual Year	Comments and Calculations	Estimated
From ____ to ____			
Gross Potential Income	$	NA	$
Vacancy ____ %.	( )		( )
Other Income	$		$
Effective Gross Income	$		$
Property Taxes.	$		$
Insurance.	$		$
Property Management.	$		$
Utilities	$	Income Approach not constructed in this appraisal analysis.	$
Janitorial	$		$
Maintenance	$		$
Misc.	$		$
Reserves	$		$
Total Expenses.	$ 0	Expense / SF $ Expense Ratio %	$
Net Operating Income (NOI)	$ 0	Fee Simple ☐ Leased Fee ☒ Leasehold ☐	$

Analysis / Comments: NA

Appraisal Report

CAPITALIZATION TECHNIQUES

Overall Rate Range	8.0	to	11.0
Overall Rate (Ro) =			0.095
NOI	(Ro)		Value
$	/ 0.095	= $	

Equity Dividend Rate Range		to	
Mortgage	NA ×	=	
Equity	×	=	
Overall Rate (Ro)		=	
NOI	(Ro)		Value
$	/	= $	NA

Cash Flow Analysis Attached	Yes ☐ No ☒
Forecast Holding Period	N/A
Beginning NOI	$
NOI Pattern	
Reversion Assumption	
Loan Amount	
Interest Rate	
Loan Term / Payments Per Year	/
Before-Tax Yield Rate (IRR)	
Value Estimate	$ NA

Analysis / Comments: Income Approach not constructed in this valuation analysis.

Income Approach Indication: $ NA Rounded: $ NA

DIRECT SALES COMPARISON APPROACH / COMPARABLE BUILDING DESCRIPTIONS

Comp Sheets Att ☐	Subject	Comparable #1	Comparable #2	Comparable #3
Address	2120 Ladnier Road	1314 Government St	782 Water Street	208 Menge Avenue
Proximity to Subject		10.72 miles W	14.46 miles W	34.36 miles W
Map Reference	777.36-03			
Deed Reference	2018/449	2020/5225	2022/5820	2023/1855
Year Built	1976 Effective 10 yrs	Eff. 15 years	Eff. 15 years	Eff. 10 years
Gross Building Area	2,787	2,620	3,550	3,623
Net Building Area	2,787	2,620	3,550	3,623
Site Size SF ☒ AC ☐	39,639 sq. ft.+/-	12,197 Sf+/-	8,807 Sf+/-	43,560 Sf+/-
Construction Type	Wood Frame	Frame/Siding	Frame/Brick	Frame/Siding
Construction Quality	Average	Good	Average	Average
Condition	Good/New	Average/Good	Average/Good	Average/Good
Source of Data		Listing Agent	Listing Agent	Listing Agent
Terms and Conditions		Typical	Typical	Typical
Property Rights Purchased		Fee Simple	Fee Simple	Fee Simple
Date of Sale		1/7/20	7/22/22	1/31/2023
Sale Price		$ 400,000	$ 500,000	$ 1,250,000
Financing Adjustment		None	None	None
Excess Land Adjustment		None	None	None
Non-Realty Interest Adjustment		None	None	None
Adjusted Price		$ 400,000	$ 500,000	$ 1,250,000
Market Rent Equivalency Adjustment		None	None	None
Adjusted Price (Fee Simple)		$ 400,000	$ 500,000	$ 1,250,000

Analysis / Comments: Three sales comps are from the south Mississippi market area. We deducted the estimated Site Value of each comp from their respective gross sale prices to arrive at an estimated value of the buildings only. The adjustments below are made to the buildings only.

COMPARABLE BUILDING (PRICE PER UNIT OF COMPARISON ANALYSIS)

Unit of Comparison .... Square Foot	Comparable #1	Comparable #2	Comparable #3
Adjusted Price	$ 400,000	$ 500,000	$ 1,250,000
Adjusted Price / Unit	$ 152.67	$ 140.85	$ 345.02
Time Adjustment	0.00	0.00	0.00
Adjusted Price / Unit	$ 152.67	$ 140.85	$ 345.02
Location	-15.26	-14.08	-34.50
Quality / Appeal	Similar	Similar	Similar
Condition	20.66	28.00	Similar
Effective Age	Similar	Similar	Similar
Size	Similar	Similar	Similar
Zoning	Similar	Similar	Similar
Total Adjustment	5.40	13.92	-34.50
Indicated Value / Unit	$ 158.07	$ 154.77	$ 310.52

Analysis / Comments: All three improved sales were from the subject's immediate or surrounding market areas. All three have recent sale dates, Their respective range was narrow and typical of similar good condition smaller buildings in this market. The Mean adjusted value of these three restaurant comparables is; $207.78. Comp 3 may have included FF&E. Considering the subject's nearly new condition after renovations, we are adopting a final value near the the Mean but just below, at say $180.00 p/sf for the subject. See the following...

Appraisal Report

FEE SIMPLE OR LEASED FEE OPERATING DATA

	Comparable #1	Comparable #2	Comparable #3
Fee Simple or Leased Fee	N/A	N/A	N/A
Gross Potential Income	$	$	$
Vacancy %			
Effective Gross Income	$	$	$
Operating Expenses	$	$	$
Expenses / SF Gross Building Area	$	$	$
Expense Ratio			
Net Operating Income	$	$	$
EGIM			
Overall Rate			

Building Units ... 2,787 | Effective Gross Income ..... | NOI .....

Value / Unit × ... 180.00 | EGIM ..... × NA | Overall Rate ..... ÷ NA

Value Estimate . 501,660 | Value Estimate ..... | Value Estimate .....

Analysis / Comments: In the preceding analysis, we determined a value range of $154.77 to $310.52 p/sf. Of the group of sales, Comps 1 & 2 are considered most similar to the subject. Comp 3 may be superior on a price per SF due to additional components included in the sale. Therefore, a mid-point position from this range is adopted for the final value opinion at $180 per sq ft. This translates a value via the Sales Comparison Appch of $501,660.

Direct Sales Comparison Approach Indication: $ 501,660 Rounded $ 502,000

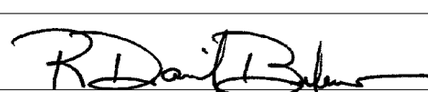
RECONCILIATION AND FINAL VALUE ESTIMATE

Cost Approach Indication	$ 566,000
Income Approach Indication	$ NA
Direct Sales Comparison Approach Indication	$ 502,000

Reconciliation: The Reconciliation Section of an appraisal is where all three approaches to value are considered with regard to their reliability, credibility and applicability. The Cost Approach is typically relied upon the most in cases where the improvements are new, or proposed. As the improvements age, the subjective application of depreciation can be a factor that weakens the reliability of this approach. The Income Approach is most reliable in cases where the subject is a property type that typically is bought and sold by investors because the income analysis produces a value that is directly reflective of the relationship of value and the return on investment. In cases where buildings are typically traded to owner/users, the Sale Comparison Approach is often thought to be the most indicative of market value. It may also produce a market value that is higher than the Income Approach because an owner/user may derive additional utility from a property he/she may use for the operation of a business or some other purpose, that an investor will not realize. In this case, the subject improvements are proposed. Their estimated date of completion is February 29, 2024. At completion the property will be owner occupied. Subsequently, the Cost and Sales Comparison Approaches were completed and given equal weight in reconciling a final value as proposed.

Conditions of Appraisal: The final estimate of value set forth in this report was based on the market conditions which were prevalent on the day of the inspection and is subject to the statement of Contingent and Limiting conditions in this report. The subject was appraised on an "As Is" and "As Complete" basis under a extraordinary assumption the proposed renovations will be complete by February 29, 2024. The As Is value opinion is as of the date of site inspection; 11/28/2023.

Effective Date of Valuation	November 28, 2023
Value Estimate - Real Estate (As Repaired)	**525000**
Less Cost of Repairs or Additions	232,500
Final Market Value "As Is" - Real Estate	**292500**

		Property Inspection	Date	Qualifications Attached
Appraiser #1 Signature				
Name	R. David Belew, GAA	Yes [X]	December 6, 2023	Yes [X] No [ ]
Appraiser #2 Signature		Yes [ ] No [X]		Yes [ ] No [ ]
Name				
Appraiser #3 Signature		Yes [ ] No [X]		Yes [ ] No [ ]
Name				

CONTENTS OF ADDENDA

Subject Photographs	X	Land Lease		Copy of Easement	
Area Map	X	Segregated Cost Sheet			
Neighborhood Map		Soils Survey Map			
Zoning Map	X	Subject Leases			
Flood Zone Map	X	Comparable Rents			
Topographic Map		Rent Location Map			
Site Sketch		Improved Property Sales			
Site Plan	X	Building Sales Location Map	X		
Building Plans		Copy of Deed			
Tax Assessment Card		Contract of Sale			
Land Sales Sheets		Construction Cost Contract	X		
Land Sales Map	X				

ADDITIONAL COMMENTS

Borrower or Owner Owner: Chen Shuo / Occupant: Vacant
Property Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553-6943
Lender or Client Merchants & Marine Bank

SCOPE OF APPRAISAL

The scope of the appraisal requires compliance with the Uniform Standards of Professional Appraisal Practice. Under those standards, this report is deemed an Appraisal Report and complies with the requirements of USPAP Standards Rule 2-2(a), presenting summarized discussions of the data, reasoning, and analysis used in developing the final estimate of value contained herein and is specific to the use stated above.

The subject property data such as size, location, quality, and zoning are considered and summarized in this report. Market data, including vacant land sales and their respective details, surveys, and public records are among the items researched, and analyzed. This data is used to consider the highest and best use of the subject property as well as form the basis of analysis in forming an opinion of market value.

The appraiser lacks the knowledge and expertise with respect to the detection and measurement of hazardous substances. Therefore, the assignment does not cover the presence or absence of such substances as discussed in the Assumptions and Environmental Disclaimer sections of this report. However, any visually obvious or known hazardous substances affecting the property will be reported and consideration of their potential impact on value will be discussed.

Market data has been collected, confirmed and analyzed as much as possible. Comparable sales were chosen for their similar highest and best uses when compared to the subject. Additional market data including market rents and construction costs were gathered and along with the comparable sales data were utilized in the following analyses.

An investigation of the sales of unimproved parcels, improved commercial properties and recent leases located in south Mississippi was made. All the sales data gathered has been confirmed with at least one of the following; buyer, seller, broker, MLS or others having knowledge of the transaction.

The subject site was physically inspected by the appraiser in November of 2023. The proposed renovations and building updates were not yet in place. The property in its "as is" idle condition was photographed, measured with interiors inspected. Research concerning ownership records, zoning, tax data and other pertinent information was gathered from official and reasonably reliable sources. Furniture, Fixtures & Equipment are not included in this valuation.

HYPOTHETICAL CONDITIONS:
None

EXTRAORDINARY ASSUMPTIONS:
It is assumed via extraordinary assumption the proposed renovations and improvements updates will be completed in a manner consistent with the details provided, as of February 29, 2024.

GENERAL ASSUMPTIONS:
1. For this appraisal, an assumption was made regarding the presence of wetlands. Since no formal reports prepared by the appropriate environmental professionals were available to the appraiser regarding the existence of wetlands, no specific deductions for the presence and or the cost of their mitigation were made.
2. It is assumed there are no ground contamination issues at the subject. No significant evidence of ground contamination was noted on inspection, but a final determination in that regard is beyond the scope of this appraisal.
3. It is assumed the zoning information provided by the City of Gautier is accurate, but it is not guaranteed. It is further assumed the subject meets all applicable use, and building code requirements. The client is urged to confirm the provided data should there be any questions regarding these issues.

The use of any extraordinary assumptions or hypothetical conditions may have affected the assignment results.
Additional assumptions and conditions are noted where appropriate in this appraisal

TCMU, Town Center Mixed Use District (TC)

A. Purpose and Intent - The purpose of the TCMU Town Center Mixed-Use District is to encouragethe development of a new downtown area that offers shopping, entertainment venues, cultural and community uses and specialized types of residential units to serve residents and visitors to Gautier.

This district will be the core area of the city with quality designed and built structures, streetscapes and amenities. New development and changes to existing buildings should be consistent with recognized pedestrian scale improvements in terms of structural orientation, height, lot dimensional requirements and other site spatial relationships.

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
TCMU	43,560 total 2,400	40	30	55	75	25/0 80	0/15/35	0/35	18	24	36	4.0	4.5	5.0	0/90	30	30

ADDITIONAL COMMENTS
Page 2

Borrower or Owner Owner: Chen Shuo / Occupant: Vacant
Property Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553-6943
Lender or Client Merchants & Marine Bank

Table No. 4: Uses Permitted in Non Residential, Public Land and Town Center Districts							
		C-1	C-2	C-3	I	PL	TC
	Restaurant, Carry-Out	P	P	P			P
	Restaurant, Drive-in or Fast Food	C	P	P			P
	Restaurant, Neighborhood	P	P	P			P
	Restaurant, Specialty	P	P	P			P

Restaurant use is allowed by right and therefore a conforming use.

Site Dimensions:
Site dimensions were taken from the Jackson County tax maps. They are assumed accurate.

Termite:
No evidence of insect infestation was observed in the course of normal inspection. The appraiser is not a qualified pest control professional however, and is only responsible for reporting obvious insect damage and or infestation. Should the client have concerns regarding the status of potential insect activity, a professional pest control service should be retained. The appraiser assumes no responsibility for termite or any other insect damage, or for ascertaining definitively whether or not the subject has been or is currently infested with insects.

Wetlands:
No definitive assessment was made regarding the presence of wetlands soil at the subject. For this appraisal it is assumed that any wetlands present would have been legally and appropriately mitigated before construction of the existing improvements on site was performed.

Flood Zone:
Subject appears to be located in Zone X500, which is not considered a flood zone by FEMA. The appraiser can only estimate the location of the subject on the FEMA Flood Maps, which is then subject to amendment with a land survey or official flood certificate.

Appraisal Report

PURPOSE OF THE APPRAISAL

It is to estimate the current market value of the Subject Property.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustments should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct. The appraiser has not knowingly withheld any pertinent information.
2. The reported analysis, opinions, and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.
5. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
6. I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs the report, this certification must clearly specify which individuals did, and which individuals did not make a personal inspection of the appraised property.)
7. No one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated.)
8. The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised or of the properties in the vicinity of the property appraised.
9. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions, and conclusions contained in this report).
10. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the appraiser whose signature appears on the appraisal report. No change of any item in the appraisal report shall by made by anyone other than the appraiser, and the appraiser shall have no responsibility for any such unauthorized change.
11. This form has not been altered, except for the possible expansion of the analysis/comments areas.
12. The appraiser has read and understands the instruction manual that accompanies this form.
13. The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

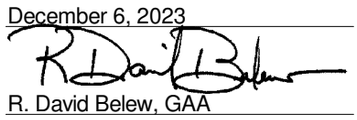
STATEMENT OF CONTINGENT AND LIMITING CONDITIONS

This appraisal report is subject to the following Assumptions and Limiting Conditions.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therfor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the contents of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

[X] See Attached

Date: December 6, 2023

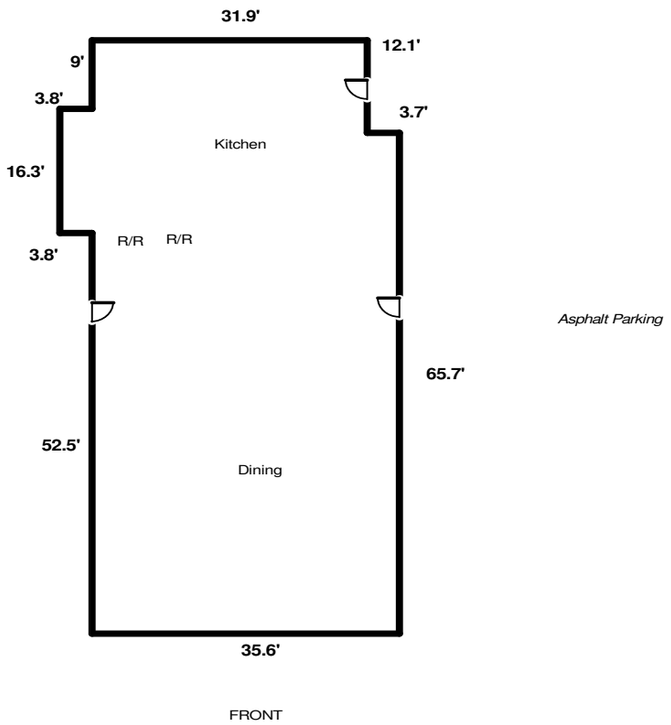


Appraiser(s): R. David Belew, GAA

Appraisal Associates,

SKETCH ADDENDUM

Borrower or Owner Owner: Chen Shuo / Occupant: Vacant
Property Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553-6943
Client Merchants & Marine Bank



SUMMARY	SQ FT AREA	PERIMETER
Building Area		
Gross Building Area	2787	234

AREA CALCULATION DETAILS

Gross Building Area

31.9	X	77.8	=	2481.8
3.8	X	16.3	=	61.9
3.7	X	65.7	=	243.0
		Total		2786.7

SKETCH-IT 1-800-523-0872

PHOTOGRAPH ADDENDUM

Borrower or Owner Owner: Chen Shuo / Occupant: Vacant
Property Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553-6943
Client Merchants & Marine Bank

FRONT VIEW OF SUBJECT PROPERTY/AS IS

Subject
Tree line is second parcel.

Street Scene
SUBJECT PROPERTY

PHOTOGRAPH ADDENDUM

Borrower or Owner Owner: Chen Shuo / Occupant: Vacant
Property Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553-6943
Client Merchants & Marine Bank

Rear of subject building in its AS IS condition.

Rear and north side.

Existing asphalt parking lot.

PHOTOGRAPH ADDENDUM

Borrower or Owner Owner: Chen Shuo / Occupant: Vacant
Property Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553-6943
Client Merchants & Marine Bank

Existing kitchen venting and HVAC.

All to be replaced during renovations.

Interior dining area. AS IS.

Interior entrance area, AS IS.

PHOTOGRAPH ADDENDUM

Borrower or Owner Owner: Chen Shuo / Occupant: Vacant
Property Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553-6943
Client Merchants & Marine Bank

Example of interior sheetrock repair needed. AS IS.

One of two restrooms, AS IS.

Exterior siding, AS IS.

LOCATION MAP

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

Craft Advisory Brewing

Comparable 1

Sa e Information

Buyer	Common enom nator Land Hold ngs, LLC	
Seller	Applecore Properties, LLC	
Sale Date	1/7/2020	
Transaction Status	Recorded	
Sale Price	$400,000	$153 /SF NRA
Analysis Price	$400,000	$153 /SF NRA
Recording Number	202005225	
Rights Transferred	Fee Simple	
Financing	Conventional	
Conditions of Sale	Arm's Length	
Marketing Time	25 days	

Income Analys s

Occupancy	100.0%

Property

Type	Retail, Restaurant, Microbrewery
Gross Building Area (GBA)	2,620 SF
Net Rentable Area (NRA)	2,620 SF
Buildings	1 Building, 1 Floor
Foundation	Block; Masonry/Steel
Parking	25 Spaces (9.5/1,000 SF NRA)
Year Built	1970
Land Area	0.28 Acres (12,197 SF)
Site Coverage Ratio	21.48%
FAR	0.21
Zoning	CMX-1/CMX-2
Shape	Generally Rectangular
Topography	Level
Corner	No
Flood Zones	Zone X (Shaded)

1314 Go ern ent St
Ocean Springs, MS 39564

County
Jackson

Submarket
Ocean Springs

APN
60137068.050

Confir ation

Name	Sam Ford
Company	Coldwell Banker A fonso Realty
Phone Number	228-424-8202
Affiliation	Listing Agent

Remarks

The parcel s located n both zones CMX1 and CMX2. The mprove ents are located n CMX1.

This was the former locat on of Chef Scott's Sushi. After re ocating, the building was sold and is no the ocat on of Craft Advisory Brewing, a oca microbrewery. renovations ere ade to th s property after the sa e con ert ng it from a loca sush restaurant to a m crobrewery/pub.

782 Water Street

Comparable 2

Sa e nformation

Buyer	Laken E. Register & Haley R. Register	
Seller	Daniel G. Collins, Joseph O. Collins Jr., Charles F. Collins, & Deborah Collins Jones	
Sale Date	7/22/2022	
Transaction Status	Recorded	
Sale Price	$500,000	$141 /SF NRA
Analysis Price	$500,000	$141 /SF NRA
Recording Number	20220005820 J2	
Rights Transferred	Fee Simple	
Financing	Conventional	
Conditions of Sale	Arm's length	
Marketing Time	70 days	

Property

Type	Retail, Special Purpose, Boutique / Salon
Gross Building Area (GBA)	3,550 SF
Net Rentable Area (NRA)	3,550 SF
Buildings	1 Building, 2 Floors
Foundation	Wood (Unspecified)
Year Built	1844
Land Area	0.2022 Acres (8,807 SF)
FAR	0.40
Zoning	DT
Shape	Irregular
Topography	Level
Corner	No
Flood Zones	Zone X (Shaded)

782 Water Street
Biloxi, MS 39530

County
Harrison

Submarket
Biloxi

APN
1410K-03-106.000

Confirmation

Name	Matthew A B aine
Company	Blaine & Co., LLC
Phone Number	228-861-6449

Remarks

This property was mproved n 1844 with a 3,550 square foot building in the heart of Downtown Biloxi. The property is located just north of Mary Mahoneys with visibility from Hwy 90. Currently being occupied as a salon and boutique. Whole building has been remodeled with vinyl wood, lighting, and full kitchen upstairs.

Listed for $599,000 on 02/01/2022 and sold for $500,000 on 07/22/2022

208 Menge Avenue

Comparable 3

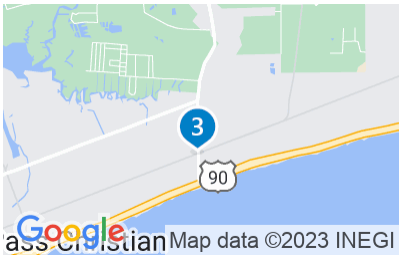
Sa e Information

Sale Date	1/31/2023	
Transaction Status	Pending	
Sale Price	$1,250,000	$345 /SF NRA
Analysis Price	$1,250,000	$345 /SF NRA
Conditions of Sale	Arm's Length	
Marketing Time	246 days	

Property

Type	Retail, Commercial
Gross Building Area (GBA)	3,623 SF
Net Rentable Area (NRA)	3,623 SF
Buildings	1 Building
Year Built	2013
Land Area	1 Acres (43,560 SF)
FAR	0.08
Shape	Irregular
Topography	Level
Corner	Yes
Flood Zones	Zone X (Shaded)

208 Menge Avenue
Pass Christian, MS 39571



County
Harrison

Submarket
Pass Christian

APN
0412O-02-011.001

Confirmation

Name	Monte S L ffey
Company	Southeast Commerc al Of MS, LLC
Phone Number	228-547-1953

Remarks

P rate's Co e Restaurant, a major landmark n the city of Pass Christian, located at 208 Menge Aven e. This resta rant is fully estab shed and has a clientele that comes from a states. This oca legend comes fu ly equ pped with everything needed to take o er inc d ng the bus ness and it's we kno n name. The b ilding has been constr cted met culously ith a extras and an ent re acre of property that prov des ample parking.

Listed for $1,650,000 on 01/31/2022 and so d for $1,250,000 on 01/31/2023

repared by David Bele
2283881749
david@appraisalassociates.net

Aerial View of Subject

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

ArcGIS Web Map

December 4, 2023

1:600

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

Parcels

Major

PrimaryRoads

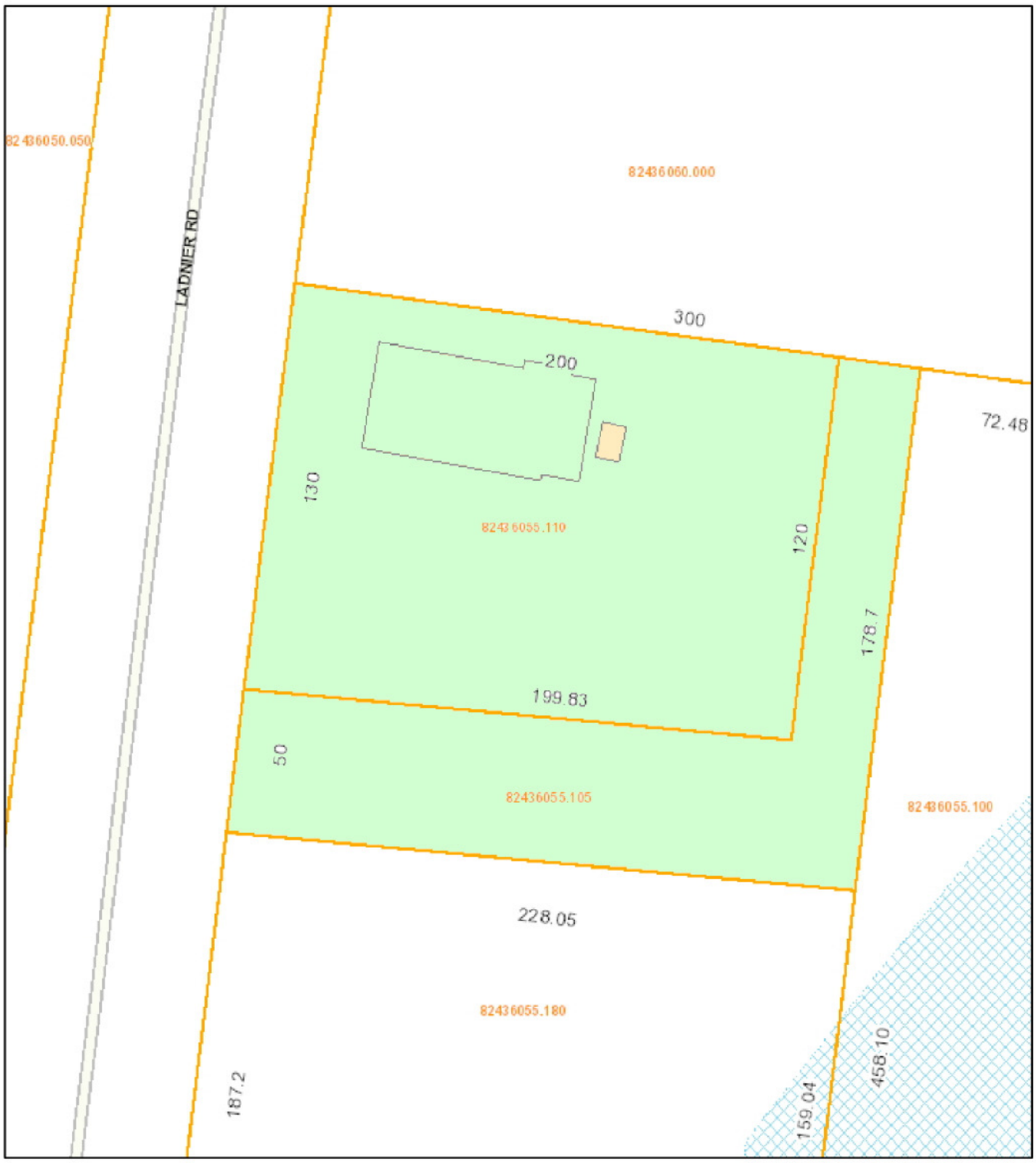
CenterLines

Jacskon County, Jackson County GIS

Web AppBuilder for ArcGIS
. | Jackson County GIS | Jacskon County |

County Tax Plat

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						



December 4, 2023

1:600

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

Parcels

Major

PrimaryRoads

CenterLines

Jackson County GIS

Web AppBuilder for ArcGIS
. | Jackson County GIS |

FLOOD MAP

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards
- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

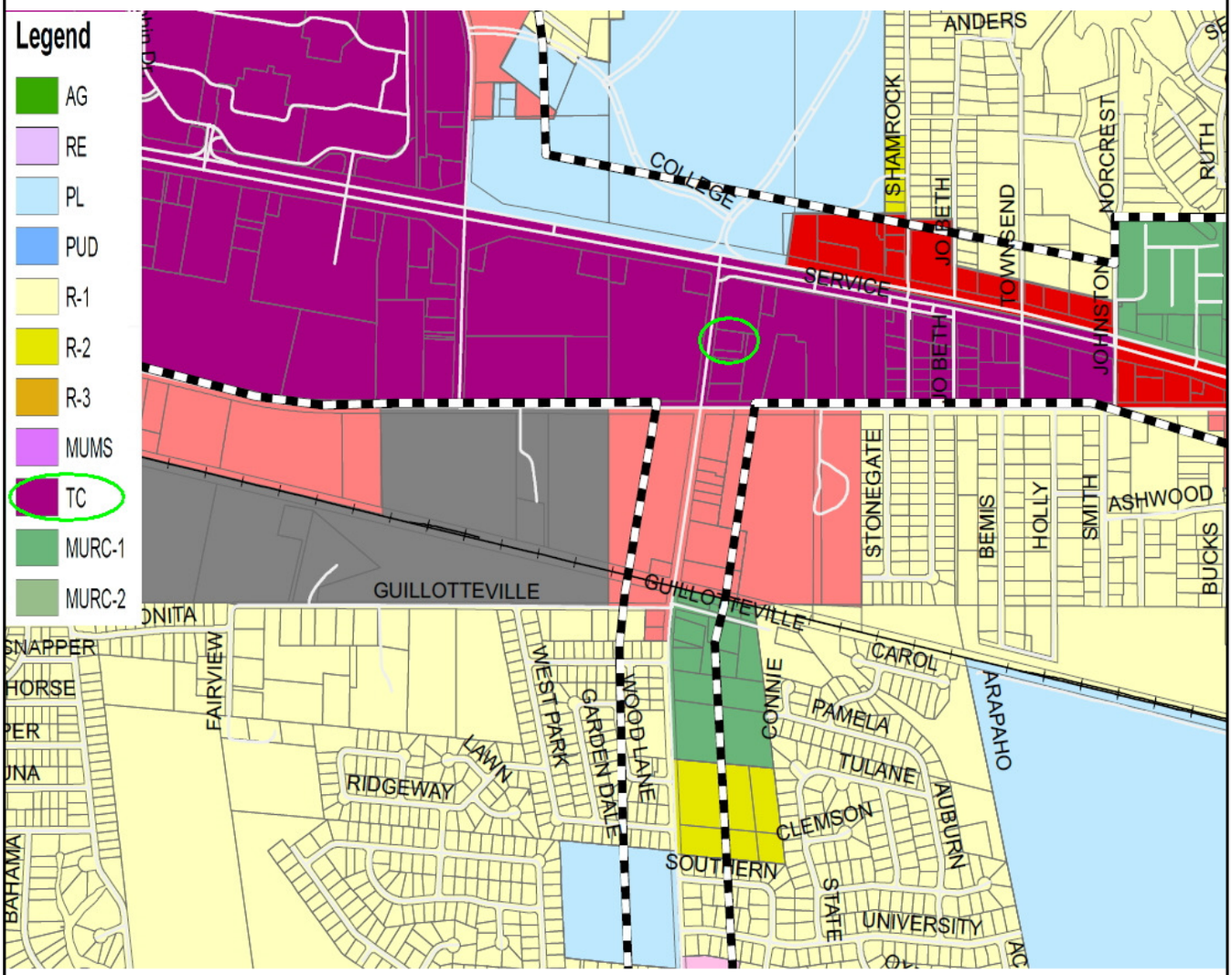
Flood Zone Determination

Latitude: 30.389479
Longitude: -88.645784
Community Name:
GAUTIER, CITY OF
Community: 280332
SFHA (Flood Zone): No
Within 250 ft. of multiple flood zones: Yes
Zone: X500 **Map #:** 28059C0319G
Panel: 0319G **Panel Date:** 03/16/2009
FIPS Code: 28059 **Census Tract:** 410.01

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. No third party is authorized to use or rely on this Report for any purpose. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY OR COMPLETENESS OF THIS REPORT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

Zoning Map

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						



Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

Jackson County Mississippi

Powered by: Delta Computer Systems, Inc.

Property Link

JACKSON COUNTY, MS

Current Date **12/ 4/2023**

Tax Year 2023

Records Last Updated **12/ 4/2023**

PROPERTY DETAIL

OWNER CHEN SHUO
603 HWY 90 STE 7

BAY ST LOUIS MS 39520

ACRES : .57
LAND VALUE : 76613
IMPROVEMENTS : 200073
TOTAL VALUE: 276686
ASSESSED : 41503

PARCEL 82436055.110
ADDRESS 2120 LADNIER

TAX INFORMATION

YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	2090.09	0.00	2090.09
CITY	1784.63	0.00	1784.63
SCHOOL	1979.69	0.00	1979.69
TOTAL	5854.41	0.00	5854.41

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	COM SWC SEC 36 N 1378' E 710.5
HOMESTEAD CODE	None		2'
TAX DISTRICT	3840		TO E/M LADNIER RD N 7DEG E 36
PPIN	065698		7.
SECTION	36		2' FOR POB N 7 DEG E 130' SE 2
TOWNSHIP	7		00
RANGE	7		' S 7 DEG W 120' NW 199.83' TO
			P
Book	**Page**		

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

Portion of Pending Sales Contract

Borrower or Owner: Owner: Chen Shuo / Occupant: Vacant
Property Address: 2120 Ladnier Road
City: Gautier County: Jackson State: MS Zip Code: 39553-6943
Client: Merchants & Marine Bank

MISSISSIPPI REALTORS

SELLER'S COUNTER OFFER # 1

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any questions, the party should seek advice from a competent legal professional before signing.

The offer to purchase the real property commonly known as:
2120 Ladnier Road, Gautier, MS 39553

made by and between Antonio Palazzolo, Frances Palazzolo Buyer
and Chen Shuo Seller
dated October 17, 2023, is not acceptable in its present form but the following counter offer is hereby submitted:

1. Sales Price: $260,000.00
2. Seller to pay NO CLOSING COST EXCEPT REAL ESTATE COMMISSION
3. Building and land being sold in it's "AS IS CONDITION".
4. Closing to take place within 10 days after 45 calendar day due diligence period or before.

OTHER TERMS: All other terms shall remain the same as stated in offer and any prior counter offers not in conflict herewith.
EXPIRATION: This counter offer shall expire unless a copy thereof with Buyer's written acceptance is delivered to Seller or its agent by: October 24, 2023 (date).
HEADINGS; SINGULAR AND PLURAL SAME: Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and the feminine gender and vice versa.

Signed this the 23rd day of October, 2023, at 5:00 ☐ a.m. ☒ p.m. CST, and a copy hereof received:
SELLER Chen Shuo Chen Shuo SELLER _____

The foregoing Counter Offer # 1 is accepted this the 24 day of October, 2023, at _____ ☐ a.m. ☐ p.m. CST, and a copy hereof received:
BUYER _____ BUYER Frances Palazzolo

The Buyer has countered this Counter Offer subject to the terms of the attached Buyer's Counter Offer # _____ this the _____ day of _____, _____, at _____ ☐ a.m. ☐ p.m. CST, and a copy hereof received:
BUYER _____ BUYER _____

The Buyer has rejected this Counter Offer and makes no counter offer this the _____ day of _____, _____, at _____ ☐ a.m. ☐ p.m. CST, and a copy hereof received:
BUYER _____ BUYER _____

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F14 Seller's Counter Offer
Rev. Date 05/2018
REALTOR®
Coldwell Banker Alfonso Realty, 9153 Lorraine Rd Gulfport MS 39503
Richard L. Sutherland
Phone: (228) 217-0087 Fax:
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

ALLMAND
HANDYMAN CONSTRUCTION

ESTIMATE

EST-00166

Date: Nov 5, 2023

Allmand Handyman Construction LLC
3222 Stonegate Cir
Gautier, MS 39553
2282177687

Bill To:

Antonio
3316 Ladner road
Gautier, MS 39553

Item	Quantity	Rate	Amount
Material for renovation This includes inside and outside of the building. FRP board Sheetrock for ceiling and walls behind FRP Flooring in dining room Renovation of the bathrooms Repairing broken window on north side of building This is a material estimate that will cover what is seen. Could incur more cost if behind FRP boards is rotten and needs more replaced.	1	$30,000.00	$30,000.00
Dumpster rental Rental for 2 months. Includes dump fee and delivery fee.	2	$600.00	$1,200.00
Port-o-potty rental Rental for 2 months. 1 week cleaning.	2	$150.00	$300.00
Labor for repairs at 12 weeks estimated Demo of the rotten exterior. Demo of kitchen area where rotten wood is showing and FRP board is coming off the wall. Demo of dining room and repairing ceiling where Sheetrock is missing. Installation of flooring in dining room. Rebuilding entry wall deciders on both sides. Installing Hardie siding on exterior of building and on the shed that located on the north side of the building. *Not Taxed*	12	$5,000.00	$60,000.00

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant
Property Address	2120 Ladnier Road
City	Gautier
County	Jackson
State	MS
Zip Code	39553-6943
Client	Merchants & Marine Bank

Subtotal:	$91,500.00
Mississippi (7%):	$2,205.00
Total:	$93,705.00

Notes:

Weekly draws will be required at hourly rate of $125 depending on workers on job.

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

Tuck Air, LLC
P.O. Box 1081
Gautier, MS 39553
228-282-4759
sales@tuckair.com

TUCK AIR

PROPOSAL

Proposal Submitted To: Mr. Antonio Palazzolo	Date: Nov. 12, 2023
Street: 3316 Ladnier Rd.	
City, State, Zip Code: Gautier, MS 39553	
Job Contact: Mr. Palazzolo	Phone: (228) 313-3444

We hereby submit specifications and estimates for:

The complete demolition, replacement and re-wiring of commercial building electrical scope required to meet or exceed ALL applicable NEC & NFPA 70 electrical safety design codes/standards as well as local and national building codes.

The replacement of all lighting with upgrades to indoor and outdoor facility lighting shall meet or exceed OSHA 1915.82 safety lighting requirements and ANSI/IES RP-20-14 workplace lighting standards and practices.

All new installation of electrical receptacles & lighting switches shall be GFCI or AFCI protected at breakers and shall meet or exceed NEC 314.15 & NFPA 70 electrical safety design standards for wet or damp locations where applicable.

All currently exposed wiring to outlets and switches will be re-installed inside walls where possible and routed through flexible MC or galvanized conduit pipe accordingly.

All electrical circuits will be properly grounded and bonded and shall meet or exceed NEC/NFPA 70 Article 250 requirements.

All receptacles outlets in public area will be installed with tamper resistant shutters to protect public safety.

All electrical deficiencies found during previous and future building inspection(s) will be addressed and rectified to ensure final approval and sign-off including passing any local building and code enforcement inspections by local planning dept.

NOT INCLUDED: Anything that is not detailed above.

We Propose hereby to furnish material and labor - completion in accordance with above specifications, for the sum of:

Price breakdown found on following page dollars ($).

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Tuck Air, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: **Customer Signature:**

Proposals are Valid for 30 Days from the Proposal Date detailed above. All material is guaranteed to be as specified. All work shall be completed in a substantial workmanlike manner according to specifications submitted, per standard practices and meet or exceed any local and national codes where applicable. All work performed by Tuck Air, LLC (the Contractor) is Warrantied for 1 year or as otherwise indicated in writing. The above warranty does not cover: lack of maintenance, vandalism, flood, fire, lightning, or any other reason beyond failure of material and workmanship. Any alterations or deviations from above specifications involving extra cost shall be executed only upon written orders, and may become an extra charge over and above the estimate. The proposal price has been calculated based on the current prices for electrical equipment, materials and labor rates. However, the market price for electrical equipment and materials specified are considered to be volatile, and sudden price increases could occur. Tuck Air, LLC agrees to make every effort in obtaining the lowest possible prices from available suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract, the Client agrees to pay that cost increase to Tuck Air, LLC. Any claim by Tuck Air, LLC for payment of a cost increase due to inflation shall require written notice delivered by the Contractor to the Client stating the increased cost, the equipment or materials in question, and the source of supply, supported by invoices or bills of sale. In the attempt to collect outstanding payment, the Client would be responsible for any cost incurred including reasonable attorney fees and court cost.

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

Tuck Air, LLC
P.O. Box 1081
Gautier, MS 39553
228-282-4759
sales@tuckair.com

TUCK AIR

PROPOSAL

Proposal Submitted To: Mr. Antonio Palazzolo	Date: Nov. 12, 2023
Street: 3316 Ladnier Rd.	
City, State, Zip Code: Gautier, MS 39553	
Job Contact: Mr. Palazzolo	Phone: (228) 313-3444

We hereby submit specifications and estimates for:

MATERIALS:

Electrical Panels, Glands, Hubs = $2,300.00

Interior / Exterior Lighting Materials = $3,800.00

53 Breakers (Standard / GFCI / AFCI) = $6,000.00

Outlets, Switches, Fixtures, Covers = $1,800.00

Electrical Boxes, Equipment Disconnects, JB's, Conduit, MC, Romex & Connectors = $4,900.00

Cable/Wire for Lighting, Outlets, Appliances & Equipment = $4,500.00

TOTAL MATERIALS = $23,300.00

LABOR:

Demolition, Removal & Disposal = $4,500.00

Rough-In of all lighting, outlet, appliance & equipment circuits as per design with 53 home runs = $5,000

Final installation/terminations and testing of all outlets, switches, lighting, appliances & equipment = $3,500

TOTAL LABOR = $13,000.00

NOT INCLUDED: Anything that is not detailed above.

We Propose hereby to furnish material and labor - completion in accordance with above specifications, for the sum of:

Thirty Six Thousand Three Hundred Dollars (Tax Included) dollars ($ 36,300.00).

Authorized Signature:

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Tuck Air, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: **Customer Signature**:

Proposals are Valid for 30 Days from the Proposal Date detailed above. All material is guaranteed to be as specified. All work shall be completed in a substantial workmanlike manner according to specifications submitted, per standard practices and meet or exceed any local and national codes where applicable. All work performed by Tuck Air, LLC (the Contractor) is Warrantied for 1 year or as otherwise indicated in writing. The above warranty does not cover: lack of maintenance, vandalism, flood, fire, lightning, or any other reason beyond failure of material and workmanship. Any alterations or deviations from above specifications involving extra cost shall be executed only upon written orders, and may become an extra charge over and above the estimate. The proposal price has been calculated based on the current prices for electrical equipment, materials and labor rates. However, the market price for electrical equipment and materials specified are considered to be volatile, and sudden price increases could occur. Tuck Air, LLC agrees to make every effort in obtaining the lowest possible prices from available suppliers, but should there be an increase in the prices of these specified materials that are purchased after execution of contract, the Client agrees to pay that cost increase to Tuck Air, LLC. Any claim by Tuck Air, LLC for payment of a cost increase due to inflation shall require written notice delivered by the Contractor to the Client stating the increased cost, the equipment or materials in question, and the source of supply, supported by invoices or bills of sale. In the attempt to collect outstanding payment, the Client would be responsible for any cost incurred including reasonable attorney fees and court cost.

ENVIRONMENTAL ADDENDUM

File No. 004802

*APPARENT** **HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

Borrower/Client Owner: Chen Shuo / Occupant: Vacant
Address 2120 Ladnier Road
City Gautier County Jackson State MS Zip Code 39553
Lender Merchants & Marine Bank

*** Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.**

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquires about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental conditions on or around the property that would negatively affect its safety and value.

DRINKING WATER

X Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.

___ Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.

___ Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.

X **The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.**

Comments

SANITARY WASTE DISPOSAL

X Sanitary Waste is removed from the property by a municipal sewer system.

___ Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.

X **The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.**

Comments

SOIL CONTAMINANTS

___ There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

X **The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.**

Comments

ASBESTOS

___ All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.

___ The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).

X **The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.**

Comments

PCBs (POLYCHLORINATED BIPHENYLS)

___ There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).

___ There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).

X **The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.**

Comments

RADON

___ The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).

___ The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.

___ The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.

X **The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.**

Comments

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ENVIRONMENTAL ADDENDUM (cont.)

File No. 004802

USTs (UNDERGROUND STORAGE TANKS)

____ There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.

____ There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).

____ There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.

X **The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.**

Comments _____

NEARBY HAZARDOUS WASTE SITES

____ There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.

X **The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.**

Comments _____

UREA FORMALDEHYDE (UFFI) INSULATION

X All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.

____ The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).

X **The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.**

Comments _____

LEAD PAINT

X All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.

____ The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).

X **The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.**

Comments _____

AIR POLLUTION

____ There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.

X **The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.**

Comments _____

WETLANDS/FLOOD PLAINS

____ The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.

X **The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).**

Comments _____

MISCELLANEOUS ENVIRONMENTAL HAZARDS

____ There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:

____ Excess Noise _____

____ Radiation + Electromagnetic Radiation _____

____ Light Pollution _____

____ Waste Heat _____

____ Acid Mine Drainage _____

____ Agricultural Pollution _____

____ Geological Hazards _____

____ Nearby Hazardous Property _____

____ Infectious Medical Wastes _____

____ Pesticides _____

____ Others (Chemical Storage + Storage Drums, Pipelines, etc.) _____

_____

X **The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.**

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

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82436055.110 CHEN SHUO

PIDN: 82436055.110

GISP: 777.36-03-0116.00

Owner Information

Percent of Ownership: 100

Name: CHEN SHUO

Name 2:

Mailing Address: 603 HWY 90 STE 7
BAY ST LOUIS MS
39520

Site Address: 2120 LADNIER RD GAUTIER

Land Information

Section: 36 Acreage: 0.57

Township: 7

Range: 7

Street Name LADNIER RD

Value and Tax Information

Total Assessed Value: 41503 Total Appraised Value: 276687

Improvement Value: 200067 Land Value: 76620

Tax Amount: 5967 SQ FT: 2773 Year Built: 1976

Legal Description

Description: COM SWC SEC 36 N 1378' E 710.52' TO E/M LADNIER RD N 7DEG E 367.2' FOR POB N 7 DEG E 130' SE 200' S 7 DEG W 120' NW 199.83' TO POB DB 1934-743 (116 Map777.36-03)

Deed Book / Page: 1934 / 743

https://webmap.co.jackson.ms.us/

82436055.105 CHEN SHUO

PIDN: 82436055.105

GISP: 777.36-03-0115.00

Owner Information

Percent of Ownership: 100

Name: CHEN SHUO

Name 2:

Mailing Address: 603 HWY 90 STE 7
BAY ST LOUIS MS
39520

Site Address: LADNIER RD GAUTIER

Land Information

Section: 36 Acreage: 0.34

Township: 7

Range: 7

Street Name LADNIER RD

Value and Tax Information

Total Assessed Value: 6554 Total Appraised Value: 43690

Improvement Value: 0 Land Value: 43690

Tax Amount: 942 SQ FT: 0 Year Built: 0

Legal Description

Description: COM SWC SEC 36 N 1378' E ALG N/M OLD HWY 90 710.62' TO E/M LADNI ER RD NELY ALG RD 307.2' TO POB NLY 50' ELY 199.83' NLY 120' ELY 27.52' SLY 178.7' WLY 228.05 TO POB DB 1934-743 (115 Map777.36-03)

Deed Book / Page: 1934 / 743

https://webmap.co.jackson.ms.us/

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

EVP

Appraiser Engagement Letter
Equity Valuation Partners, Inc.

Please see new available order below and let us know ASAP if you are able to accept the order. If you are unable to accept, please provide us with the conditions that would be necessary for acceptance.

General guidelines/instructions are included. If no response is received within 24 hours, this order may be re-assigned without notice to successfully meet our Client's time frame.

Specific Order Instructions are on page two and Required Client Instructions are located on page three.

Appraiser Information

Name	R. Belew
Company	Appraisal Associates (MS)
Address	2548 Beach Blvd Ste 100
City	Biloxi State MS Zip 39531

Property Information

Address	2120 Ladnier Rd
City	Gautier State MS Zip 39553-6943
County	Jackson

Borrower/Contact Information

Borrower	Antonio Palazzolo
Co-Borrower	
Primary Contact	Antonio Palazzolo
Home	
Work	
Cell	(228) 313-3444
Email	
Secondary Contact	John Jones
Home	
Work	
Cell	(228) 219-7777
Email	

Assignment Details

File Number	23-94481
Loan Number	
Loan Purpose	Purchase
Contract Price	$260,000.00
Loan Type	Commercial-Other
Case Number	
Occupancy Status	
Form Type	Commercial | Appraisal
Assignment Fee	$1,750.00
Due Date	12/11/2023

Client Information

Lender	Merchants & Marine Bank
Branch	
Address	3118 Pascagoula St
City	Pascagoula State MS Zip 39567-4215

To accept or decline this order, please visit http://evp.appraisalflo.com and log in. Click the assigned order and enter your response in the flashing "Accept | Decline" box.

Thank you for your consideration!

Borrower or Owner	Owner: Chen Shuo / Occupant: Vacant						
Property Address	2120 Ladnier Road						
City	Gautier	County	Jackson	State	MS	Zip Code	39553-6943
Client	Merchants & Marine Bank						

EVP

Specific Order Instructions

Assignment Notes

RESTAURANT * FEE SIMPLE * COST APPROACH * AS-COMPLETE * MARKET VALUE

Acceptance of this order constitutes a binding agreement between you and EVP. You are required to decline the assignment if:

- The assignment falls outside of your scope of practice restrictions and/or certifications;
- You do not have the necessary licensure;
- You are unable to format the report to meet intended user guidelines (e.g. FNMA, FHLMC, FHA, RD, FDIC, NCUA, OCC);
- You do not have E&O in a minimum amount of $300,000;
- Your appraisals are no longer accepted by the applicable agency;
- You do not have the data necessary data sources to complete the assignment; or
- You are unable to meet the above stated due date.
- If the assignment requires an interior inspection, it is EVP's expectations to call the point of contact within 2 business days to schedule.

If you are unable to meet all of the stated requirements, notify EVP immediately. Please direct any questions about this assignment to EVP via our web based appraisal management portal at http://evp.appraisalflo.com.

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My analysis and/or the estimate of market value in the appraisal report has not been influenced based on race, color, religion, sex, handicap, familial status, or national origin of any party associated with the subject property.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program for Practicing Affiliates of the Appraisal Institute.
- I have not performed an appraisal or any other service related to the subject property within the three years prior to this assignment.

Name: **R. David Belew, GAA**
State Certification #: GA-661
(Expires): 03/31/24 *(Vers. 5-2020)*

Appraiser Qualifications

APPRAISER QUALIFICATIONS

R. David Belew, GAA
P.O. Box 4554
Biloxi, MS 39535

Valuation Services:
We are a leading provider of real estate valuations and brokerage services for commercial and residential real estate on the Mississippi Gulf Coast.

At Appraisal Associates, our job is to help our clients determine the value of real property assets, provide timely and relevant market data and advice, or broker the acquisition and disposition of commercial property.

With more than 20 years of experience in the real estate business, we have a proven track record in managing the appraisal process from engagement to delivery, whether a simple valuation or complex analyses.

Included in our portfolio of services are valuations for:

- ► Commercial and Investment Banking
- ► Mortgage Financing and Refinancing
- ► Commercial Property Owners
- ► Raw Land and Lots

Recent valuation assignments have included most major categories of real estate development such as motels, general use and medical use offices, retail shopping centers and stand-alone stores, condominium resort sites, apartment complexes, marinas, industrial facilities and technical parks, beachfront property, government offices, and many others.

Consulting and Real Estate Brokerage:

In addition to our valuation services, we also offer full brokerage services specializing in commercial properties. Consulting services include expert witness and market data report preparations.

Our associates are members of the Appraisal Institute and the National Association of Realtors.
Our primary service area includes the three coastal counties of southern Mississippi.

Collectively, we have decades of valuation and realty services experience among our associates. Recent clients include major lending institutions and corporate firms such as Chase, JP Morgan, Trustmark, Wells Fargo, Firestone Tires, Alcan Aluminum, MGM/Mirage and City Municipalities.

www.appraisalassociates.net

Real Estate Appraiser / Broker Qualifications

Certified General Real Estate Appraiser and President of Appraisal Associates, LLC.
Licensed Real Estate Broker specializing in commercial properties and consulting.

LICENSED

GA-661 Licensed Certified General Real Estate Appraiser;
Mississippi Real Estate Appraiser Licensing and Certification Board.

MSGA-661 FHA Roster, Approved FHA Appraiser

Recognized by the Courts of the State of Mississippi as a Valuation Expert Witness.
Recognized by Federal Bankruptcy Court as a Valuation Expert Witness.

PROFESSIONAL DESIGNATIONS

GAA Designation from the National Association of Realtors

AFFILIATIONS

R. David Belew, Practicing Affiliate, Appraisal Institute

National Association of Realtors, Mississippi Association of Realtors,
Gulf Coast Association of Realtors, Mississippi Association of Commercial Realtors
Former International Council of Shopping Centers (ICSC)
Former Biloxi Bay Chamber of Commerce
Former Advisory Board Member; Wachovia / Wells Fargo Bank

EXPERIENCE

1992-1995 Real Estate Investor / Renovation Specialist / Mortgage Banker
1995-Present Commercial Real Estate Agent / Leasing Agent / Consultant
1998-Present Real Estate Appraiser

EDUCATIONAL BACKGROUND

BS, Psychology & Education: University of Southern Mississippi

Real Estate Educational Background:

Principles of Real Estate:	University of Southern Mississippi, 1993
Practice of Real Estate Appraisal:	Appraisal Institute / University of Southern Mississippi, 1993
Financial Analysis for Commercial: Investment Real Estate	Commercial Investment Real Estate Institute (CCIM), 1995
Appraisal Standards and Ethics:	National Association Realtors Appraisal Education Program, 1998
Appraisal Report Writing:	National Association Realtors Appraisal Education Program, 1998
Principles of Real Estate Appraisal:	National Association Realtors Appraisal Education Program, 1998
Sales Comparison Approach:	National Association Realtors Appraisal Education Program, 1998
Advanced Income Analysis:	National Association Realtors Appraisal Education Program, 1998
Real Estate Analysis:	National Association Realtors Appraisal Education Program, 1998
Income And Cost Approach /:	National Association Realtors Appraisal Education Program, 1998
Advanced Income Capitalization: Methods and Techniques	National Association Realtors Appraisal Education Program, 1998 and 2009
Managing Human Resources:	University of Southern Mississippi, 1993

Commercial Real Estate in Miss.	Laird, Mendenhall, Shows, Simmons
FHA Appraisal Process	Appraisal Institute, Jackson MS
Appraisal of Nonconforming Uses	Appraisal Institute, Biloxi MS
USPAP-A	Appraisal Institute, Atlanta, GA
Principles of Appraisal Review	Lincoln Graduate Center, Vicksburg, MS
Advanced Income Analysis	Appraisal Institute, Atlanta, GA, 2001
MRI-4	Mississippi Association of Realtors / Mississippi Realtor Institute
Appraisal of Real Estate	Lincoln Graduate Center, Jackson MS, 2001
Narrative Report Writing	Lincoln Graduate Center, Jackson MS, 2001
National USPAP	McKissock, Ocean Springs MS, 2003
Wetlands Symposium	Wetlands Solutions, LLC, Gulfport MS
Coldwell Banker Commercial Business Development Systems:	Coldwell Banker Commercial University
Appraiser Liability	McKissock, 2004
Mathematically Modeling RE	Appraisal Institute, Gulfport MS, 2004
Appraising Distressed Commercial Real Estate	Appraisal Institute, June, 2009 Biloxi, MS
Loss Prevention Seminar	Appraisal Institute, July, 2008 Biloxi, MS
Appraising Convenience Stores	Appraisal Institute, July, 2008 Biloxi, MS
What Clients Would Like Their Appraisers to Know	Appraisal Institute, June, 2007 Biloxi, MS
Advanced Sales Comparison And Cost Approaches	Appraisal Institute, February 2010, Jackson, MS
General Appraiser Market Analysis And Highest & Best Use	Appraisal Institute, November 2009, Jackson MS
General Appraiser Report Writing And Case Studies	Appraisal Institute, September 2010, Jackson MS
Business Practices and Ethics	Appraisal Institute, November 2010
Advanced Applications	Appraisal Institute, February 2011, Jackson, MS
Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets	Appraisal Institute, March 2012, New Orleans, LA

2018-2019 National USPAP Update	McKissock.com, February 2018
Appraisal of Fast Food Facilities	McKissock.com, February 2016
Appraisal of Self-Storage Facilities	McKissock.com, February 2016
Appraisal of Ground Leases	McKissock.com, February 2016

Past Clients:

Region's Bank	Firestone Tires
Coca-Cola Bottlers	Chase Manhattan Bank
Trustmark Bank	Alcoa Aluminum
Hancock Bank	MGM / Mirage
Lehman Brothers Bank	State of Mississippi
First NBC Bank	City of D'Iberville
Wells Fargo Bank	Bancorpsouth
First Bank & Trust	Coast Community Bank
Gulf Coast Bank & Trust	Citizen's Bank
Bank Plus	The People's Bank
AmSouth Bank	Keesler Federal Credit Union
Mississippi State Port Authority	Mississippi Coliseum & Convention Commission

Councilwoman Martin made the motion to approve the ordinance establishing the Central Business District for the City of Gautier, as presented. Councilman George seconded the motion.

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

ORDINANCE NUMBER 244-2018

AN ORDINANCE TO ESTABLISH THE CENTRAL BUSINESS DISTRICT FOR THE CITY OF GAUTIER, MISSISSIPPI

WHEREAS, Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated Central Business District of the municipality, for a period of not more than seven years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, given the nature of the various commercial corridors within the City and the City Council's desire to make available certain tax exemptions to developers of commercial enterprises within those corridors, it is necessary to define the Central Business District; and

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

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-21-5 of the Mississippi Code of 1972 authorizes Municipal Governing Authorities.

SECTION 2. ESTABLISHMENT AND DESCRIPTION OF THE CENTRAL BUSINESS DISTRICT

(a) The Central Business District of the City of Gautier is hereby established, designated and described as follows:

The rights-of-way and all parcels lying in whole or in part within four hundred fifty (450) feet of each side of the rights-of-way of any road designated as a principal or minor arterial in accordance with the Comprehensive Plan.

(b) A map reflecting the Central Business District shall be maintained in the Planning Department for citizen review.

SECTION 3. CODIFICATION.

This ordinance shall not be codified.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect as provided by law.

Thereupon, upon motion duly made by **Councilwoman Martin**, seconded by **Councilman George** to adopt the foregoing ordinance and received the following votes:

AYES: **Phil Torjusen**
Mary Martin
Cameron George
Richard Jackson
Casey Vaughan
Rusty Anderson
Adam Colledge

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 6th day of **March, 2018.**

Phil Torjusen

Phil Torjusen, Mayor

Attest: Tricia L. Thigpen

Tricia L. Thigpen,
Deputy City Clerk

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 6, 2018.

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Consideration of a Conditional Use-Major Permit that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MV Mixed Use Recreation Commercial – Mary Walker Zoning District**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MV Mixed Use Recreation Commercial-Mary Walker Zoning District, located at 3309 Gatti Place (GPC #24-13-CU)

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

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 24-13-CU
3309 Gatti Place – MURC-MV Mary Walker Zoning District
REGARDING PARCEL ID NO: #85380204.000

WHEREAS, an application for a Conditional Use-Major Permit to allow the Recreational Vehicle (RV) in a MURC-MV Mary Walker Zoning District was submitted by William and Stacey Herrington; and

WHEREAS, the parcel subject to this Permit is located at 3309 Gatti Place, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its June 6, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and had no recommendation for the City Council regarding the Conditional Use-Major Permit, due to the lack of affirmative action; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to no recommendation from the Planning Commission; and

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

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

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

WHEREAS, the City Council hereby finds that the proposed use, classified as a Recreational Vehicle (RV), (is or is not) permitted as a Conditional Use-Major in a C-2 Community Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts no recommendation

of the Planning Commission and (approves or denies) the above Conditional Use-Major Permit for a Recreational Vehicle (RV) in a MURC-MV Mary Walker Zoning District.

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

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/12/2024
Subject: Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3309 Gatti Place (GPC #24-13-CU)

REQUEST:
The Planning Department has received a request from William and Stacey Herrington for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3309 Gatti Place, PID #85380204.000 (GPC #24-13-CU). The application fee of $250 was paid on March 19, 2024. All public notice requirements have been met.

BACKGROUND:
The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.
Location: 3309 Gatti Place, PID #85380204.000 (See Exhibit A)
General features of the proposed project:Total Area: Approximately 1.42 Acres
Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)
Existing Land Use – Vacant (See Exhibit C)
Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:
The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.
Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Applicant Response: Yes.

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in a MURC-MW Mixed Use Recreation Commercial District.
Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
Applicant Response: Property is already next to a mobile home/RV park.

Staff Finding: The proposed use is allowed in a MURC-MW zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.
Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
Applicant Response: No, property is already next to a mobile home/RV park.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.
Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
Applicant Response: No, we are at the end of the road and not for full time use.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.
Can the proposed use be accommodated by existing or proposed public services and facilities including, but

not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.
Is the proposed use in harmony with the Comprehensive Plan? Explain how.
Applicant Response: Yes.

Staff Finding: The Comprehensive Plan calls out "Recreational Commercial" for future land use of this property.
Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.
Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.
Applicant Response: Yes, only parking it for part time use and everything is mobile.

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

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.
The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

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

RECOMMENDATION:

The Planning Commission was divided on denial/approval and therefore made no recommendation to the City Council.
The City Council may:
Approve the Conditional Use-Major
Approve the Conditional Use-Major with changes; or
Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 6.6.24 (#24-13-CU)
2. Complete Packet 24-13-CU

Excerpt from June 6, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3309 Gatti Place. (GPC #24-13-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded the Planning Commission that a Conditional Use does run with the land if approved.

REQUEST:

The Planning Department has received a request from William and Stacey Herrington for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3309 Gatti Place, PID #85380204.000 (GPC #24-13-CU). The application fee of $250 was paid on March 19, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3309 Gatti Place, PID #85380204.000 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 1.42 Acres

3. Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)

4. Existing Land Use – Vacant (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

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

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

   Applicant Response: Yes.

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in a MURC-MW Mixed Use Recreation Commercial District.

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

   Applicant Response: Property is already next to a mobile home/RV park.

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

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

   Applicant Response: No, property is already next to a mobile home/RV park.

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

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

   Applicant Response: No, we are at the end of the road and not for full time use.

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

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

   Applicant Response: Yes.

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

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

Applicant Response: Yes.

Staff Finding: The Comprehensive Plan calls out "Recreational Commercial" for future land use of this property.

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

   Applicant Response: No.

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

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

   Applicant Response: Yes, only parking it for part time use and everything is mobile.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present his case.

William Herrington, the applicant, stated that he and his wife live in Dockside RV Park at 413 River Oaks which is approximately 100 yards from the property where they want to put the camper. The camper is currently located at Dockside RV Park. They are paying $425 a month for lot rent and their daughter and her family only come down about 5 times a year to stay the weekend. They would like to move the camper to their property at 3309 Gatti Place which already has a temporary power pole and sewer hook-up. He said the people who own the house next to the property live out of town and use their house as a recreational home. They also have a privacy fence between their house and the applicant's property. Mr. Herrington said that you can see all the boats sitting on the hill at Pitalos from the neighbor's property, as well as sunken boats, and the campers at Dockside RV Park. When he purchased the property, he intended to build but then Covid hit and building material prices went sky high so he hasn't been able to afford to build.

Chairman Jamison asked if the camper would be left on the property permanently.

Mr. Herrington said that it would be but there would not be anyone there on a permanent basis and the camper would be able to be moved in case of a storm.

Chairman Jamison reminded the Commissioners that a Conditional Use remains with the property so if the request was approved and the property was sold the next owner could have a camper there.

Commissioner Ward asked Mr. Ankerson why the request was a Conditional Use and not a Special Exception.

Mr. Ankerson explained that although an RV park was allowed by right in a MURC-MW Zoning District an RV on an individual lot was listed as a Conditional Use-Major. The MURC-MW District is a mixed-use district. It may have one street that has residential homes, one street that is an RV park and a boat yard, and it might have a street that has both. So, looking at it on a case-by-case basis is probably why it is listed as a Conditional Use – Major.

Robert Herrington, the applicant's son, stated that it was in his parents' will that he would be getting the property when they passed, and he intended on building a home there when it was passed on to him.

Will White, who has property on Willis Street, said he was very familiar with the area, and he feels that it conforms to the area and with the atmosphere of the area.

Jeannie Reeves, who lives on Gatti Place, said she has lived there almost twenty years and pays a lot of taxes. She is concerned about a decrease in her property value if the camper is allowed to go there. She is also concerned that because there are two other vacant lots next to the applicant's that there is a chance the lots could turn into an RV park.

Chairman Jamison asked Mr. Ankerson if an RV park could go there by right.

Mr. Ankerson stated that an RV park could be built in an MURC-MW District by right if it meets the criteria in the UDO for an RV park. He explained that "by right" means that someone could make application for an RV park and as long as they met the criteria listed in the UDO, they would be allowed to put it there without a public hearing.

David Simmons, who lives on Mawaka Drive, said he owns five lots in the area and is opposed to the camper. He said the neighborhood (Mawaka Drive and Gatti Place) has been residential the whole time and he would like to see it stay that way. He said that maybe later on he might file to have that area rezoned as residential.

Anthony McCaffrey, who lives at 3301 Gatti Place, is opposed to the camper going on the property. He said there are currently no RV's or trailers on Mawaka Drive or Gatti Place and he would like to see it remain just houses. He also stated that the property was smaller than 1.42 acres as was said earlier.

Mr. Ankerson addressed the error and said the property was .42 acres.

Angela Desportes, who lives at 3340 Gatti Place, opposes the camper. She said the area is all houses and she hates to see any more trailers going there. She said there are already more golf carts coming around the area.

Stacy Scott, who owns 3313 Gatti Place, said he opposes the camper because of it decreasing property values and setting a precedence for other trailers to come in. He would rather keep it all houses.

Stacy Herrington, the applicant's wife, stated that she had lived in the area since she was eight years old. She stated that most of the people saying they didn't want their land value to go down built their homes next to a marina, the Tiki Restaurant and Bar, and a trailer park. She said there is also a piece of property owned by Mary Walker where they are piling broken piers, and trash from Mary Walker. These homeowners have to pass this trashy lot every single day on their way to their house. How is that okay but her camper parked at the end of the road that can't be seen is devaluing their property?

Graham Reeves, who lives at 3320 Gatti Place, said he built his house three years ago and opposes the camper.

Robert Herrington said that most people who have houses on Gatti Place can step out their front door and have a perfect view of a trailer or RV park. They pass RV's, trailers, and campers to get to their house. Why is it a problem for one more camper in the area that will not be there permanently?

Chairman Jamison explained that the problem is that a Conditional Use goes with the property and though the intent is not for the camper to be permanent there is a possibility that it could be.

Commissioner Davis as Mr. Danos, the City Attorney, if there was a way to make it a temporary placement.

Mr. Danos stated that if it is approved future owners will be able to conduct the same use.

Commissioner Davis asked Mr. Ankerson if the zoning of the area had been mixed use since the incorporation of the city.

Mr. Ankerson said he knew it had been since the 2010 Comprehensive Plan.

Ms. Reeves asked if there would be codes on a camper as strict as the codes on their homes.

Mr. Ankerson stated that codes applied to building an RV are applied at the manufacturer when it is built. City codes would be things such as setbacks from property lines. In accordance with the city's Flood Ordinance, the camper would have to remain on its wheels and be ready to move at all times. The power pole would have to be inspected to

make sure it meets code. Code Enforcement would address other things like unsightly appearance, overgrown property, or if the camper were dilapidated.

Commissioner McManus said she had a problem with the use staying with the property because you didn't know what might happen next. She stated there wasn't exactly a mixed use on Gatti Place because the harmony of the area has been established that the values in that area are all higher than RV areas.

Commissioner Hudson stated that putting RV's in areas around other homes is setting a precedence and he is concerned with decreasing property values. He said nothing can be done about things that were grandfathered in but they can stop things from continuing.

Commissioner Decoteau stated that he didn't see how it would decrease the value of other properties because there are RVs stored at houses in the area. One RV on a vacant lot wasn't going to change how the neighborhood looked.

Commissioner Ward stated that Conditional Uses are put on things so each case can be looked at on a conditional basis. One criteria of a Conditional Use that should be considered is the characteristic of the neighborhood. Even though this is a mixed-use district, this particular area is a pocket area with very high value homes on the water. RVs have been approved on individual lots in the district, but those areas do not have the caliber of homes that are present in this area. He said he does not think the RV meets the characteristics of this particular area.

Chairman Jamison stated that property was bought for these high value homes where RVs were located. This one street is about 5% of what she considers the neighborhood. She said she considers that neighborhood to consist of the properties from Mary Walker Drive to the water to the Tiki to Willis Street. She doesn't think that one camper on this property is going to impact the properties where these homes are.

ACTION TAKEN:

Commissioner McManus made a motion to recommend that City Council deny the Conditional Use-Major due to the request not being compatible with the existing area.

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

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

ABSENT: Chris Hoover

Motion failed. (No recommendation to City Council)

Gautier Planning Commission

Regular Meeting Agenda

June 6, 2024

GPC #24-13-CU

William & Stacey Herrington

3309 Gatti Place

VII. NEW BUSINESS

1. Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3309 Gatti Place (GPC #24-13-CU)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 23, 2024

Subject: Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3309 Gatti Place. (GPC #24-13-CU)

REQUEST:

The Planning Department has received a request from William and Stacey Herrington for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3309 Gatti Place, PID #85380204.000 (GPC #24-13-CU). The application fee of $250 was paid on March 19, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3309 Gatti Place, PID #85380204.000 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 1.42 Acres

3. Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)

4. Existing Land Use – Vacant (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

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

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

   Applicant Response: Yes.

   Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in a MURC-MW Mixed Use Recreation Commercial District.

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

   Applicant Response: Property is already next to a mobile home/RV park.

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

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

   Applicant Response: No, property is already next to a mobile home/RV park.

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

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

   Applicant Response: No, we are at the end of the road and not for full time use.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: Yes.

   Staff Finding: The Comprehensive Plan calls out "Recreational Commercial" for future land use of this property.

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

   Applicant Response: No.

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

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

   Applicant Response: Yes, only parking it for part time use and everything is mobile.

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

DETERMINATION OF APPLICABLE LAW:

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

designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

24-13-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:		FEE:
Conditional Use - Major	_____	$251.00
TO BE HEARD BY PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor	_____	$251.00

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

Name of Applicant: William Herrington & Stacey Herrington Stacey

Name of Business: _____ Phone: 990-8251

Property Address: 3309 Gatti Place, Gautier Mailing Address (if Different): 413 River Oaks DR, Gautier

E-Mail Address: ~~stherrington~~ snherrington69@gmail.com

Proposed Use Requiring Conditional Use: RV in MURC-MU (Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

✓ 2. Project Narrative (see attached).

✓ 3. Diagram of intended use (see attached).

NA 4. Copy of protective covenants or deed restrictions, if any.

NA 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

NA 6. Any other information requested by the Planning Director.

NA 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): William Herrington Date of Application: _____

Stacey Herrington

FOR OFFICE USE ONLY

Date Received 3/19/24 Verify as Complete Scott a Babs

Fee Amount Received 251.00 Initials of Employee Receiving Application Babs

MURC-MU

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

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District? yes
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. no, property is already next to a mobile home/RV Park.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain. no we are at the end of the road and not for full time use
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? yes
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how. yes
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. no
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. yes, only parking it for part-time use and everything is mobile

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

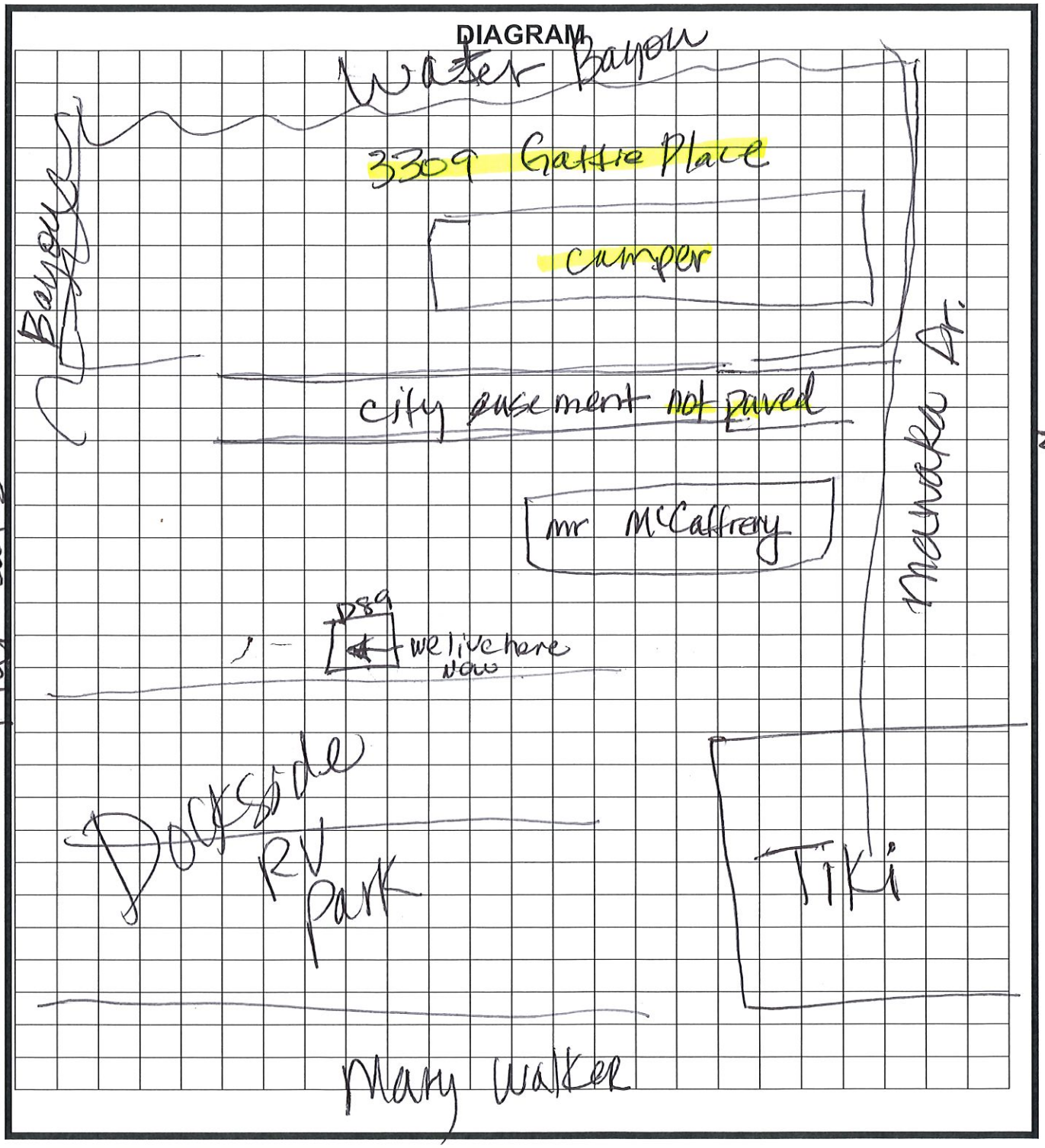
1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health,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

CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

Our daughter lives out of town and they like to have somewhere to come visit, but only come 5-6 times a year. They are currently paying to keep camper at Dockside RV Park and it's getting too expensive to pay for something they hardly get to use. So we would like to park our camper on our property and hook up water and electric. Nothing will be a permanet structure and it can easily be moved during floods or inclement weather. We live in Dockside RV Park and can actually see our property. It's probably approx 100 yards from our mobile home we live in.

CONDITIONAL USE DIAGRAM – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.



85380204.000 HERRINGTON WILLIAM E &

PIDN: 85380204.000

GISP: 769.32-03-0049.00

Owner Information

Percent of Ownership: 100

Name: HERRINGTON WILLIAM E &

Name 2: HERRINGTON STACEY N

Mailing Address: 413 RIVER OAKS #D89
GAUTIER MS
39553

Site Address: 3309 GATTI PL GAUTIER

Land Information

Section: 32 Acreage: 0

Township: 7

Range: 6

Street Name GATTI
PL

Value and Tax Information

Total Assessed Value: 2757 Total Appraised Value: 18380

Improvement Value: 0 Land Value: 18380

Tax Amount: 396 SQ FT: 0 Year Built: 0

Legal Description

Description: LOT 4 GATTI PLACE S/D DB 1974-49
6 (49 MAP769.32-03)

Deed Book / Page: 1974 / 496

85380204.000 HERRINGTON WILLIAM E &

https://webmap.co.jackson.ms.us/ 4/16/2024

Exhibit A
Location Map

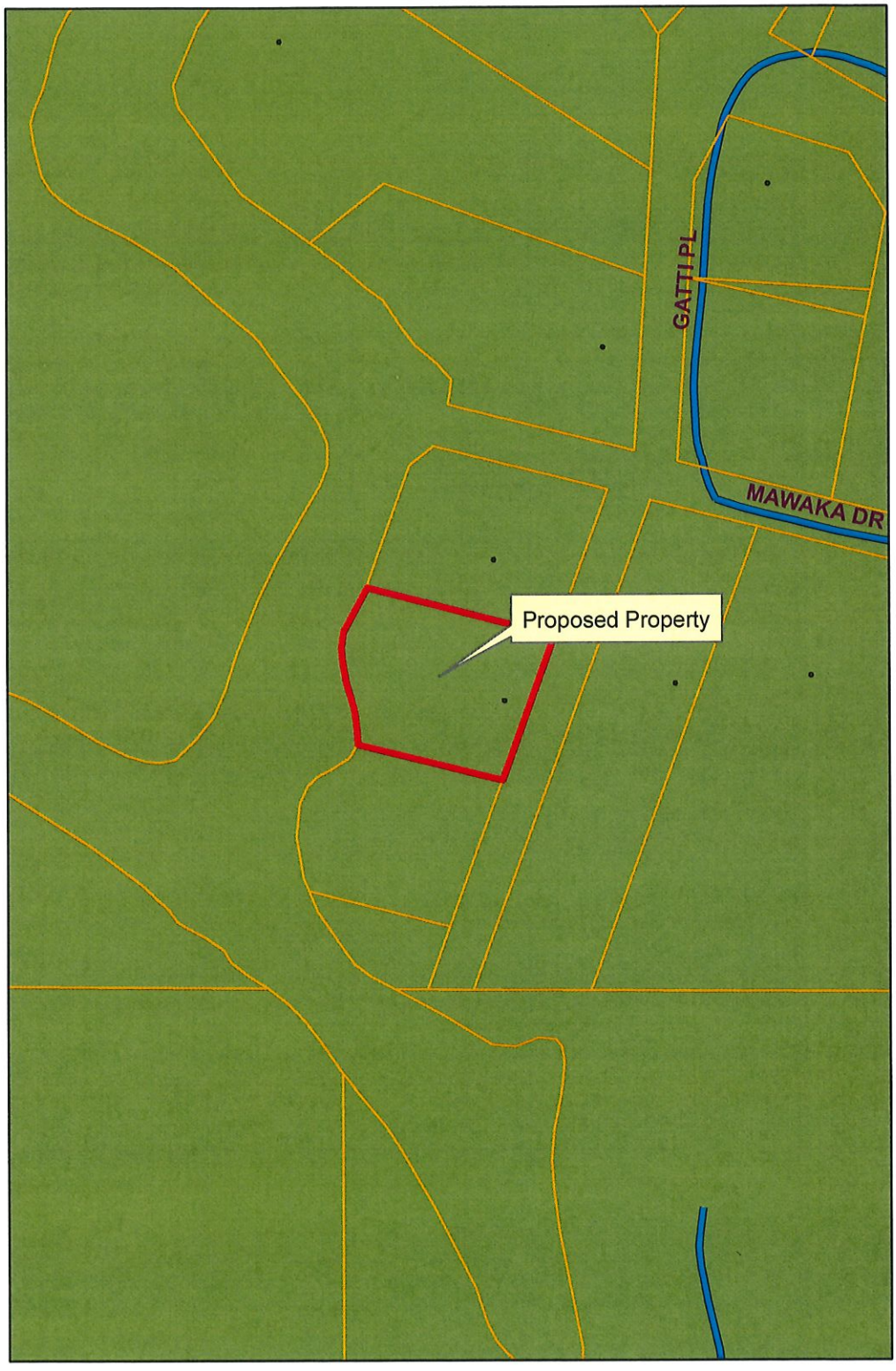
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



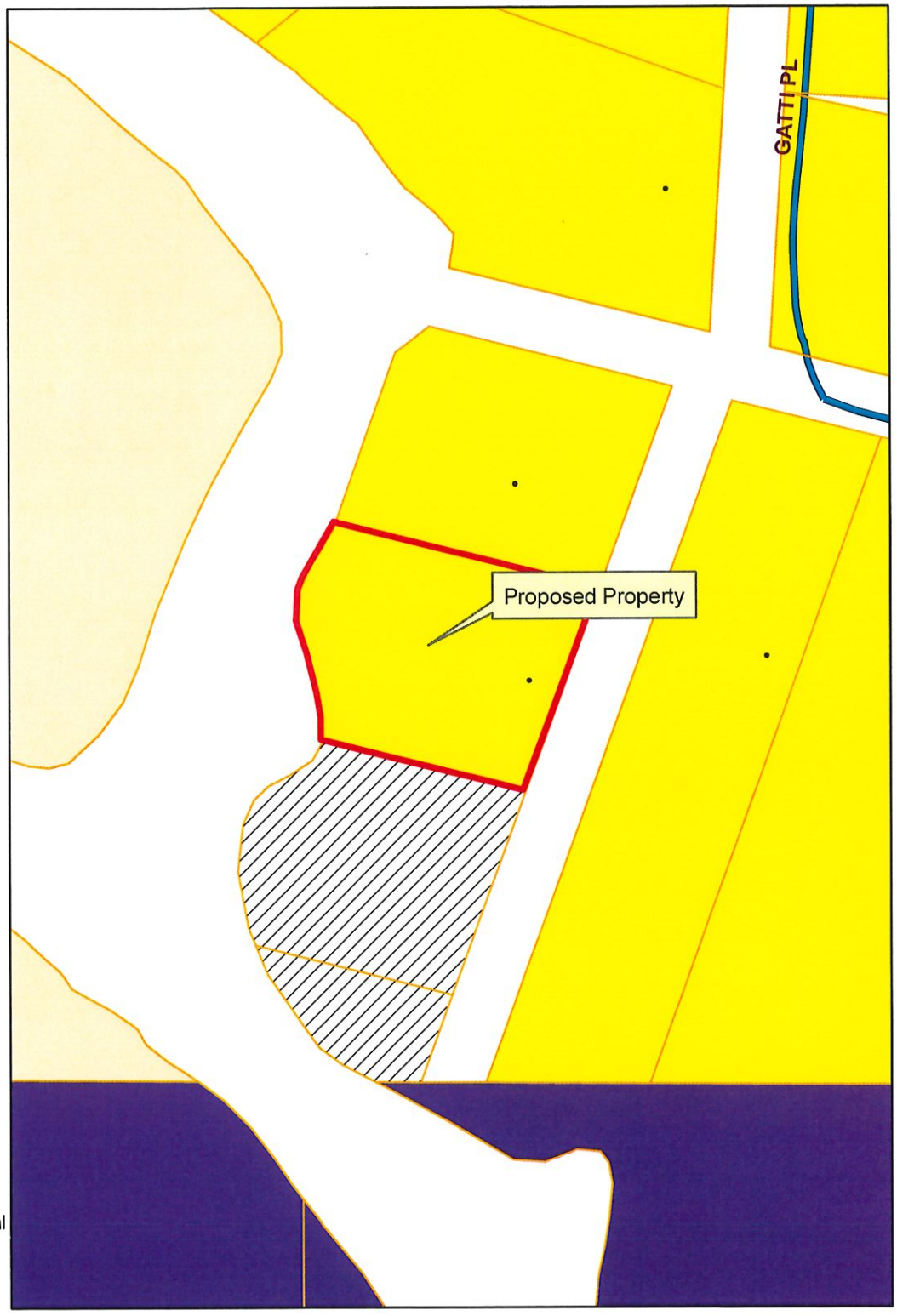
Legend

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

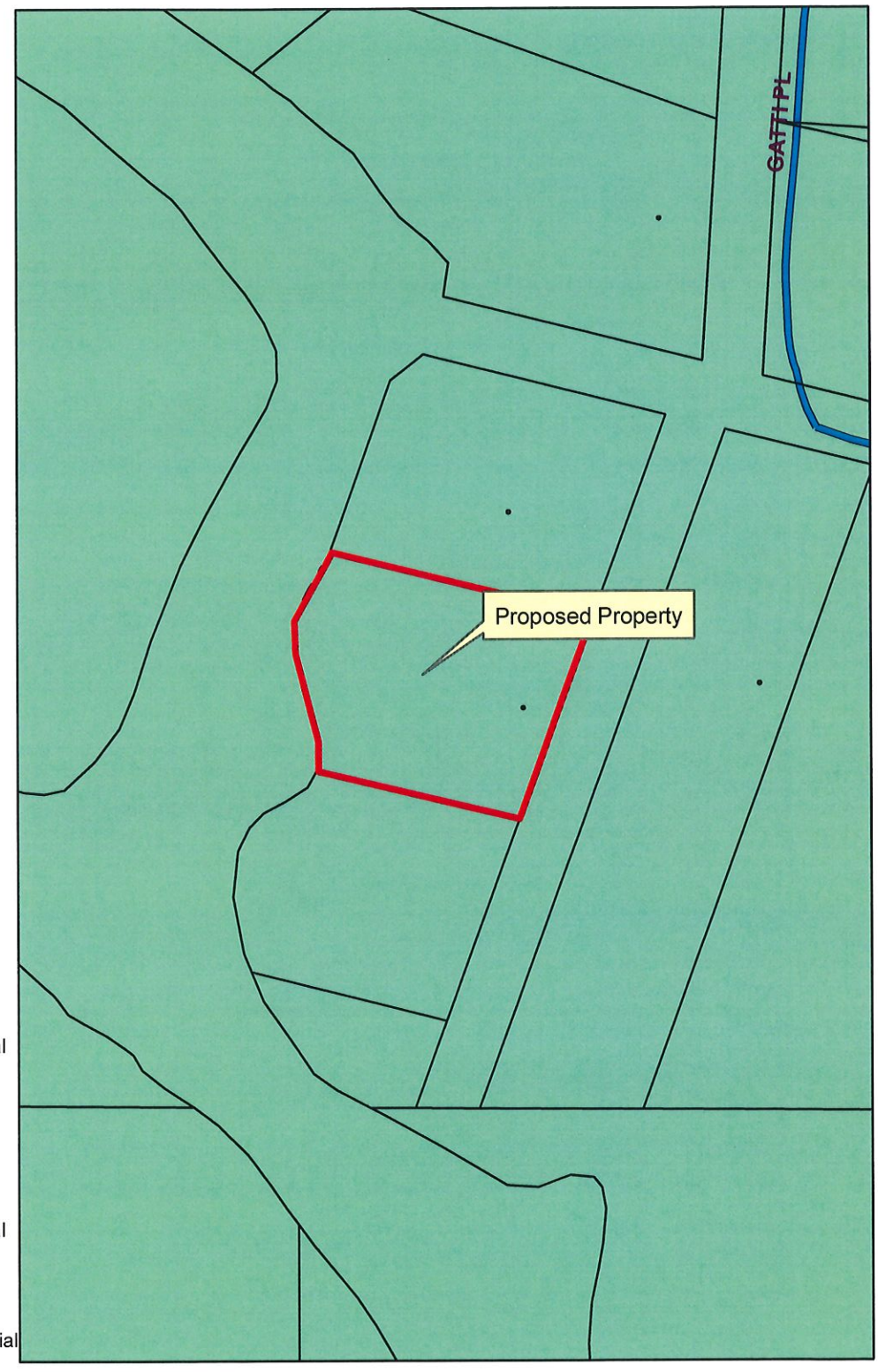
ELU_08

- 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:	**June 18, 2024** **Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3216 Willis Street, Gautier, MS, PID #87420022.000) (GPC #24-14-SE)

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

CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 24-14-SE
3216 WILLIS STREET – SPECIAL EXCEPTION THAT WOULD ALLOW AN ACCESSORY STRUCTURE ON A LOT WIHTOUT A PRIMARY STRUCTURE IN A MURC-MV MIXED USE RECREATION COMMERCIAL – MARY WALKER ZONING DISTRICT
REGARDING PARCEL ID NO: 87420022.000

WHEREAS, an application for a Special Exception Permit that would allow an accessory structure on a lot without a primary structure in a MURC-MV Mixed Use Recreation Commercial – Mary Walker Zoning District was submitted by James W. White; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an accessory structure, requires a Special Exception Permit in the MURC-MV Mixed Use Recreation Commercial – Mary Walker Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 3216 Willis Street; and

WHEREAS, after due public notice, Planning Commission, at its June 6, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the permit contingent upon all conditions of the UDO are met in the future, and a primary structure is built on the property within 10 years.

WHEREAS, the City Council hereby finds that the proposed Special Exception (will or will not) be in harmony with the purpose and intent of the Unified Development Ordinance; and (will or will not) be injurious to the neighborhood or the general welfare; and

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by James W. White on June 6, 2024 for a Special Exception Permit.

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

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2024.

Excerpt from June 6, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3216 Willis Street. (GPC #24-14-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded Commissioners that Special Exceptions do not run with the land. They expire with a change of ownership.

REQUEST:

The Planning Department has received a request from James W. White for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3216 Willis Street, PID #87420022.000 (GPC #24-14-SE). The application fee of $250 was paid on March 18, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial.

1. Location: 3216 Willis Street, PID #87420022.000 (See Exhibit A)

2. General features of the proposed project:
   Lot Size: 0.43 acres

3. Potable Water and Wastewater Services: Available at current location

4. Current Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial – Mary Walker

5. Current Surrounding Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial

6. Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Fish Camps, Marina

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

DISCUSSION:

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

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

Applicant Response: The MURC-MW zoning district implements Future Land Use Section 7.3, Mixed Use Recreation Commercial of the Comprehensive Plan. It states: The Mixed-Use Recreation Commercial-MW zoning district is a special planning area that recognizes the special character and operation of the area generally described as the Mary Walker community. The district is intended to protect a mix of uses that includes permanent single-family residences, seasonal single-family detached residences, and tourist-oriented uses including recreation vehicles, seasonal cabins, marinas, dry boat storage, dinner clubs and restaurants. These regulations are intended to create a mixed-use waterfront district with residential and limited commercial development that is compatible in use and scale with the single-family neighborhood; to encourage water-related and water-dependent uses and activities that are compatible with the residential component of the neighborhood and to provide access and enjoyment of the Pascagoula Bay. Allowing power to 3216 Willis Street will allow the owner to utilize the property and take full advantage of what the waters of Gautier have to offer.

Staff Finding: *Unsubstantiated*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: *The property in question is 3216 Willis Street, Gautier, MS 39553. I have recently been improving the property and had 260 ft. of new bulkhead and a 30'x30' double boathouse installed. My request is to allow power to the property so a boat lift can be installed, along with accent and security lighting to the property. I am retired and caring for an elderly parent. My legal address is 1808 Seacliffe Drive, Gautier, MS 39553, which is less than 2 miles from the said property. I believe that allowing power to the property would be in harmony with the UDO and the neighborhood. I have spoken with all neighbors and have not received any verbal objections from anyone.*

Staff Finding: *A boathouse and boat lift are in keeping with the purpose and intent of the MURC-MW as defined in the UDO. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *I purchased the property at 3216 Willis Street 3 years ago. The property hasn't had power since I have owned it.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

    A. The property changes ownership
    B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
    C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

Chairman Jamison asked the applicant to present his case.

James W. White, the applicant, began by apologizing for doing work without getting permission or a permit from the city. He thought he only needed authorization from the Mississippi Department of Marine Resources. He said he has basically installed 243' of new bulkhead and a double boathouse. The property consists of three lots that have had nothing done to them in about 15 years. He bought the property 3 years ago. He said the boat lift was just installed and he would like to get power so that he can continue developing it into a nice piece of property and increasing the value of the neighborhood.

Chairman Jamison noted that there was an RV parked on the property that was not allowed.

Mr. White said his brother's boat and three utility trailers were also on the property.

Commissioner Davis asked for clarification that this request was not to ask for permission to have these things on the property.

Mr. White said his request was so he could have power on the property to utilize the boat lift. He said he would remove the boat and trailers.

Commissioner McManus asked what will happen to the new accessory structure if the Planning Commission denies the request.

Mr. Ankerson said the case would go to court and the judge would decide if it had to be torn down. He explained that Staff found out about the accessory structure being built

without a permit, or approval for a Special Exception, when the applicant came to get power for the boat lift.

Commissioner Davis asked Mr. Ankerson if there were any problems with the structure other than there being no primary structure on the property.

Mr. Ankerson said he wouldn't know the answer to that until a permit was pulled and an inspection was made. Mr. White would have to correct any problems found during the inspection as well as any Code Enforcement problems, such as the trailers and RV on the property, before power would be released.

Commissioner Ward asked Mr. Ankerson what the delineation line was as far as Department of Marine Resources (DMR) and the City since this is over water.

Mr. Ankerson explained that DMR's jurisdiction is over water, and they are looking at things that affect plant life and fish life. It still has to be permitted by the City.

Commissioner McManus asked Mr. White if he planned to build on the property later.

Mr. White said he was currently taking care of his mother and did not plan to do anything until she passes, but he did plan to build after that time. He would like to build a workshop and a pole barn before he builds his house.

Commissioner Ward asked if approving this request for an accessory structure would include a workshop and a pole barn since they are accessory structures.

Mr. Ankerson said that if this was approved it would only be for the boathouse/boatlift. The applicant would have to ask for another Special Exception if he wanted to build the workshop or pole barn before he built a primary structure.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend approval of the Special Exception provided that all conditions of the UDO are met in the future, and a primary structure is built on the property within 10 years.

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

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

ABSENT: Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 6, 2024

GPC #24-14-SE

James W. White

3216 Willis Street

VII. NEW BUSINESS

2. Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3216 Willis Street, (GPC #24-14-SE)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 23, 2024

Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District, 3216 Willis Street. (GPC #24-14-SE)

REQUEST:

The Planning Department has received a request from James W. White for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3216 Willis Street, PID #87420022.000 (GPC #24-14-SE). The application fee of $250 was paid on March 18, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial.

1. Location: 3216 Willis Street, PID #87420022.000 (See Exhibit A)

2. General features of the proposed project:
   Lot Size: 0.43 acres

3. Potable Water and Wastewater Services: Available at current location

4. Current Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial – Mary Walker

5. Current Surrounding Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial

6. Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Fish Camps, Marina

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

DISCUSSION:

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

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

Applicant Response: The MURC-MW zoning district implements Future Land Use Section 7.3, Mixed Use Recreation Commercial of the Comprehensive Plan. It states: The Mixed-Use Recreation Commercial-MW zoning district is a special planning area that recognizes the special character and operation of the area generally described as the Mary Walker community. The district is intended to protect a mix of uses that includes permanent single-family residences, seasonal single-family detached residences, and tourist-oriented uses including recreation vehicles, seasonal cabins, marinas, dry boat storage, dinner clubs and restaurants. These regulations are intended to create a mixed-use waterfront district with residential and limited commercial development that is compatible in use and scale with the single-family neighborhood; to encourage water-related and water-dependent uses and activities that are compatible with the residential component of the neighborhood and to provide access and enjoyment of the Pascagoula Bay. Allowing power to 3216 Willis Street will allow the owner to utilize the property and take full advantage of what the waters of Gautier have to offer.

Staff Finding: *Unsubstantiated*

2. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

Applicant Response: *The property in question is 3216 Willis Street, Gautier, MS 39553. I have recently been improving the property and had 260 ft. of new bulkhead and a 30'x30' double boathouse installed. My request is to allow power to the property so a boat lift can be installed, along with accent and security lighting to the property. I am retired and caring for an elderly parent. My legal address is 1808 Seacliffe Drive, Gautier, MS 39553, which is less than 2 miles from the said property. I believe that allowing power to the property would be in*

harmony with the UDO and the neighborhood. I have spoken with all neighbors and have not received any verbal objections from anyone.

Staff Finding: *A boathouse and boat lift are in keeping with the purpose and intent of the MURC-MW as defined in the UDO. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *I purchased the property at 3216 Willis Street 3 years ago. The property hasn't had power since I have owned it.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

A. The property changes ownership

B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

1. Recommend that City Council approve the Special Exception;
2. Recommend that City Council approve the Special Exception with changes; or
3. Recommend that City Council deny the Special Exception.

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number
24-14-SE

TYPE OF REQUEST:	FEE:
Special Exception _____	$251.00

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

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

Name of Applicant: James W. White

Name of Business: _____

Address: 3216 Willis Street Gautier, MS 39553

Mailing Address (if different): 1808 Seacliffe Drive Gautier, MS 39553

Email Address: willwhite82@live.com

Phone: 228-497-3239 Cell Phone: PRIMARY - 405-837-7589

Reason for request, location and intended use of Property: Request to have an accessory building on a lot without a primary structure

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: James W White

FOR OFFICE USE ONLY

Date Received 3/18/24 **Verify as Complete** BL & SA

Fee Amount Received 251.00

Initials of Employee Receiving Application BL

MURC-MW

SPECIAL EXCEPTION

Criteria for Approval
Special Exception

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

B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?

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

Response to A. The MURC-MW zoning district implements Future Land Use Section 7.3, Mixed Use Recreation Commercial of the Comprehensive Plan. states: The Mixed-Use Recreation Commercial-MW zoning district is a special planning area that recognizes the special character and operation of the area generally described as the Mary Walker community. The district is intended to protect a mix of uses that includes permanent single-family residences, seasonal single-family detached residences, and tourist-oriented uses including recreation vehicles, seasonal cabins, marinas, dry boat storage, dinner clubs and restaurants. These regulations are intended to create a mixed-use waterfront district with residential and limited commercial development that is compatible in use and scale with the single-family neighborhood; to encourage water-related and water-dependent uses and activities that are compatible with the residential component of the neighborhood and to provide access and enjoyment of the Pascagoula Bay. Allowing power to 3216 Willis Street will allow the owner to utilize the property and take full advantage of what the waters of Gautier have to offer.

Response to B. The property in question is 3216 Willis Street Gautier, MS 39553. I have recently been improving the property and had 260 ft of new bulkhead and a 30'x30' double boathouse installed. My request is to allow power to the property so a boat lift can be installed, along with accent and security lighting to the property. I am retired and caring for an elderly parent, my legal address is 1808 Seacliffe Drive Gautier, MS 39553, which is less than 2 miles from the said property. I believe that allowing power to the property would be in harmony with the UDO and the neighborhood. I have spoken with all neighbors and have not received any verbal objections from anyone.

Response to C: I purchased the property at 3216 Willis Street 3 years ago, the property hasn't had power since I have owned it.

CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

3216 WILLIS STREET, GAUTIER MS. CURRENTLY RECEIVED AUTHORIZATION FROM MDMR (CERT # DMR23-000796) TO REPLACE 270' OF NEW BULKHEAD, WIDEN EXISTING 15'X 36' BOAT SLIP TO 30'X 36' AND ADD A 30'X 30' SUP ROOF. I AM REQUESTING TO ADD POWER TO THE LOT ~~AND PLACE AN RV TEMPORARILY~~. THE EXISTING DRIVEWAY HAS AMPLE ~~PROPER~~ PARKING FOR THE PROPERTY. I WILL NOT RESIDE AT THE PROPERTY, I AM CURRENTLY RETIRED AND AM CARING FOR AN ELDERLY FAMILY MEMBER. I CURRENTLY RESIDE @ 1808 SEACLIFFE DRIVE GAUTIER, MS AND THIS IS MY LEGAL ADDRESS.

STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

Mississippi Regional General Permit Program

Certification Number: DMR23-000796

Date: February 23, 2024

Issued to: James White
3216 Willis Street
Gautier, MS 39553

Project Description: Debris Removal, Excavation, Bulkhead, Pier, and Boathouse

Project Location: Unnamed canal adjacent to Mary Walker Bayou
3216 Willis Street
Gautier, MS 39553

DMR Project Manager: Thomas Butera
228-523-4065
thomas.butera@dmr.ms.gov

NOTICE: Read this document carefully. Failure to follow the listed conditions can result in substantial fines and penalties.

This document serves as certification that the subject activity has been reviewed by the Mississippi Department of Marine Resources (MDMR) and is found to be in compliance with the Mississippi Coastal Wetlands Protection Act, MS Code § 49-27-1 et seq., as amended, and United States Army Corps of Engineers (USACE), Mobile District, Mississippi General Permits* MSGP-01, MSGP-02, MSGP-10 dated May 17, 2023. It is issued under the provisions of federal and state laws for the protection of coastal wetlands within the State of Mississippi. **This certification does not relieve you of other federal, state, or local authorizations that may be required.**

The following activities and impacts are authorized by this certification as indicated on the attached approved diagram:

1. Widening of an existing keyhole slip 30 feet in length and 15 feet in width to 30 feet in width as indicated by attached approved diagram
2. Reconstruction of a bulkhead 270 feet in length in the same footprint or landward of the existing bulkhead
3. Construction of a pier 50 feet in length and 5 feet in width over unvegetated waterbottoms

4. Construction of an open-sided boathouse 30 feet in length, 30 feet in width, and no more than 25 feet above mean high tide in height over unvegetated waterbottoms

5. Construction of one or more enclosed storage area(s) within the footprint(s) of the pier(s) and boathouse(s) authorized above or any previously permitted or existing pier(s) and boathouse(s) not to exceed a combined total of 100 square feet in area

6. Removal of debris from an area approximately 270 feet in length and 6 feet in width. Debris includes, but is not limited to, non-imbedded stumps, tree limbs, appliances, lumber, metal objects, etc.

The applicant must abide by specific conditions as listed below in addition to general conditions as found in the USACE, Mobile District, Mississippi General Permits* dated May 17, 2023.

Any deviations beyond the above-authorized dimensions, the project footprint as shown on the attached approved diagram, or the specific conditions as set forth below will be considered a violation and may result in the revocation of the permit. Violations of these conditions may be subject to fines, project modifications, and/or site restoration. Both the permittee and the contractor may be held liable for such violations or for conducting unauthorized work. A modification to the project dimensions or footprint or to these conditions may be requested by submitting a written request along with a revised project diagram to the MDMR. Proposed modifications to project dimensions, footprint, or conditions must be approved in writing prior to commencement of work.

The specific conditions of this certification are as follows:

1. Bulkheads must:
   a. Have appropriate filter fabric installed on their landward faces
   b. Be constructed from steel, concrete, plastic, vinyl, or timber treated to meet appropriate marine conditions
   c. Use only clean material free of waste, metal and organic trash, unsightly debris, petroleum products (asphalt), etc., as backfill
   d. Be constructed in a manner designed to avoid creating areas of still or stagnant water
   e. Not result in fill of or adverse impacts to wetlands, submerged aquatic vegetation, or shellfish beds
   f. Not be constructed further waterward than indicated on the attached approved diagram as shown by measurements to fixed objects

2. All authorized structures (including mooring pilings) must:
   a. Be marked with reflectors and/or lights to avoid navigational hazards
   b. Be constructed from steel, concrete, plastic, vinyl, or timber treated to meet appropriate marine conditions
   c. Be open-sided except for the above-described enclosed storage area(s) no more than 100 square feet in area
   d. Not be more than 25 feet above mean high tide in height
   e. Not extend further than 25% of the distance across the waterbody, as measured from the mean high water or ordinary high water line, or from the waterward limits of emergent vegetation
   f. Not be a hazard to navigation
   g. Not provide more than 5 boat berthing areas (including those for personal watercraft)
   h. Not provide for the permanent mooring of houseboats
   i. Not include fueling facilities, toilets, habitable structures, or activities that produce "gray water" unless specifically authorized
   j. Not be constructed from materials containing creosote

3. Debris removed must:
   a. Be properly disposed of in a Mississippi Department of Environmental Quality (MDEQ) approved/permitted facility; Alternative sites for the disposal of natural woody debris may be authorized on a case-by-case basis
   b. Not consist of debris that is itself historic (e.g., shipwrecks)
   c. Not be burned without prior approval from the MDEQ's Air Division
   d. Not consist of gravel, sand, silt, hazardous materials, or trees or stumps (living or dead) snagged from a stream bank (imbedded trees may be cut off, but their stumps must not be removed from the bank)
   e. Not result in reshaping of the channel or its side slopes or redistribution of material in the channel
   f. Not result in removal of natural woody debris from the bank or shoreline unless the debris is located within a man-made canal or extends into a navigational channel and is specifically authorized above

4. All authorized activities must:
   a. Use Best Management Practices (BMPs) at all times during construction, including, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the installation of

turbidity screens around the immediate project site
b. Be conducted in a manner that minimizes the discharge of turbid waters into Waters of the State (Turbidity outside the limits of a 750-foot mixing zone must not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units)
c. Have appropriate wastewater permits and/or approvals for the proposed activity in place prior to the commencement of construction activities
d. Have appropriate stormwater permits, approvals, and/or measures in place prior to the commencement of construction activities (For projects greater than five acres of total ground disturbances including clearing, grading, excavating, or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit; For projects greater than one to less than five acres of total ground disturbance including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit)
e. Not result in construction debris, sewage, oil, refuse, other pollutants, or unauthorized fill material entering Coastal Wetlands or Waters of the State
f. Not impact wetlands, submerged aquatic vegetation, or shellfish beds unless specifically authorized

5. All dredging and excavation (maintenance dredging, creation of a new channel, or creation of an indented boat slip or boat ramp) must:
   a. Maintain a minimum distance of 10 feet between the dredge area and any wetlands or submerged aquatic vegetation
   b. Result in areas that gradually increase in depth toward open water
   c. Result in areas that have a minimum 3:1 (horizontal: vertical) side slope unless protected by separately authorized low-profile, flow-through, or solid bulkhead structures
   d. Minimize turbidity at the dredge site by methods such as using staked filter cloth, staged construction, and/or the use of turbidity screens around the immediate project site
   e. Not result in sinks or sumps
   f. Not exceed the controlling navigational depth of the receiving waters
   g. Not impact wetlands, submerged aquatic vegetation, or shellfish beds (for maintenance dredging or new channel dredging in man-made waterbodies, exceptions may be made for noxious, invasive, or exotic vegetation, as determined or verified by staff)

6. All dredged or excavated material must:
   a. Be placed in on-site uplands or another approved placement or disposal site (For on-site placement, the placement area shall have side slopes of at least 3:1 (horizontal:vertical) or equivalent measures, shall be immediately seeded and/or stabilized, and appropriate Best Management Practices (BMPs) shall be utilized to prevent the movement of sediment off-site and into adjacent Waters of the State, wetlands, or drainage areas. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site. Any effluent from the placement area shall be routed through a return swale system and filtered through a series of hay bales and silt fences so as to reduce the turbidity of the effluent.)
   b. Not be placed on sand beaches or be used to raise the elevation of any wetlands unless specifically authorized

7. Completion of the above-authorized activities and impacts must be reported to the MDMR through one of the methods listed below within 30 days of completion so that compliance checks may be conducted by MDMR staff:
   a. By visiting your account at https://www.citizenserve.com/Portal/?installationid=309
   b. By calling or emailing the MDMR Project Manager listed on the first page of this authorization

Work authorized by this certification must be completed on or before: May 16, 2028.

Issuance of this certification by MDMR does not release the applicant from other legal requirements including but not limited to other applicable federal, state, or local laws, ordinances, zoning codes, or other regulations, including a possible Tidelands Lease from the MS Secretary of State's Office, required City or County construction setbacks, or building permits from the City or County where the project is located. A list of contacts has been provided for your assistance in determining whether any further certifications are required.

This certification conveys no title to land and water, does not constitute authority for reclamation of coastal wetlands and does not authorize invasion of private property or rights in property.

It is the responsibility of the applicant or property owner and their contractors and authorized agents to construct all authorized structures in a manner that does not impede access to riparian/littoral zones of adjacent property owners or other property owners in the vicinity (see MS Code Annotated § 49-15-9, enclosed). Failure to adhere to this could result in legal action by the affected parties. The MDMR does not make property or riparian/littoral boundary determinations.

Please notify this Department upon completion of the permitted project so that compliance checks may be conducted by MDMR staff.

THIS CERTIFICATION IS EFFECTIVE IMMEDIATELY.

2024.02.23
15:17:00 -06'00'

Willa J. Brantley
Director, Bureau of Wetlands Permitting
MS Department of Marine Resources

WJB / tb

Attachments: Approved Diagrams
General Permits
MS Code Annotated - 49-15-9

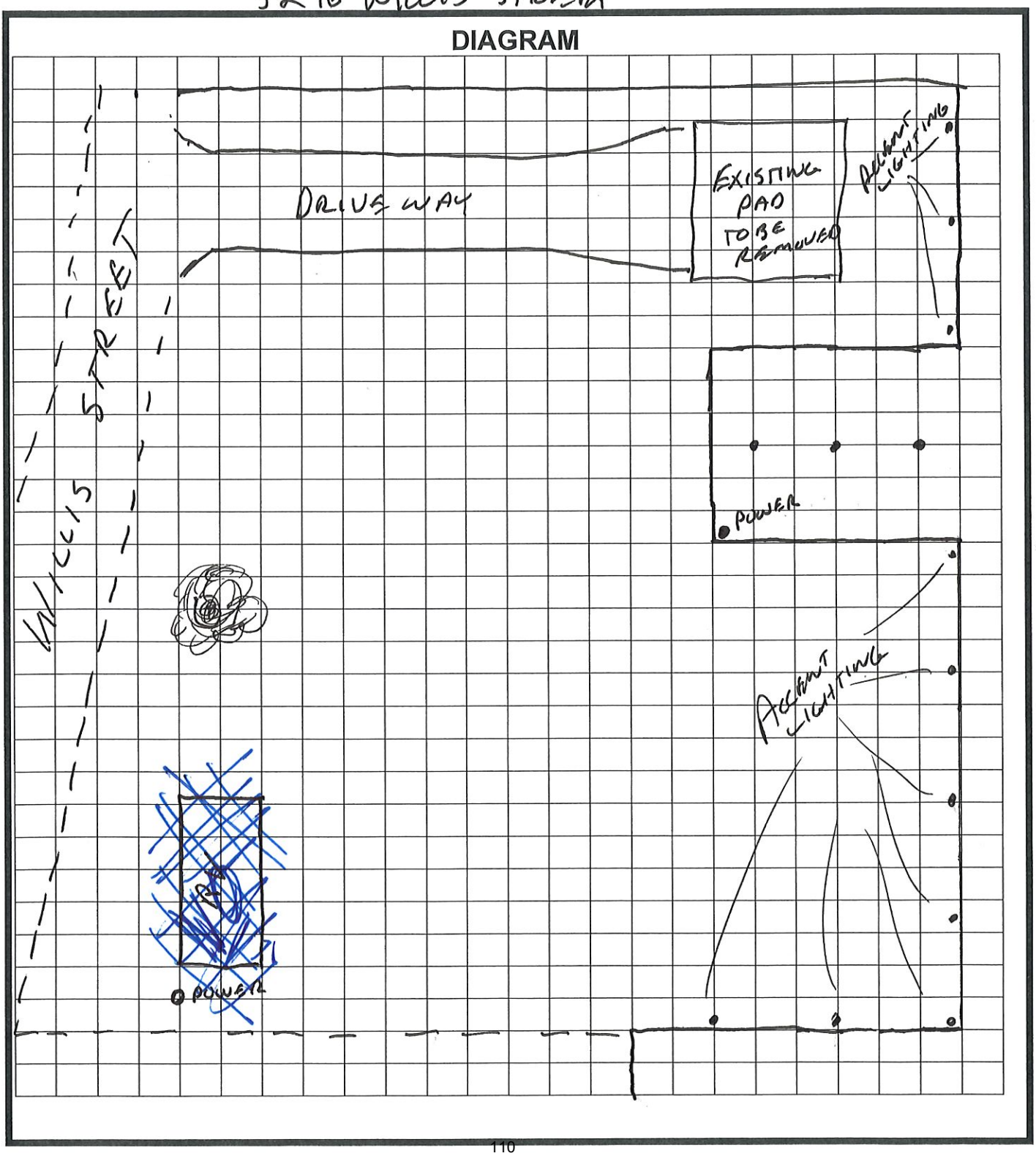
CC: MS Team Leader USACE
Ms. Florance Bass, OPC
Mr. Raymond Carter, SOS
Mr. Dyke Parnell, Parnell Construction, Authorized Agent

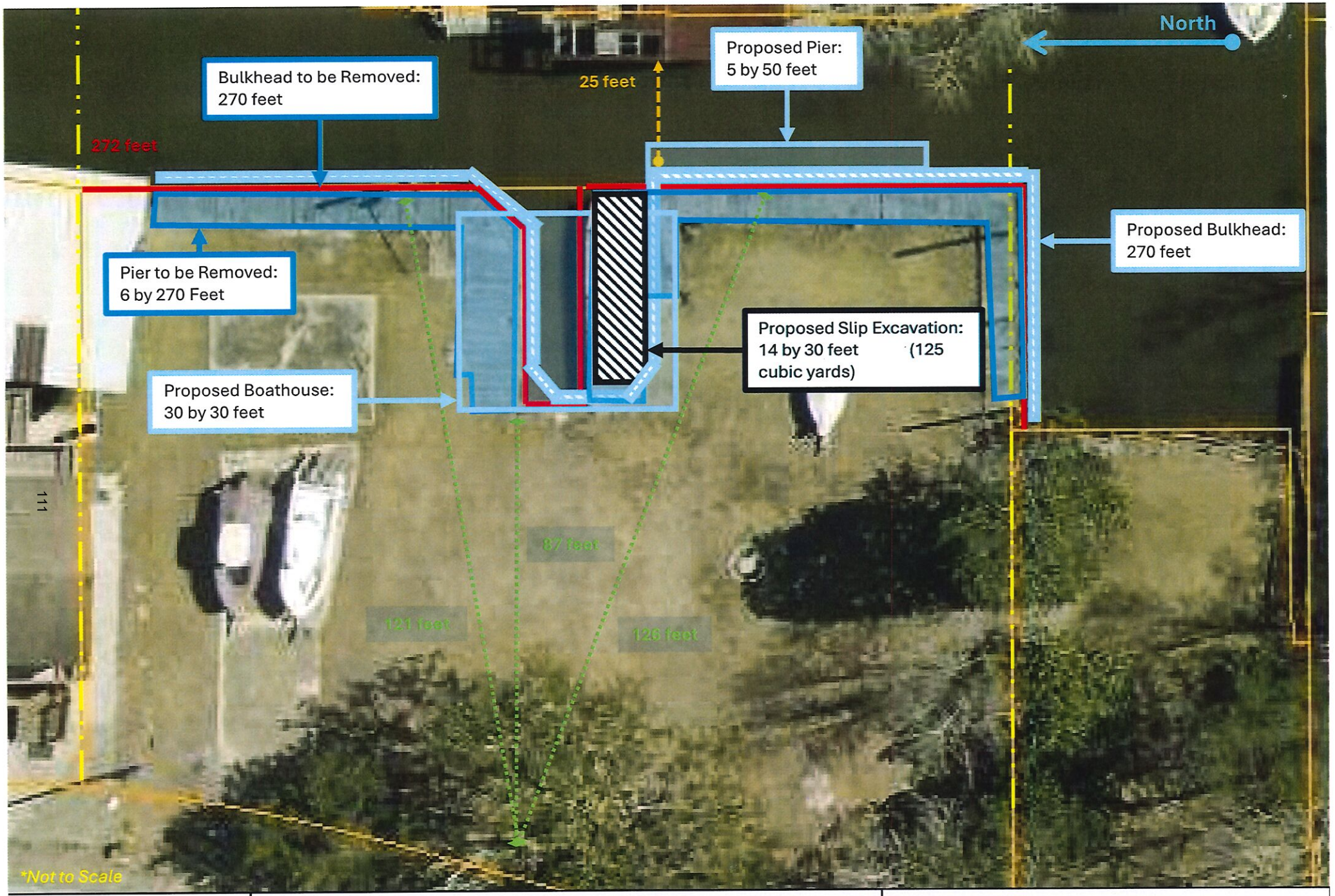
* General Permits for Minor Structures and Activities in the State of Mississippi and Outer Continental Shelf Waters off the Coast of Mississippi Within the Regulatory Boundaries of the Mobile District and Within the Regulatory Boundaries of the Vicksburg District in Hancock County, U.S. Army Corps of Engineers (This document can be accessed on the MDMR website at https://dmr.ms.gov/wp-content/uploads/2023/05/2023-MS-General-Permit-Guidelines.pdf)

CONDITIONAL USE DIAGRAM – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.

3216 WILLIS STREET

DIAGRAM





3216 Willis Street
DMR23-000796
Parcel #: 769.32-04-0091.00M
Not Public Trust Tidelands

Legend

- Approximate Property Lines
- Approximate Shoreline Length
- Width of Water
- Fixed Point

1) Width of water was measured from southern edge of boat slip, along the bulkhead, to opposite shore's mean high water line. 2) Fixed points measured from large live oak by the parking lot.

Before

Before

Before
114

After

119

87420022.000 WHITE JAMES WILLIAM

PIDN: 87420022.000

GISP: 769.32-04-0091.00M

Owner Information

Percent of Ownership: 100

Name: WHITE JAMES WILLIAM

Name 2:

Mailing Address: 234 HOLT ST
MERIDIANVILLE AL
35759

Site Address: 3216 WILLIS DR GAUTIER

Land Information

Section: 32 Acreage: 0.43

Township: 7

Range: 6

Street Name WILLIS
DR

Value and Tax Information

Total Assessed Value: 12880 Total Appraised Value: 85860

Improvement Value: 12230 Land Value: 73630

Tax Amount: 1852 SQ FT: 0 Year Built: 0

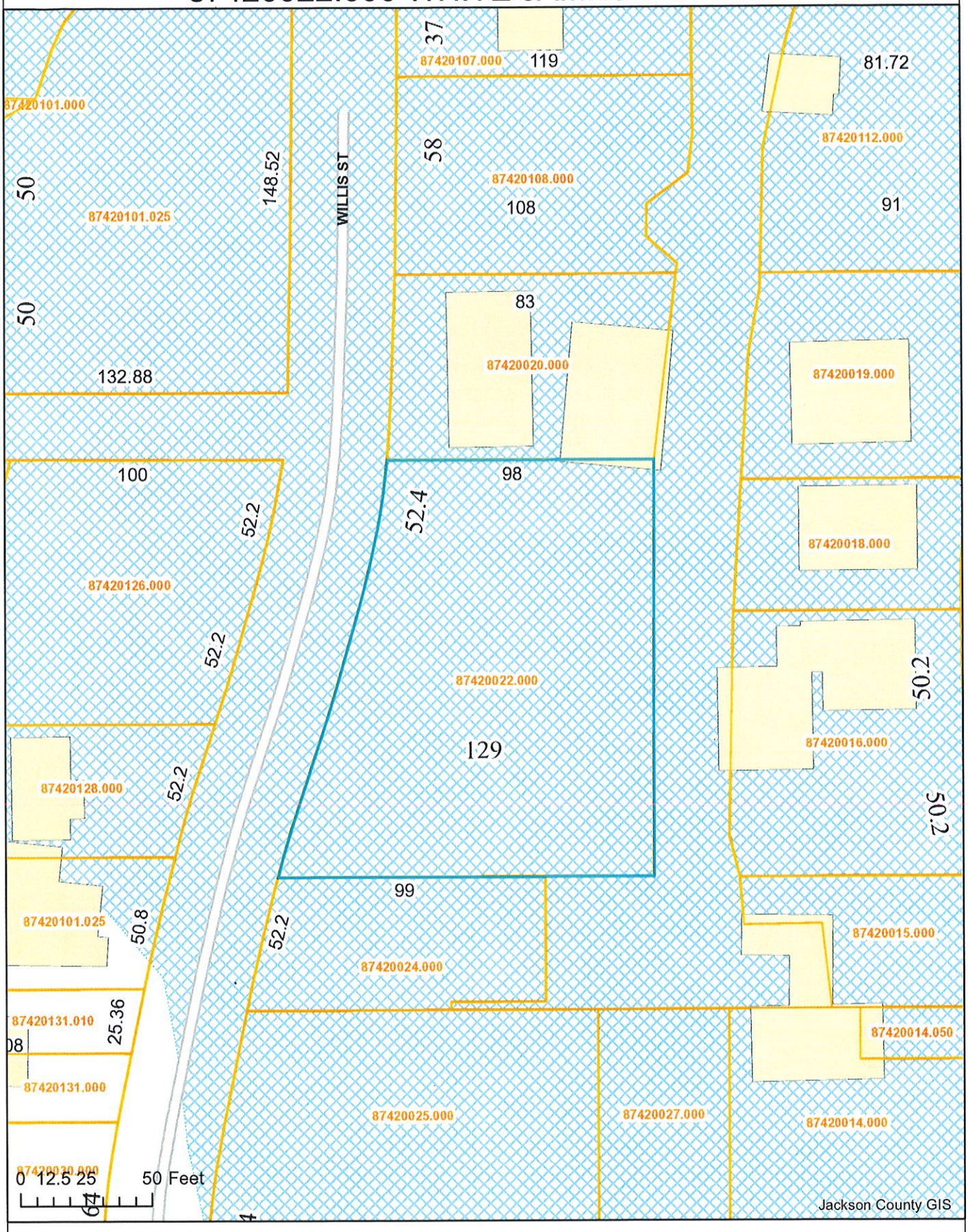
Legal Description

Description: LOTS 21;22;23 WILLIS HGTS S/D PB
2-53 DB 2029-895 (91M MAP769.32
-04)

Deed Book / Page: 2029 / 895

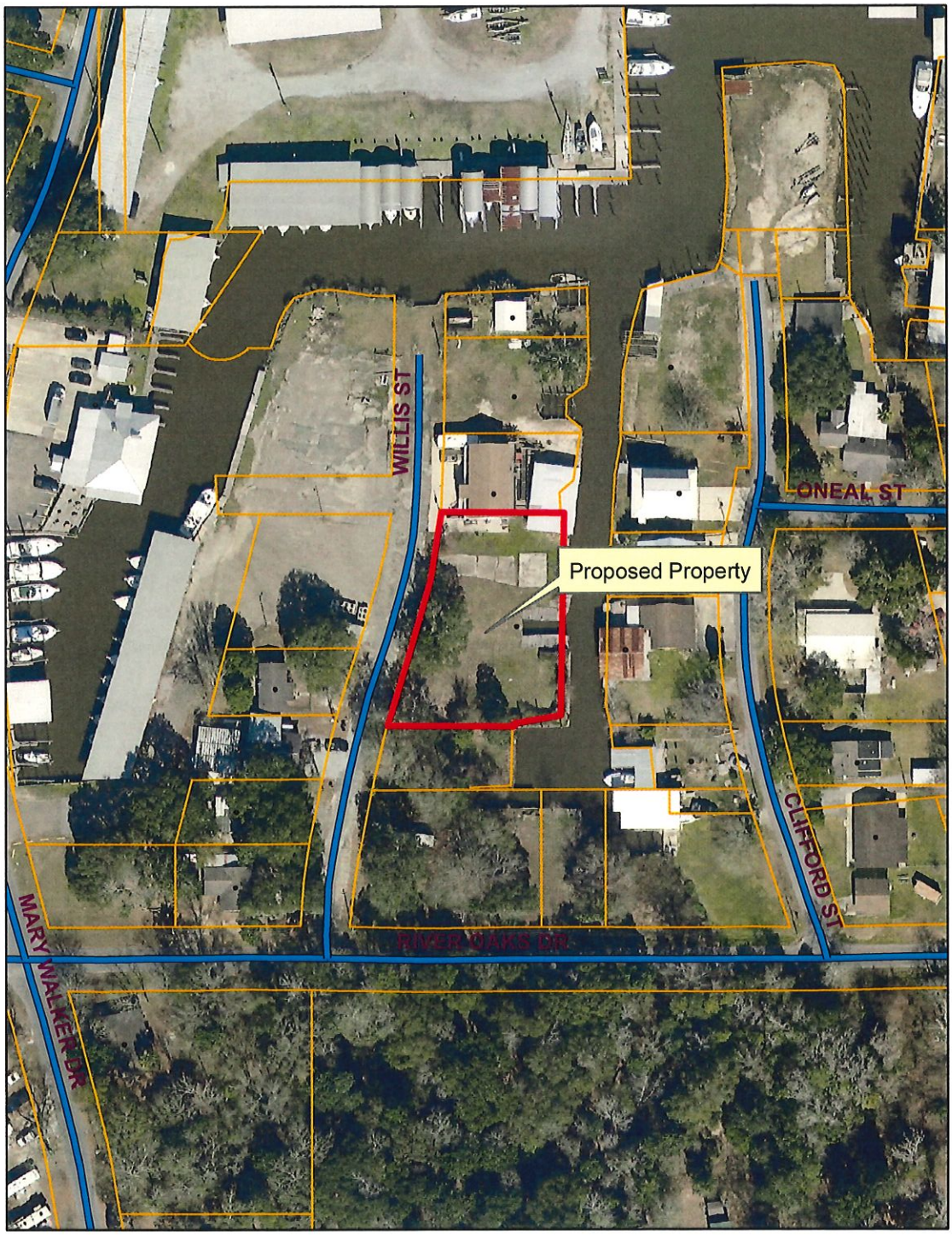
https://webmap.co.jackson.ms.us/

87420022.000 WHITE JAMES WILLIAM



https://webmap.co.jackson.ms.us/ 4/16/2024

Exhibit A
Location Map



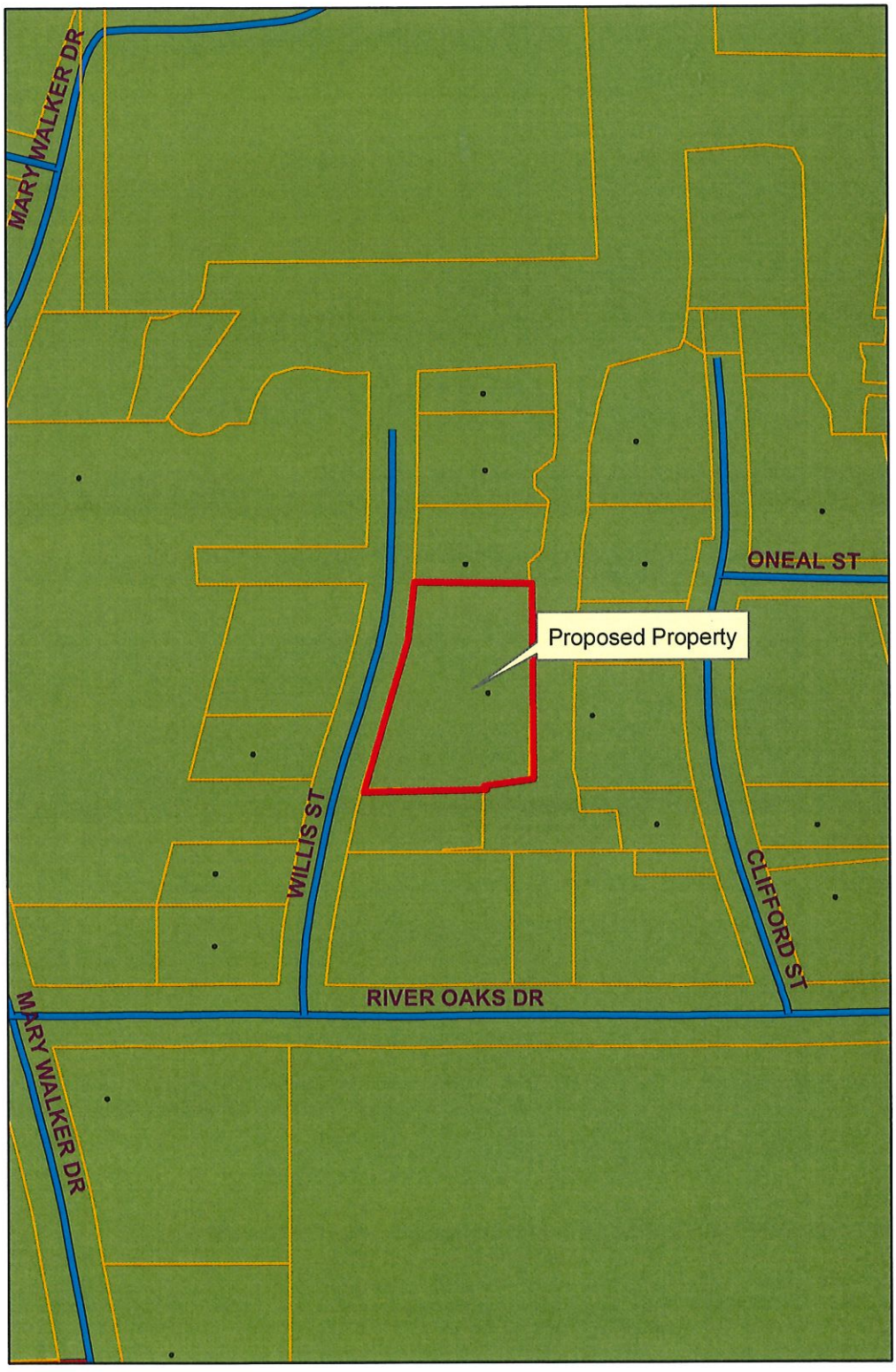
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



Legend

Zoning

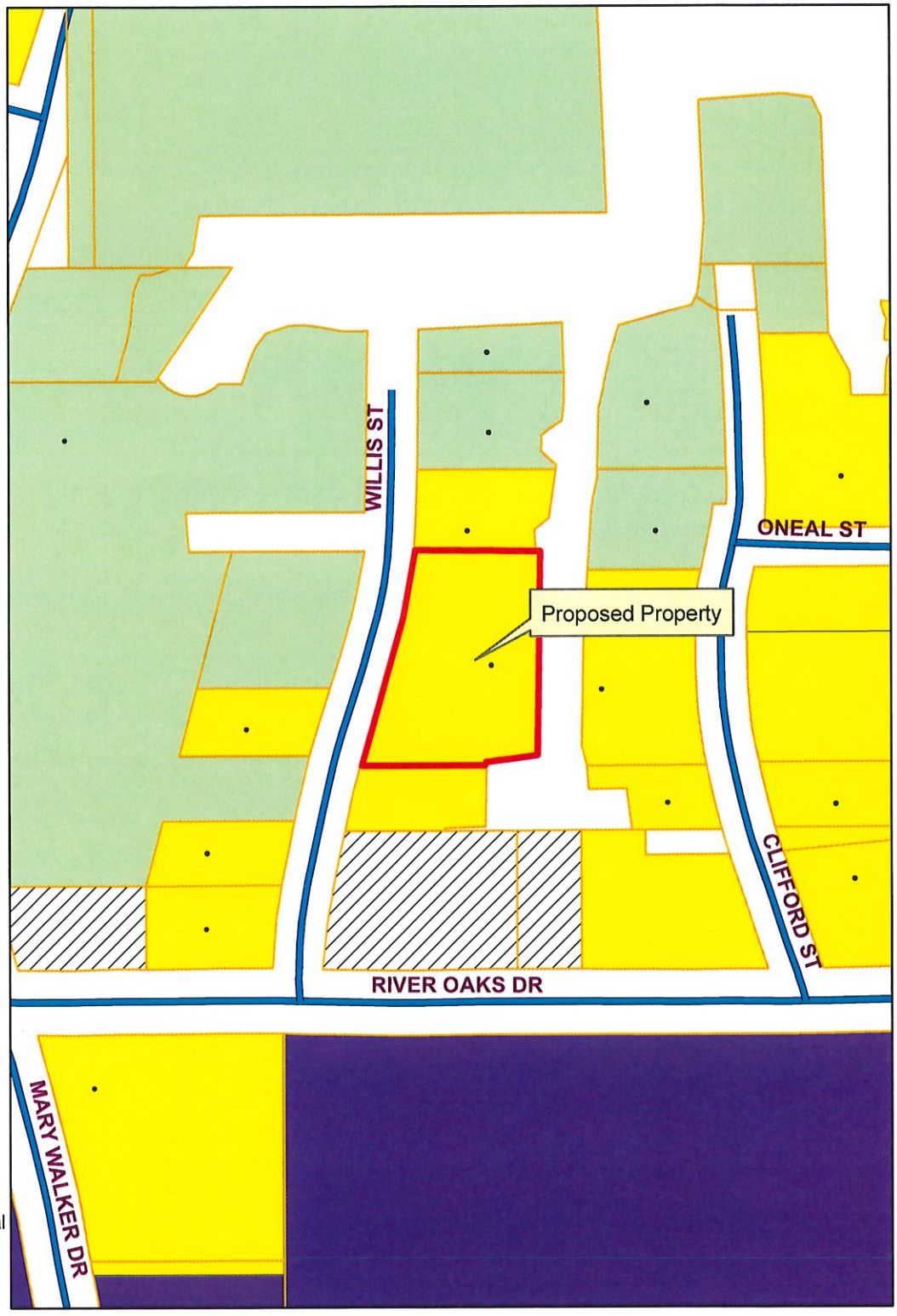
ZONECODE

- 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

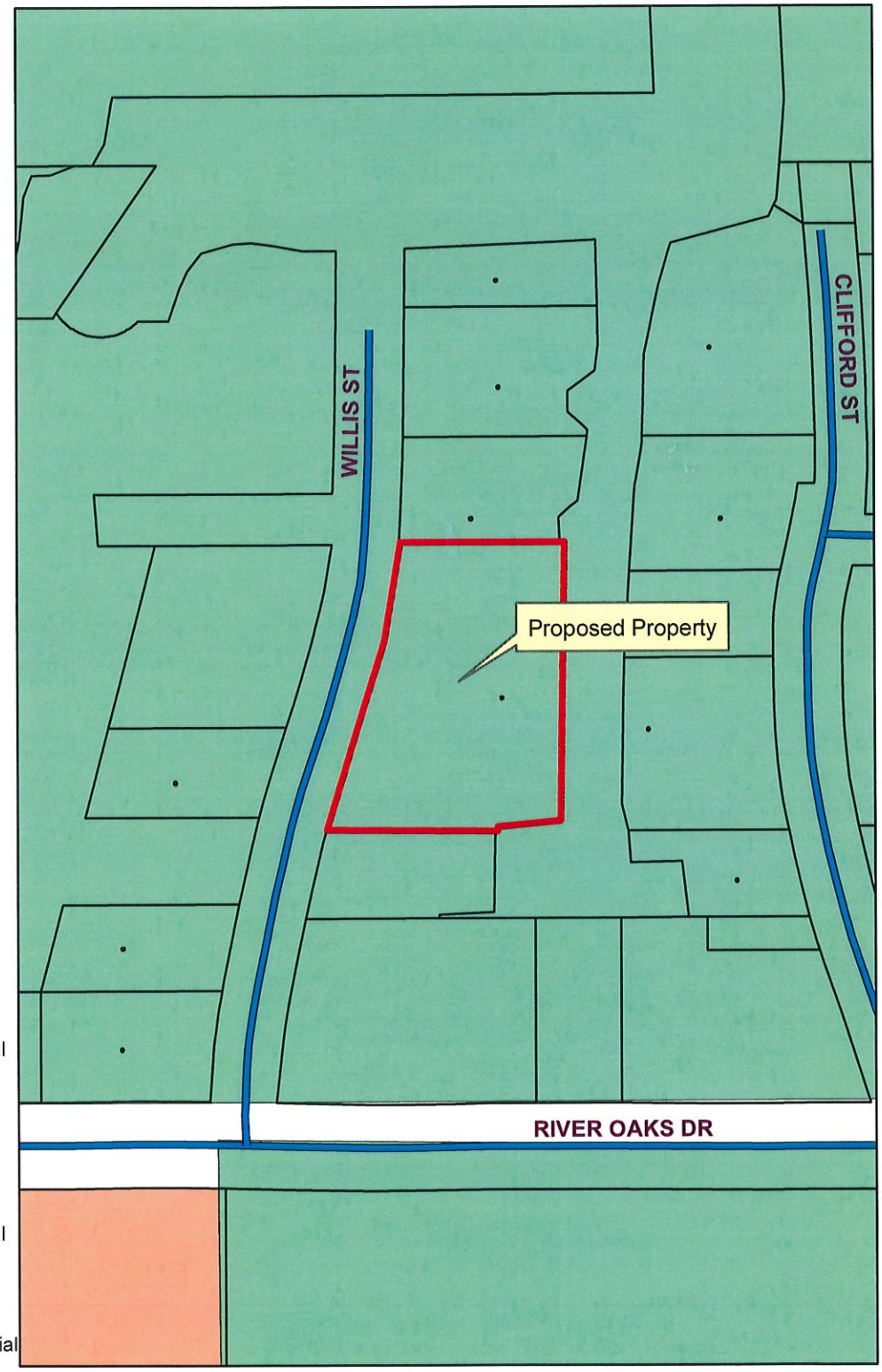
ELU_08

- 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:	**June 18, 2024**
Title:	**Consideration for a Property Owner initiated Rezoning of Property from R-2 High Density Multi-Family Residential to C-3 Highway Commercial Zoning District (GPC #24-16-RZ)**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for a Property Owner initiated Rezoning of Property from R-2 High Density Multi-Family Residential to C-3 Highway Commercial, located 304 De La Pointe (GPC #24-16-RZ) (PID #87010076.000)

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 304 DE LA POINTE FROM A R-2 HIGH DENSITY MULTI-FAMILY RESIDENTIAL TO C-3 HIGHWAY COMMERCIAL ZONING DISTRICT; GENERALLY DESCRIBED AS PID #87010076.000; 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) appropriate and all relevant criteria (have or have not) been met. A public hearing was held before the Gautier Planning Commission on June 6, 2024, and the Commission recommended that Council approve a zoning map amendment to rezone the subject property to C-3 Highway Commercial.

SECTION 2. PROPERTY REZONED.
The property generally described as Jackson County, Mississippi Parcel ID #87010076.000, which located at 304 De La Pointe, Gautier, MS, is hereby rezoned to C-3 Highway Commercial Zoning District.

SECTION 3. FINDINGS OF FACT.
The City Council finds, based on the record and evidence presented, that there was a mistake in the original zoning. As such, the City Council finds that the property should be rezoned to a C-3 Highway Commercial Zoning District, 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 R-2 High Density Multi-Family Residential to C-3 Highway Commercial Zoning District for the property identified as Jackson County Parcel No. 87010076.000.

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.

Gautier Planning Commission

Regular Meeting Agenda

June 6, 2024

GPC #24-16-RZ

James Lee dba Roughwater Marine

304 De La Pointe

PID #87010076.000

VII. NEW BUSINESS

4. Consider a request for a Property Owner Initiated Rezoning of Property located at 304 De La Pointe, PID #87010076.000, from R-2 High Density Multi-Family Residential to C-3 Highway Commercial (GPC Case No. 24-16-RZ)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 28, 2024

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at 304 De La Pointe, PID #87010076.000, from R-2 High Density Multi-Family Residential to C-3 Highway Commercial. (GPC Case No. 24-16-RZ)

REQUEST:

The Planning Department has received a request from James Lee dba Roughwater Marine for a rezoning of property known as 304 De La Pointe, PID #87010076.000, from R-2 High Density Multi-Family Residential to C3 Highway Commercial. The parcel is approximately 1.03 acres. The application fee of $300 was paid on April 10, 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: 304 De La Pointe, PID #87010076.000. (See Exhibit A)

2. Existing Zoning: R-2 High Density Multi-Family Residential. (See Exhibit B)

> *UDO 5.3.5 R-2, High Density Multi-Family Residential District - Purpose and intent. The purpose of the R-2 District is to provide for resort-style communities offering a full range of living accommodations for Gautier residents. In addition to uses permitted within the R-1A District, this District allows for multi-*

family developments, residential condominiums, retirement communities and assisted living facilities. Complementary recreational facilities are also permitted and permanent open space and/or recreational facilities are required for new developments within this district.

UDO 5.3.9 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.

DATA AND ANALYSIS:

Property requested for Rezoning: 304 De La Pointe, PID #87010076.000.

Location: Ward 3

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

Existing Land Use: Vacant. (See Exhibit C)

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

Surrounding Zoning: C-3 Highway Commercial to the North and West, R-2 High Density Multi-Family Residential to the South and East.

HISTORY:

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

REVIEW CRITERIA:

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

A. There was a mistake in the original zoning; **or**

B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone the subject area from R-2 High Density Multi-Family Residential to C3 Highway Commercial; 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

Revised 2/8/23

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

24-16-RZ

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: James Lee

Name of Business: Roughwater Marine Phone: 228-623-3875

Property Address: 304 De La Pointe Mailing Address (if Different): 321 Hwy 90 Gautier

E-Mail Address: Roughwater321@gmail.com

Reason for request, location and intended use of Property: To Have the Property to Join Roughwater. From R-1 to C-3 For Expansion of Business

ATTACHMENTS REQUIRED AS APPLICABLE:

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

✓ 2. A detailed project narrative.

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

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

✓ 5. Any other information requested by the Planning Director.

Signature of Applicant: James Lee Date of Application: 4-10-24

FOR OFFICE USE ONLY

Date Received 4/10/24 Verify as Complete BL/SA

Fee Amount Received 301.00 Initials of Employee Receiving Application BS

Barbara Logan

From: James Lee <roughwater321@gmail.com>
Sent: Tuesday, May 14, 2024 2:07 PM
To: Barbara Logan
Subject: Re: Rezoning Application

We would like to use the area for storage of New Trailers and Boats waiting to come into our shop for repair.

James Lee

Phone: 228-497-2214

Email: roughwater321@gmail.com

Roughwater Marine & Auto LLC

On Mon, May 13, 2024 at 10:03 AM Barbara Logan <blogan@gautier-ms.gov> wrote:

> I need a narrative explaining how you intend to use the parcel you want to rezone. I know you want it for expansion of your business but I need a little more detail.
>
> You can bring the narrative to the office or you can email it.
>
> Thank you and have a great day!
>
> Babs Logan

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

Grantor:
Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576
(251) 802-8865

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

Grantees:
James W. Lee, II
Art Hadler, Jr.
321 Highway 90
Gautier, MS 39553
(228) 623-3875

File No. G239527N

INDEXING INSTRUCTIONS: **2 parcels of land in Sec. 5, T8, R6 & Lot 7, Blk. H, River Oaks S/D, Jackson County, MS**

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Gordon L. Spafford,** do hereby sell, convey and warrant unto **James W. Lee, II and Art Hadler, Jr.,** as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to Gordon L. Spafford and Amy W. Spafford, by Deed recorded in Deed Book 1054, Page 673 and Deed Book 1033, Page 55, Deed Book 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.

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

The death certificate of Amy W. Spafford is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 19th day of October, 2023.

Gordon L. Spafford

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 19th day of October, 2023.

(AFFIX SEAL)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 125734 NICKOL CARRON Commission Expires Oct. 16, 2026 JACKSON COUNTY

NOTARY PUBLIC

My commission expires:

DEED ACCEPTED BY:

James W. Lee, II

Art Hadler, Jr.

304 De La Pointe Dr, Gautier, MS 39553-6306, Jackson County

APN: 8-70-10-076.000 CLIP: 5354298460

Beds	Full Baths	Half Baths	Sale Price	Sale Date
N/A	1	N/A	N/A	N/A

Bldg Sq Ft	Lot Sq Ft	Yr Built	Type
1,196	44,867	1940	SFR

OWNER INFORMATION

Owner Name	Spafford Gordon L	Tax Billing Zip	39553
Owner Name 2	Spafford Amy W	Tax Billing Zip+4	6340
Tax Billing Address	321 Highway 90	Owner Occupied	No
Tax Billing City & State	Gautier, MS		

LOCATION INFORMATION

Census Tract	410.01	Township Range Sect	8S-6W-5
Carrier Route	H063	Within 250 Feet of Multiple Flood Zone	Yes (Ae, X500)
Subdivision	River Oaks Sub		

TAX INFORMATION

Tax Parcel Number	8-70-10-076.000	% Improved	86%
Lot	7	Tax Area	3840
Block	H		
Legal Description	LOT 7 BLK H RIVER OAKS S/D DB 1054-673 (25 MAP863.05-01)		

ASSESSMENT & TAX

Assessment Year	2022	2021	2020
Assessed Value - Total	$10,027	$10,116	$9,456
Assessed Value - Land	$1,371	$1,371	$1,371
Assessed Value - Improved	$8,656	$8,745	$8,085
Market Value - Total	$66,846	$67,438	$63,040
Market Value - Land	$9,140	$9,140	$9,140
Market Value - Improved	$57,706	$58,298	$53,900
YOY Assessed Change ($)	-$89	$660	
YOY Assessed Change (%)	-0.88%	6.98%	

Tax Year	Total Tax	Change ($)	Change (%)
2020	$1,376		
2021	$1,455	$79	5.72%
2022	$1,442	-$13	-0.88%

CHARACTERISTICS

Land Use - CoreLogic	SFR	Building Sq Ft	1,196
Land Use - State	One Family Unit	# of Buildings	1
Lot Area	44,867	Cooling Type	Yes
Lot Acres	1.03	Heat Type	Electric Baseboard
Total Baths	1	Roof Material	Asphalt Shingle
Full Baths	1	Roof Type	Gable
Year Built	1940	Roof Shape	Gable
Stories	1	Floor Cover	Carpet

SELL SCORE

Rating	Moderate	Value As Of	2023-08-13 04:39:14
Sell Score	587		

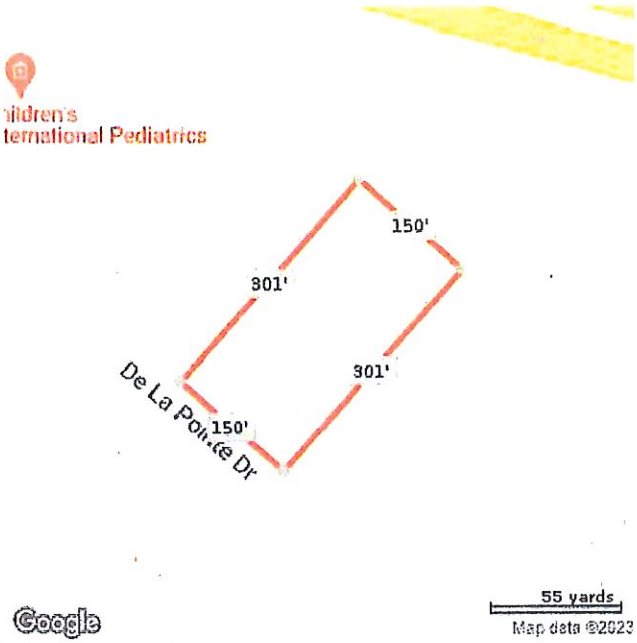
LAST MARKET SALE & SALES HISTORY

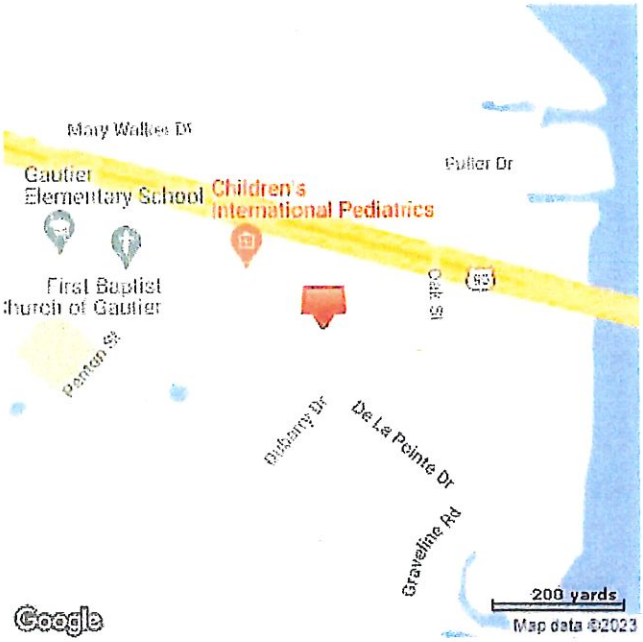
Owner Name	Spafford Gordon L	Document Number	1054-673
Owner Name 2	Spafford Amy W	Deed Type	Deed (Reg)
Seller	Owner Record		

Buyer Name	Spafford Gordon L & Amy W
Seller Name	Owner Record

Document Number	1054-673
Document Type	Deed (Reg)

PROPERTY MAP





*Lot Dimensions are Estimated

87010076.000 SPAFFORD GORDON L & AMY W

PIDN: 87010076.000

GISP: 863.05-01-0025.00

Owner Information

Percent of Ownership: 100

Name: SPAFFORD GORDON L & AMY W

Name 2:

Mailing Address: 321 HWY 90
GAUTIER MS
39553

Site Address: 304 DE LA POINTE DR GAUTIER

Land Information

Section: 5

Township: 8

Range: 6

Street Name: DE LA POINTE DR

Acreage: 1.03

Value and Tax Information

Total Assessed Value: 10027

Total Appraised Value: 66846

Improvement Value: 57706

Land Value: 9140

Tax Amount: 1441

SQ FT: 1196

Year Built: 1940

Legal Description

Description: LOT 7 BLK H RIVER OAKS S/D DB 10
54-673 (25 Map863.05-01)

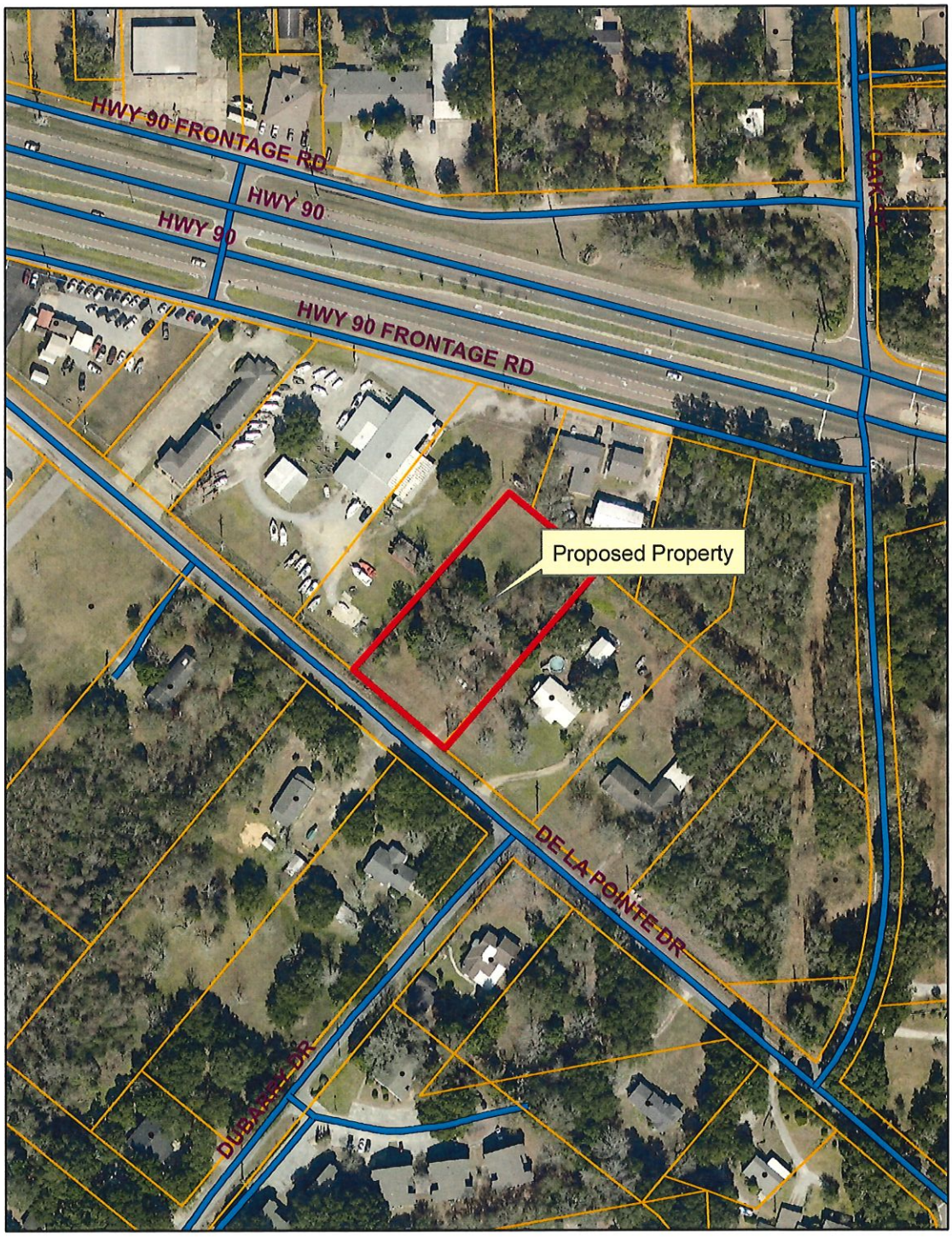
Deed Book / Page: 1054 / 673

https://webmap.co.jackson.ms.us/

87010076.000 SPAFFORD GORDON L & AMY W

https://webmap.co.jackson.ms.us/ 4/11/2024

Exhibit A
Location Map



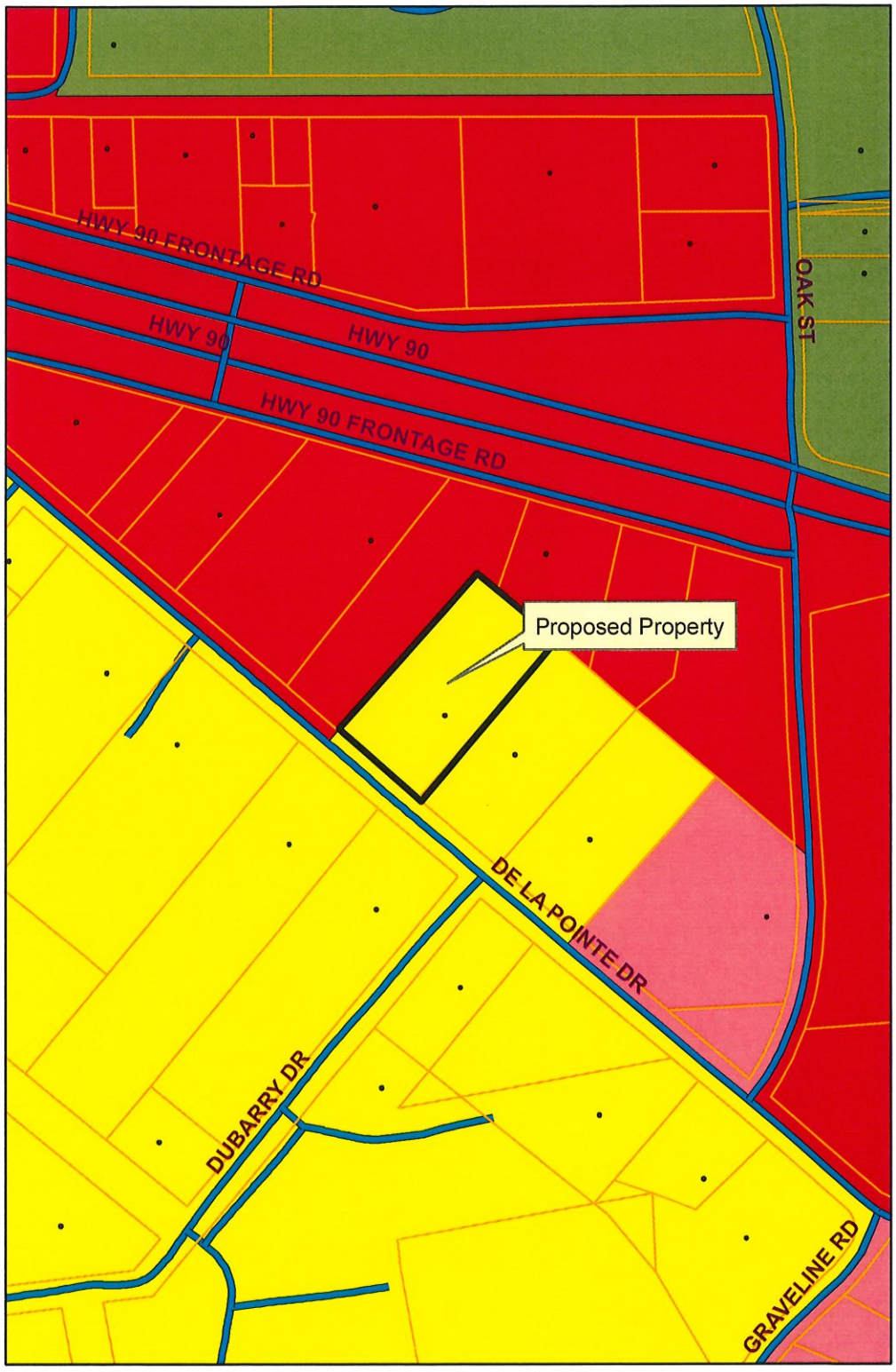
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



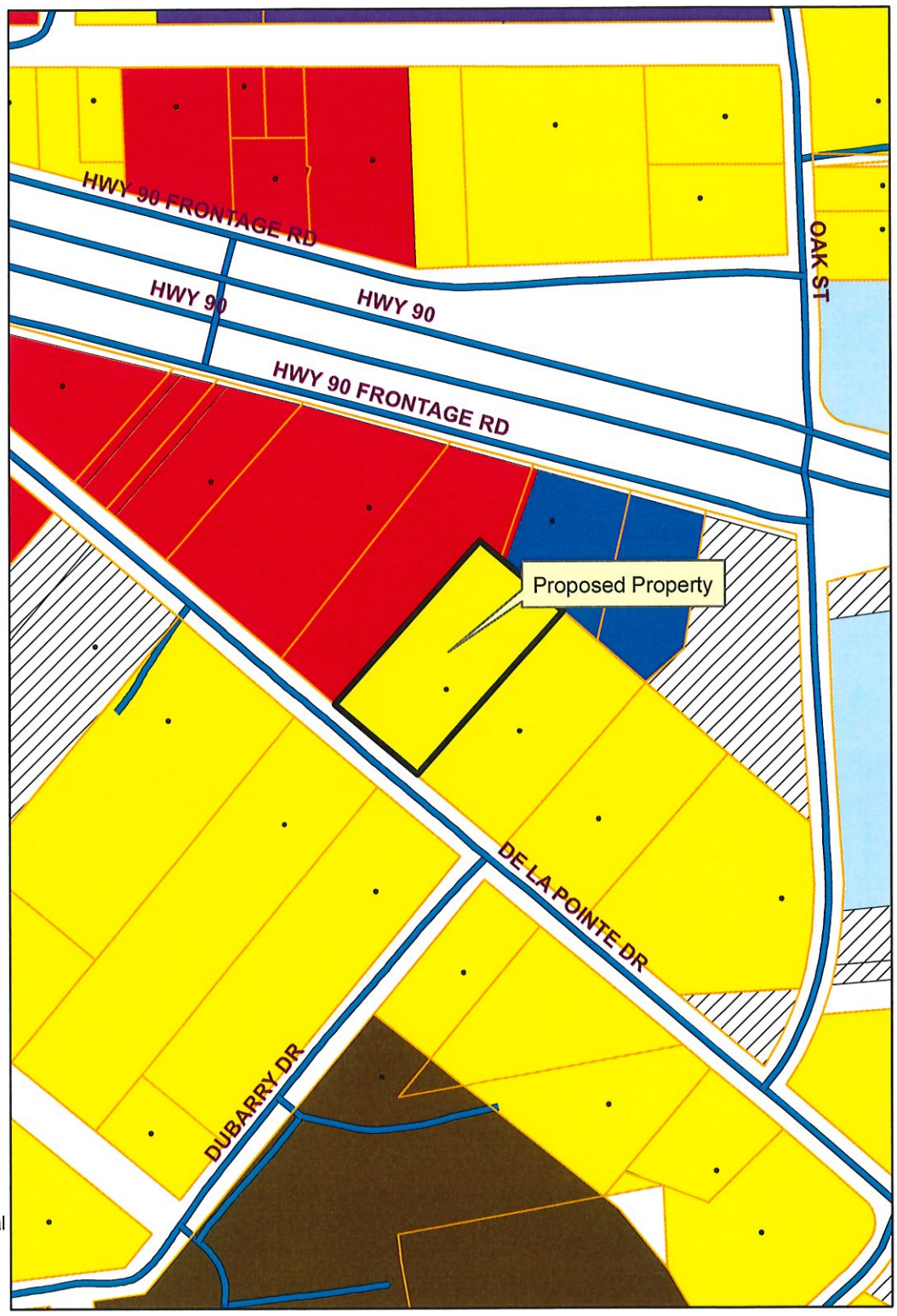
Legend

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

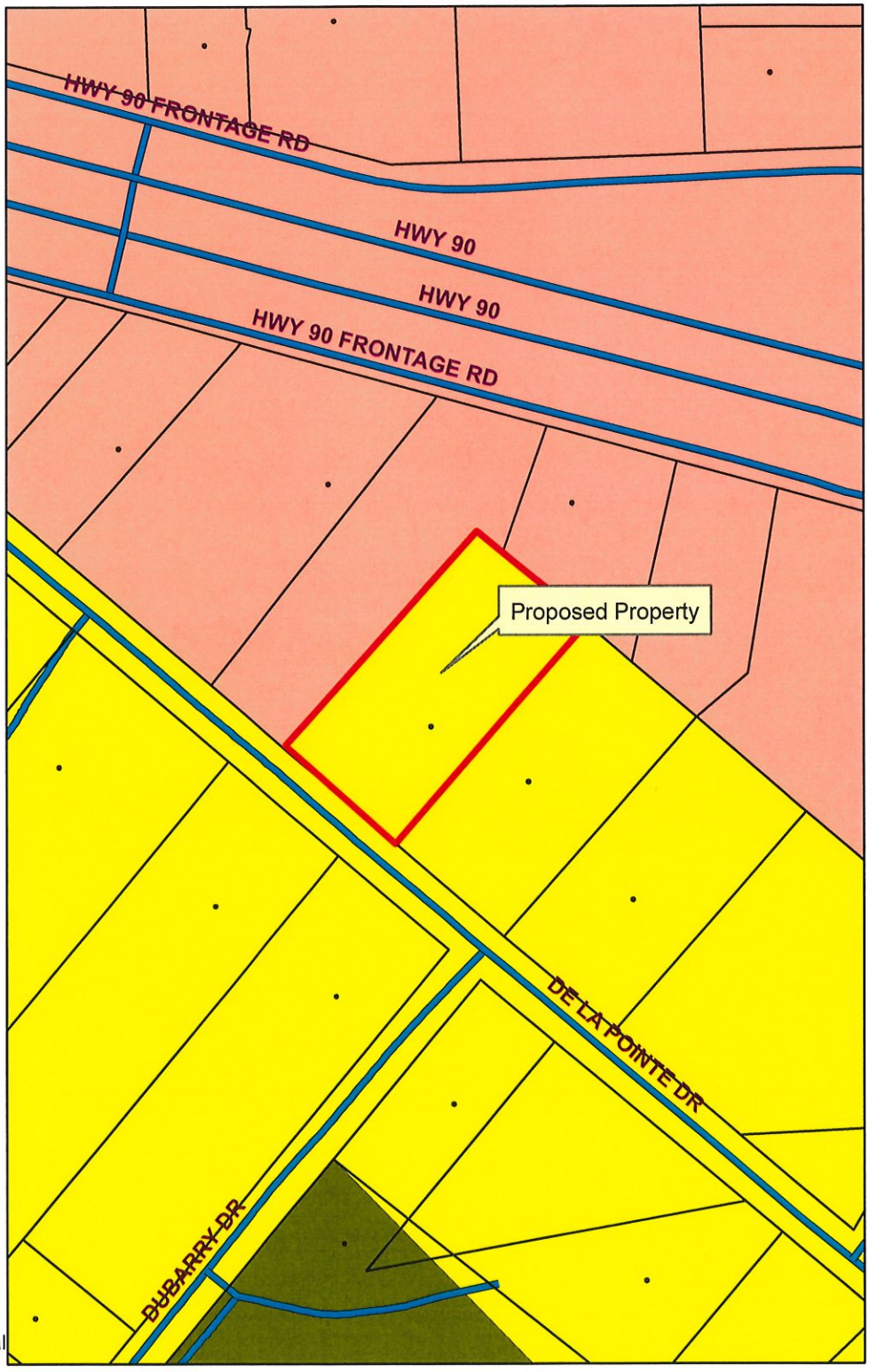
Legend

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

Excerpt from June 6, 2024, Planning Commission Meeting:

The Planning Department has received a request for a Property Owner Initiated Rezoning of Property located at 304 De La Pointe, PID #87010076.000, from R-2 High Density Multi-Family Residential to C-3 Highway Commercial (GPC Case No. 24-16-RZ)

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

REQUEST:

The Planning Department has received a request from James Lee dba Roughwater Marine for a rezoning of property known as 304 De La Pointe, PID #87010076.000, from R-2 High Density Multi-Family Residential to C3 Highway Commercial. The parcel is approximately 1.03 acres. The application fee of $300 was paid on April 10, 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: 304 De La Pointe, PID #87010076.000. (See Exhibit A)

2. Existing Zoning: R-2 High Density Multi-Family Residential. (See Exhibit B)

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

> *UDO 5.3.9 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.

DATA AND ANALYSIS:

Property requested for Rezoning: 304 De La Pointe, PID #87010076.000.

Location: Ward 3

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

Existing Land Use: Vacant. (See Exhibit C)

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

Surrounding Zoning: C-3 Highway Commercial to the North and West, R-2 High Density Multi-Family Residential to the South and East.

HISTORY:

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

REVIEW CRITERIA:

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

A. There was a mistake in the original zoning; **or**

B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone the subject area from R-2 High Density Multi-Family Residential to C3 Highway Commercial; or
2. Recommend that City Council deny the Rezoning.

Chairman Jamison asked the applicant to present his case.

James Lee, the applicant, explained that he has a chance to be a distributor for EZ Loader boat trailers. The closet distributor to Gautier is in Port St. Lucie, Florida. To be a distributor, his business will need more land to store these boat trailers. Mr. Lee owns the R-2 High Density Multi-Family Residential property that abuts his C-3 Highway Commercial property where his business is located. He would like to have the R-2 property rezoned to C-3 in order to expand and become a distributor. There is currently an abandoned house on the property he wants to rezone. The house has been abandoned for 5 years and is falling in and he plans on demolishing it. He plans to put a 6 foot privacy fence along the property where it adjoins the other R-2 property. He will also put a fence that adjoins his existing fence so he can store the trailers.

Mr. Lynn, who lives at 300 De La Pointe Drive, which is next door to the subject property, said that he has no problem with what Mr. Lee wants to do. He said there is an existing 8-to-10-foot metal privacy fence between his property and Mr. Lee's property that he would like to see stay there. He asked what would happen if the property was rezoned Commercial and later Mr. Lee sold his business to someone that wanted to build a gas station on the property.

Mr. Ankerson said that once it is rezoned to C-3 anything that is allowed in a C-3 zone could be put there. He reminded the Commissioners that R-2 is High Density Residential which means someone could buy the property and build apartments or town houses.

Commissioner Ward noted that no new homes have been built to continue the property as residential. The 3 lots there that are zoned R-2 High Density Multi-Family Residential were probably zoned R-2 because there were houses on them. If those houses had not been there the property would probably have been zoned commercial.

Mr. Ankerson reminded the Commissioners that R-2 zoning is for multi-family not single family residential so you could possibly establish there was a mistake in the original zoning, but that decision is up to the Planning Commission.

Commissioner McManus said that because of the way it is written in the UDO you would almost have to say it was a mistake in the zoning because the UDO says that the character of the surrounding area has changed but it has not changed.

Commissioner Ward said since they were only talking about an acre, it would be really hard to build a multi-family anything there.

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

ACTION TAKEN:

Commissioner Davis made a motion to recommend approval of the rezoning request because there was a mistake in the original zoning.

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

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

Motion passed.

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Consideration for the Abatement at 5608 Picadilly Circle, Gautier, MS**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for an Abatement at 5608 Picadilly Circle, Gautier, MS

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, after proper notice, on or about June 18, 2024, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 5608 Picadilly Circle, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 5608 Picadilly Circle, Gautier, MS 39553, by having the property mowed and have all trash and debris moved, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/12/2024
Subject: Consider Abatement at 5608 Picadilly Circus, Gautier, MS (Ron Middleton)

REQUEST:
Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to mow this property and to remove all debris, trash, appliances, and vehicle parts from the property.

BACKGROUND:

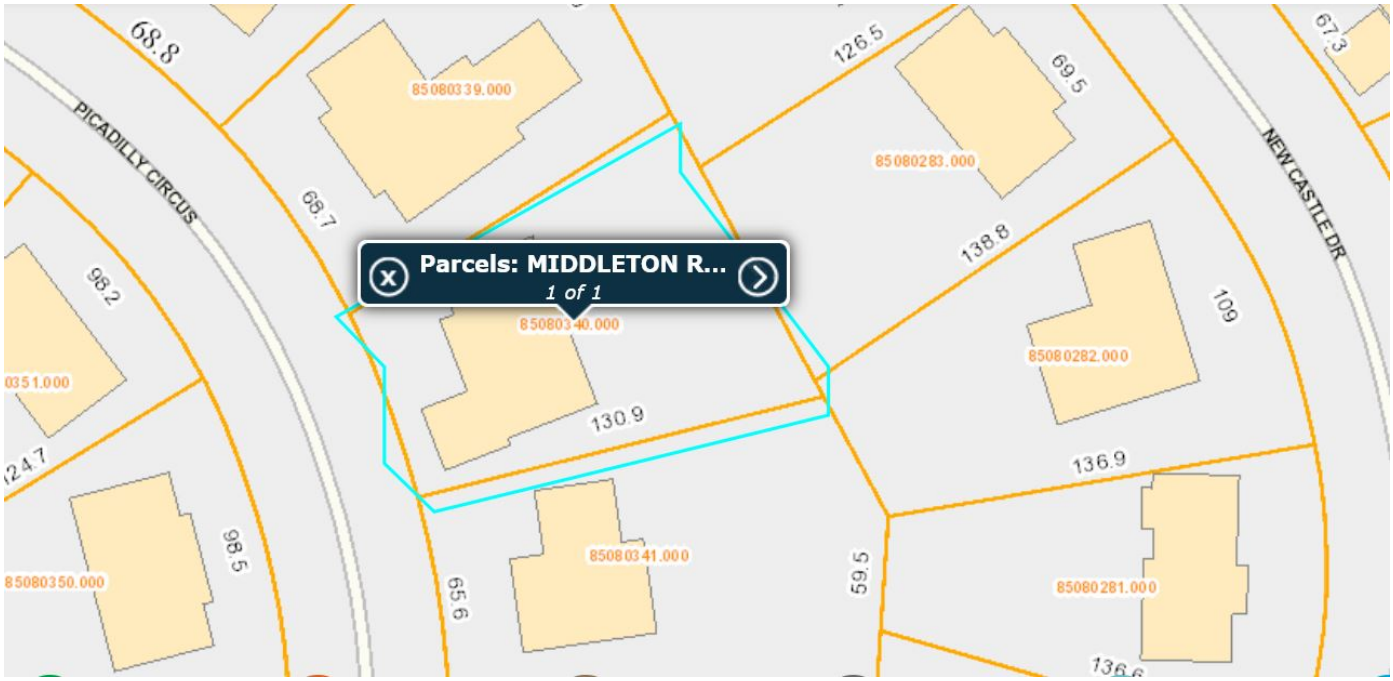
DISCUSSION:
To date, four citizens on Picadilly have filed complaints with Code Enforcement against this property. There has been no water account associated with this property since May 13, 2019. Since that time, there have been 4 previous code cases on this property—even though the house has been vacant.
As the attached photos show, this property has been a blighted junkyard since at least January 2022. The owner stated he lives and works in Texas. However, he is using his property in Gautier to store inoperable vehicles, construction materials, and junk. The junk cars shown in the photos have been sitting on this property unmoved since at least 2018. He has parked so many junk cars in the driveway that another of his cars has to be parked in the grass, which is an additional code violation. These cars were deliberately backed into the house so the expired license plates could not be viewed by city officials.
There is a huge pilot of roof shingles sitting in the front yard that have been there since 2022. The owner stated he could not move them because "they were too heavy." In April of 2022, a volunteer offered twice to help him move the pilot of shingles from the front yard to the back yard, but the owner did not accept that help.
The grass in the front yard is one and a half feet tall, and this yard is currently the only one on the street that has not been mowed. Weeds, brush, and trees have grown so tall in the back yard that the foliage is pushing against the fence causing it to bow considerably so that it will soon collapse on to the neighbor's yard.
Since 2022, the owner has had two cases in the Gautier Municipal Court for inoperable vehicles, outside storage, and trash and debris. However, he stated he lives and works in Texas, so he could not be served notice to appear in court. The owner was told his court date by Code Enforcement, but he knows the court has to issue him a summons. In early 2022, he stated to a Code Enforcement officer that he had not been given proper notice for his court dates, so he did not have to attend court.
All attempts to resolve this case without abatement have been made. Notice of the abatement was delivered to the current owner of the property. He called within two hours of the abatement sign being posted on his property, so receipt of the abatement notice is confirmed. The owner, who does not live in Gautier, has shown that he will not maintain the property and that he is using the property only to store junk, construction debris, and inoperable vehicles. Approving this abatement and assessing the appropriate penalty as a lien on the property tax should encourage the owner to keep his property in compliance with the UDO.

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

ATTACHMENTS:
1. Parcel & Tax info

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

PARCEL & TAX INFO



JACKSON COUNTY, MS

Current Date **5/25/2024**

Tax Year 2023

Records Last Updated **5/24/2024**

PROPERTY DETAIL		
OWNER	MIDDLETON RONALD G	**ACRES :** .23
	5608 PICADILLY CIRCUS	**LAND VALUE :** 4940
		IMPROVEMENTS : 54880
	GAUTIER MS 39553	**TOTAL VALUE:** 59820
		ASSESSED : 5982
PARCEL	85080340.000	
ADDRESS	5608 PICADILLY CIRCUS	

TAX INFORMATION			
YEAR 2023	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	181.25	181.25	0.00
CITY	257.23	257.23	0.00
SCHOOL	165.34	165.34	0.00
TOTAL	603.82	603.82	0.00

LAST PAYMENT DATE 12 / 21 / 2023

MISCELLANEOUS INFORMATION	
EXEMPT CODE	**LEGAL** LOT 298 CAMBRIDGE SQ #3 DB 921

CODE CASE HISTORY
SIX (6) CASES SINCE 2018

CODE CASE DETAILED REPORT CODE-000029-2018 FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Code Enforcement
Project:
District:
Description: inoperable vehicles, trash and debris, damage to structure
Opened Date: 01/11/2018
Closed Date: 05/22/2018

Parcel:	**Address:**	**Zone:**
85080340.000 Main	5608 Picadilly Circus Main Gautier, MS 39553	R-1 (Residential - Single Family)

Note	Created By	Date and Time Created
1. 1/18/18 2nd notice of violations. property still in same condition.	Code Enforcement	1/19/2018 9:44 am
2. Went by home 1/30/18 left door notice giving till 2/2/18 to contact me.	Joe Franklin	1/30/2018 3:03 pm
3. I have gone by house several times and owner never there.	Code Enforcement	2/8/2018 12:04 pm
4. 2/14/18 I left notice asking owner to contact me about violations and and a completion date	Code Enforcement	2/15/2018 12:18 pm
5. I talked to owner and he is working on getting property cleaned up and up to code . He has already removed one vehicle from front yard and getting others working again. I will check back in a week	Code Enforcement	2/23/2018 12:56 pm
6. Owner has fixed roof violation.	Code Enforcement	2/26/2018 4:15 pm
7. All vehicles are on driveway and utility trailer has been removed from front yard.	Code Enforcement	5/22/2018 2:30 pm

CODE CASE DETAILED REPORT CODE-001113-2020
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Clay Webber

Project:
District:
Description: Inoperable vehicle

Opened Date: 03/11/2020
Closed Date: 07/20/2020

Parcel: 85080340.000 Main

Address: 5608 Picadilly Circus
Gautier, MS 39553 Main

Zone: R-1 (Residential - Single Family)

Note	Created By	Date and Time Created
1. Sent a letter to this property for inoperable vehicle	Code Enforcement	3/11/2020 8:55 am
2. SENT FINAL	Code Enforcement	7/1/2020 8:43 am
3. Case resolved	Code Enforcement	7/20/2020 9:00 am

CODE CASE DETAILED REPORT CODE-001531-2021
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Clay Webber
Project:
District:
Description: Inoperable Vehicles & Parking in Grass
Opened Date: 03/29/2021
Closed Date: 01/10/2022

Parcel: 85080340.000 Main
Address: 5608 Picadilly Circus Main
Gautier, MS 39553
Zone: R-1 (Residential - Single Family)

Note	Created By	Date and Time Created
1. 3 Inoperable Vehicles - Blue Dodge Magnum, Chevy S-10 & Black Mercedes Parking in Grass - Chevrolet S10 *Sent owner a letter 03/29/2021	Code Enforcement	3/29/2021 3:41 pm
2. Affidavit sent 7/6/21 HCW	Code Enforcement	7/6/2021 10:24 am
3. WORKING, HAVE COURT 3:00 8/9/21 HCW	Code Enforcement	8/5/2021 4:21 pm
4. PASS TO FILE 8/9/21 HCW	Code Enforcement	8/11/2021 8:59 am

CODE CASE DETAILED REPORT CODE-002280-2022
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Patrick Fagan
Project:
District:
Description: inoperable/junk, clutter, debris, outside storage
Opened Date: 01/10/2022
Closed Date: 05/27/2022

Address: 5608 Picadilly Main

Note	Created By	Date and Time Created
1. pf. he did a very little bit of work but left side of house still looks horrible. Took new photo. Requesting affidavit.	Patrick Fagan	2/16/2022 2:56 pm
2. pf. also doing affidavit on Lakeyta Holmes, water account holder.	Patrick Fagan	2/17/2022 4:18 pm
3. pf. ron middletown, 228-281-6433, is owner. He's cleaned up most of it and the court gave him more time at his plea date. Court date set for april 11 but judge said she would dismiss it and he would not have to come to court if the issue is resolved before then.	Patrick Fagan	3/28/2022 4:04 pm
4. pf. Lakeyta Holmes case dismissed by my request since she was not living there	Patrick Fagan	3/29/2022 3:04 pm
5. pf. shingles are still there. got him on phone and he said he would work on it this weekend. I've offered twice now to help him move them to the back yard. He's yanking me.	Patrick Fagan	4/14/2022 4:25 pm

CODE CASE DETAILED REPORT CODE-003532-2022
FOR CITY OF GAUTIER

Case Type:	Code	**Project:**		**Opened Date:**	09/30/2022
Status:	Resolved	**District:**		**Closed Date:**	12/02/2022
Assigned To:	Patrick Fagan	**Description:**	OS, shingles, tiles, grill		

Address: 5608 Picadilly Main

Note	Created By	Date and Time Created
1. pf. ron middleton, 228-281-6433	Patrick Fagan	9/30/2022 8:51 am
2. pf. going back to court. 6 month review failed	Patrick Fagan	9/30/2022 8:51 am
3. pf. called him to tell him Michael was bringing him back to Court. Ronald told me he would get it resolved this week.	Patrick Fagan	9/30/2022 8:52 am

CODE CASE DETAILED REPORT CODE-006090-2024
FOR CITY OF GAUTIER

Case Type: Code
Status: Active
Assigned To: Patrick Fagan
Project:
District:
Description: ABATE? IV/OG/pig
Opened Date: 05/21/2024
Closed Date: NOT CLOSED

Address: 5608 Picadilly Main

Note	Created By	Date and Time Created
1. 5 prior cases. he doesn't live here and is not taking care of the house. his warrant is 2 years old.	Patrick Fagan	5/21/2024 9:20 am
2. ron middleton, 228-281-6433	Patrick Fagan	5/21/2024 9:20 am
3. pf. last date it had water May 13, 2019	Patrick Fagan	5/21/2024 12:00 pm
4. owner called me less than 2 hours after the abatement sign went up	Patrick Fagan	5/28/2024 1:05 pm
5. Now he is saying he is living in mosspoint with his mom.	Patrick Fagan	5/28/2024 2:43 pm
6. house appears to be going into foreclosure. different locks have been placed on the doors. owner told me he took out a second mortgage.	Patrick Fagan	5/28/2024 2:44 pm

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

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

CITY OF GAUTIER

Nature's Playground

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on June 18, 2024, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community:

5608 Picadilly Circus

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

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

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

CITY OF GAUTIER

Nature's Playground

May 25, 2024

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

TO: Ron Middleton
5608 Picadilly Circus
Gautier, MS 39553

Re: Notice of Public Hearing
5608 Picadilly Circus

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **5608 Picadilly Circus, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **June 18, 2024 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

AFFIDAVIT FOR ADMINISTRATIVE INSPECTION WARRANT

CITY OF GAUTIER CODE ENFORCEMENT

I, Patrick Fagan, Code Enforcement Officer for the City of Gautier, County of Jackson, Mississippi, make the following statements and accusations.

1. That 5608 Picadilly Circus is a substandard and blighted property in violation of the Unified Development Ordinance (UDO) for overgrown grass, inoperable vehicles, and using a residential property as a junkyard. See attached photos.

2. That 5608 Picadilly Circus has been vacant since May 13, 2019.

3. That 5608 Picadilly Circus is owned by Ron Middleton who resides in Texas.

4. That Ron Middleton has a show-cause in the Gautier Municipal Court and has had 5 previous, unresolved code enforcement cases.

5. In addition to inspecting the outside of the property, the back of the property, and any shed, I intend to take photographs of the outside property and any outside property that cannot be viewed from the right-of-way. I will not enter the primary structure.

WHEREFORE, for the purpose of identifying a fire hazard, a rodent infestation, or any other unsafe building condition or blighted condition that might be a code violation of city ordinance, I, Patrick Fagan request issuance of an inspection warrant to go onto 5608 Picadilly Circus for the purpose of examining the outside of all structures and vehicles and to take photographs and notes.

P. Fagan 5-28-24

ADMINISTRATIVE INSPECTION SEARCH WARRANT

STATE OF MISSISSIPPI

COUNTY OF JACKSON

CITY OF GAUTIER

WHEREAS, in accordance with MS §41-29-157 authorizing certain municipal officers to inspect any specified premises to determine the presence of a fire or health hazard or unsafe building condition and in accordance with the general powers granted to municipalities in the State of Mississippi to preserve health, safety, and welfare of its citizenry, Patrick Fagan, Code Enforcement Officer of the City of Gautier, has sworn and alleged, under oath, that a certain premises located at 5608 Picadilly Circus is in apparent violation of Section 16.6B, Section 16.6.D, and Section 6.4.8 of the Unified Development Ordinance of the City of Gautier.

WHEREAS, the particular grounds for this warrant to issue are set forth in the affidavit, which is attached and made a part hereof, and upon examination by me, I am satisfied that the grounds exist and that probable cause is shown, and do so hereby find.

THEREFORE, Patrick Fagan is commanded to enter and inspect the suspected property describe above and in said affidavit to make notes and to take photographs and video recordings to determine the presence of a fire or health hazard or unsafe building condition or violation of city ordinance.

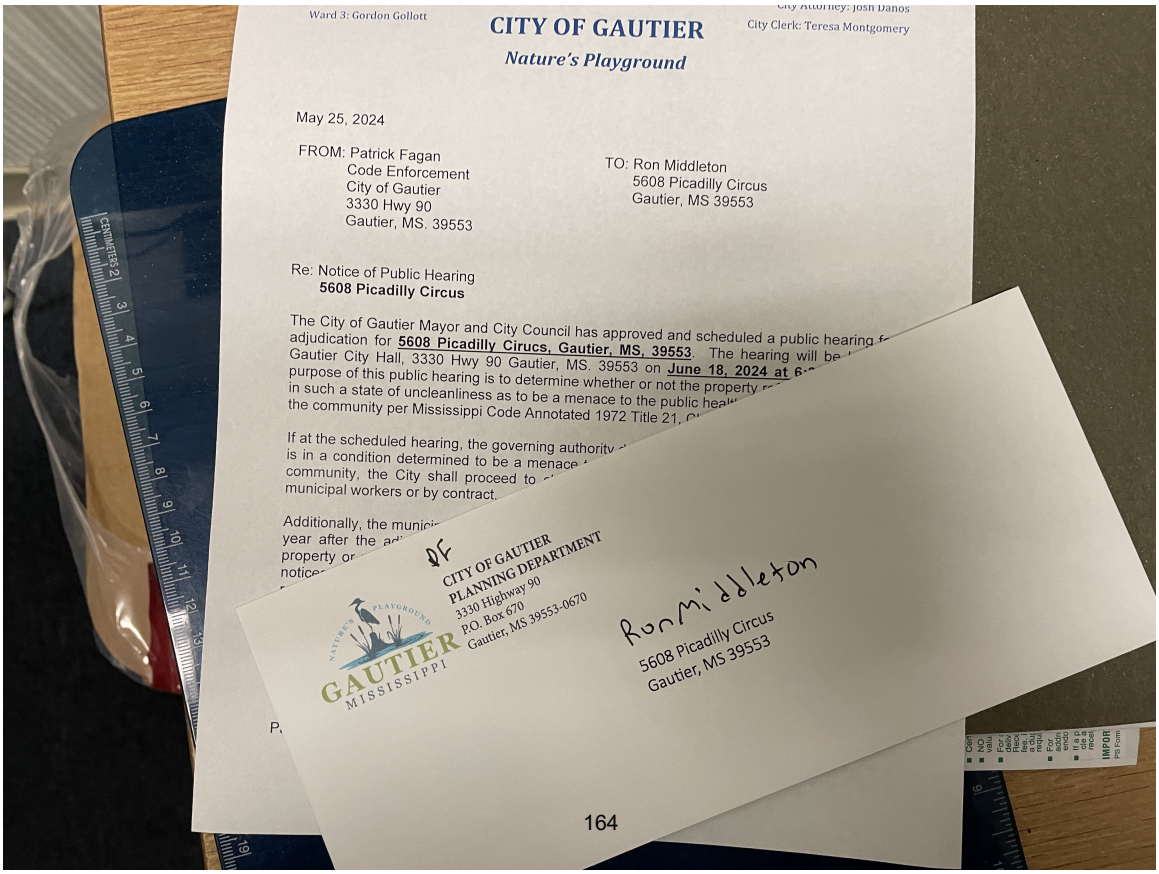
HEREIN, you have this warrant for execution within three (3) days after the date of issuance and exclusive of the date of execution with your return thereon, showing how you have executed the same.

Witness my hand this, the 28th day of May, 2024

Amy St. Pe

Municipal Judge

PHOTOS OF PROPERTY



NOTICE
IN CASE OF EMERGENCY
Or if the property is no longer secure.
Please contact Safeguard Properties
216-739-2000
SAFEGUARD CANNOT SUPPLY ANY
INFORMATION ON THE OWNER OF THE PROPERTY
OR THE SALE/LEASE OF THIS HOME.
If you wish to find the owner of record:
1. Contact your local County Auditor/Tax Assessor
2. Give them the property address.
locks changed by lender. house in danger of foreclosure.

HIGH GRASS, GARAGE ROTTING,
APPLIANCE/JUNK ON PORCH

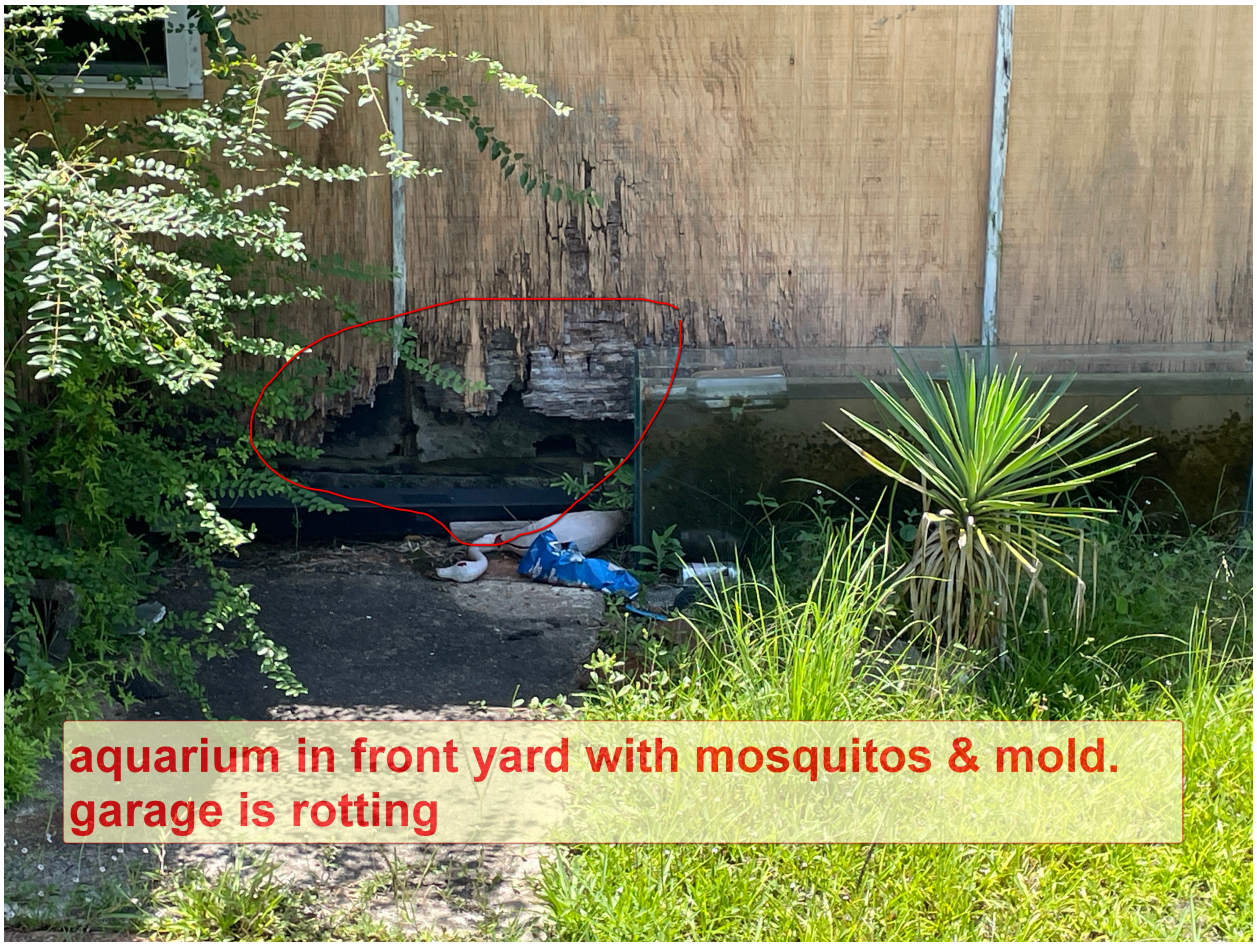
COMPARISON OF NEIGHBOR'S FRONT GRASS

grass half way to my knee in the front yard

WASTE PRO

5608

truck used for junk storage


aquarium in front yard with mosquitos & mold.
garage is rotting

SIDE BACK YARD
HERITAGE
HERITAGE
HERITAGE

PICTURE OF BACK YARD JUNK
grass not cut in years.

BACK YARD

WEED/TREES HAVE GROWN ABOVE
THE 6FT FENCE

SUPER SPORT
FUTURA

Memory of
Riquita Jackson

Memory of
Riquita Jackson

CITY OF GAUTIER
MEMORANDUM

To: Scott Ankerson, Planning Director

From: Patrick Fagan, Code Enforcement

Date: May 25, 2024

Subject: Abatement of 5608 Picadilly Circus (mow & clean)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to mow this property and to remove all debris, trash, appliances, and vehicle parts from the property.

DISCUSSION:

To date, four citizens on Picadilly have filed complaints with Code Enforcement against this property. There has been no water account associated with this property since May 13, 2019. Since that time, there have been 4 previous code cases on this property—even though the house has been vacant.

As the attached photos show, this property has been a blighted junkyard since at least January 2022. The owner stated he lives and works in Texas. However, he is using his property in Gautier to store inoperable vehicles, construction materials, and junk. The junk cars shown in the photos have been sitting on this property unmoved since at least 2018. He has parked so many junk cars in the driveway that another of his cars has to be parked in the grass, which is an additional code violation. These cars were deliberately backed into the house so the expired license plates could not be viewed by city officials.

There is a huge pilot of roof shingles sitting in the front yard that have been there since 2022. The owner stated he could not move them because "they were too heavy." In April of 2022, a volunteer offered twice to help him move the pilot of shingles from the front yard to the back yard, but the owner did not accept that help.

The grass in the front yard is one and a half feet tall, and this yard is currently the only one on the street that has not been mowed. Weeds, brush, and trees have grown so tall in the back yard that the foliage is pushing against the fence causing it to bow considerably so that it will soon collapse on to the neighbor's yard.

Since 2022, the owner has had two cases in the Gautier Municipal Court for inoperable vehicles, outside storage, and trash and debris. However, he stated he lives and works in Texas, so he could not be served notice to appear in court. The owner was told his court date by Code Enforcement, but he knows the court has to issue him a summons. In early 2022, he stated to a Code Enforcement officer that he had not been given proper notice for his court dates, so he did not have to attend court.

All attempts to resolve this case without abatement have been made. Notice of the abatement was delivered to the current owner of the property. He called within two hours of the abatement sign being posted on his property, so receipt of the abatement notice is confirmed. The owner, who does not live in Gautier, has shown that he will not maintain the property and that he is using the property only to store junk, construction debris, and inoperable vehicles. Approving this abatement and assessing the appropriate penalty as a lien on the property tax should encourage the owner to keep his property in compliance with the UDO.

RECOMMENDATION:

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

ATTACHMENTS:

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

CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Consideration for the Abatement at 2628 San Lorenzo, Gautier, MS**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for an Abatement at 2628 San Lorenzo, Gautier, MS

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, after proper notice, on or about June 18, 2024, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2628 San Lorenzo, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2628 San Lorenzo, Gautier, MS 39553, by having the property mowed, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/12/2024
Subject: Consider Abatement at 2628 San Lorenzo, Gautier, MS (Patricia McClardy)

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

BACKGROUND:

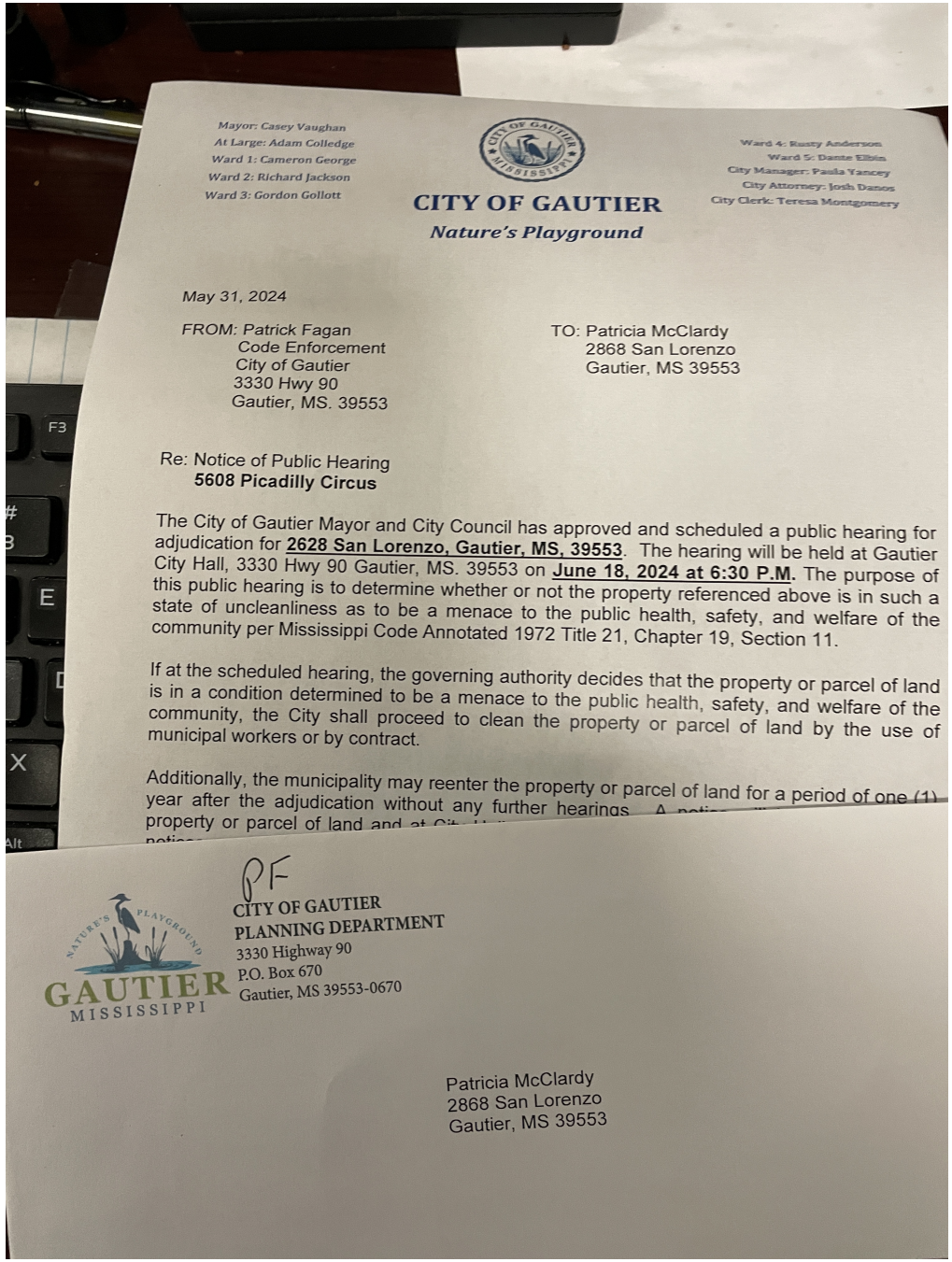
DISCUSSION:
This property has been overgrown since at least April 2024. There has been no water account associated with this property since last year when the owner of the property passed away. A real estate agent told Code Enforcement that he would reach out to the brother and sister of the deceased homeowner to inform them of the abatement and of the plans for the City to mow the grass. The grass in the yard is 3ft tall in various places. To date, this property has the highest grass of any property in the College Park neighborhood. All properties on this street have yards that have been mowed regularly. Mowing it now will be a significant enhancement to the appearance of the neighborhood and help ward off any rodent issues and other signs of blight.

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

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

COMPARISON TO NEIGHBOR'S YARD

WASTE PRO



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

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

CITY OF GAUTIER
Nature's Playground

May 31, 2024

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

TO: Patricia McClardy
2868 San Lorenzo
Gautier, MS 39553

Re: Notice of Public Hearing
5608 Picadilly Circus

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **2628 San Lorenzo, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **June 18, 2024 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

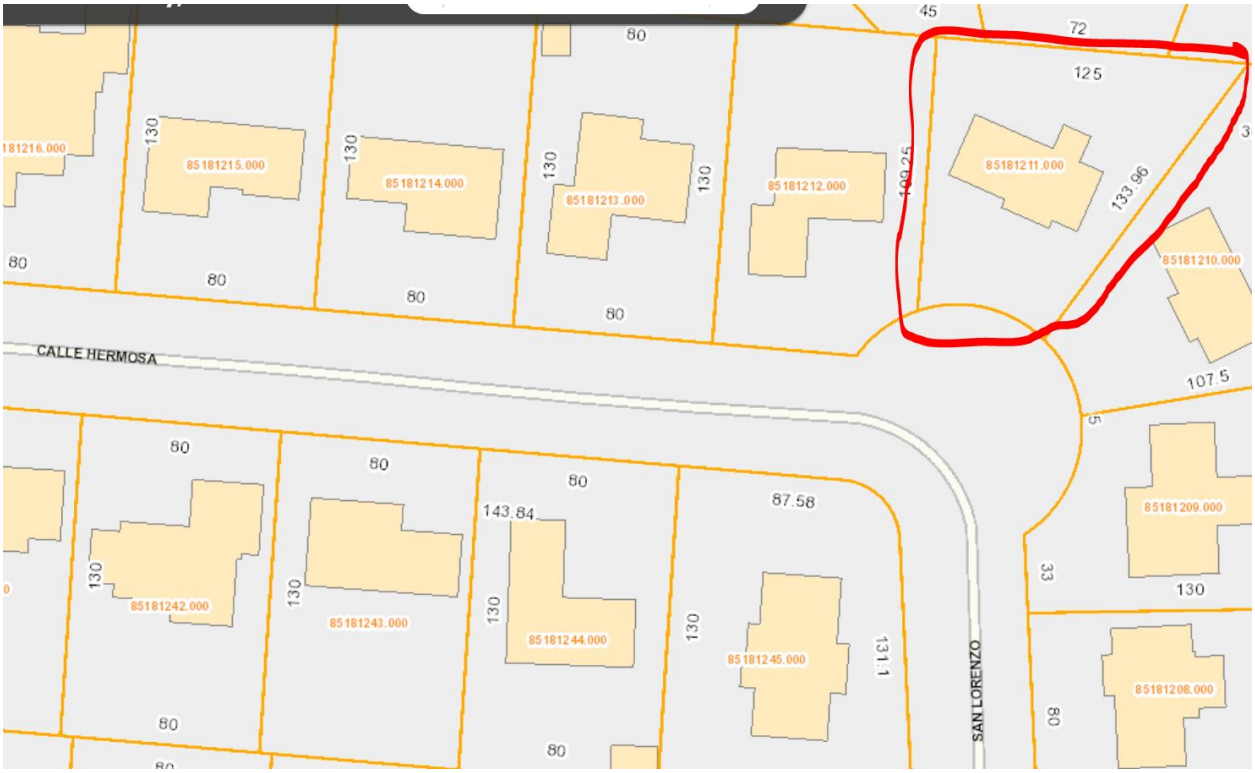
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be placed on the property or parcel of land and at City Hall

PF

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

GAUTIER
MISSISSIPPI

Patricia McClardy
2868 San Lorenzo
Gautier, MS 39553



JACKSON COUNTY, MS

Current Date **6/ 5/2024**

Tax Year 2023

Records Last Updated **6/ 5/2024**

PROPERTY DETAIL		
OWNER	CLARDY PATRICIA A	**ACRES :** .23
	2628 SAN LORENZO	**LAND VALUE :** 2270
		IMPROVEMENTS : 29820
	GAUTIER MS 39553	**TOTAL VALUE:** 32090
		ASSESSED : 3209
PARCEL	85181211.000	
ADDRESS	2628 SAN LORENZO	

TAX INFORMATION			
YEAR 2023	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION			
EXEMPT CODE		**LEGAL**	LT 11 DE LA FOREST PART 3 DB 9
HOMESTEAD CODE	O65		26
TAX DISTRICT	3840		-46 (122 Map871.02-01)
PPIN	067776		
SECTION	02		
TOWNSHIP	8		
RANGE	7		

CODE CASE DETAILED REPORT CODE-004382-2023
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Richard Johnson

Project:
District:
Description: OG

Opened Date: 03/14/2023
Closed Date: 04/25/2023

Parcel: 85181211.000 Main

Address: 2628 San Lorenzo Main
Gautier, MS 39553

Zone: R-1 (Residential - Single Family)

Note	Created By	Date and Time Created
1. Letter sent	Richard Johnson	3/14/2023 11:04 am

CODE CASE DETAILED REPORT CODE-006150-2024
FOR CITY OF GAUTIER

Case Type:	Code	**Project:**		**Opened Date:**	05/31/2024
Status:	Active	**District:**		**Closed Date:**	NOT CLOSED
Assigned To:	Patrick Fagan	**Description:**	OG, doing affidavit. needs abated		

Address: 2628 San Lorenzo Main

Note	Created By	Date and Time Created
1. CLARDY PATRICIA, HOME OWNER. sent water dept request for account holder	Patrick Fagan	5/31/2024 10:51 am
2. house might be vacant. no water. need abatement	Patrick Fagan	5/31/2024 11:59 am
3. number 228-205-0351 disconnected	Patrick Fagan	6/4/2024 4:23 pm
4. abatement sign still up. grass not cut. a real estate agent said he was "reaching out" to the sister and brother to inform them of the abatement at that the grass needed cut by june 14	Patrick Fagan	6/5/2024 10:54 am

CODE CASE DETAILED REPORT CODE-004845-2023
FOR CITY OF GAUTIER

Case Type: Code
Status: Resolved
Assigned To: Richard Johnson

Project:
District:
Description: OG

Opened Date: 06/27/2023
Closed Date: 07/10/2023

Parcel: 85181211.000 Main

Address: 2628 San Lorenzo Main
Gautier, MS 39553

Zone: R-1 (Residential - Single Family)

Note	Created By	Date and Time Created
1. Letter sent to resident	Richard Johnson	6/27/2023 9:47 am

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

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

CITY OF GAUTIER

Nature's Playground

May 31, 2024

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

TO: Patricia McClardy
2628 San Lorenzo
Gautier, MS 39553

Re: Notice of Public Hearing
2628 San Lorenzo

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **2628 San Lorenzo, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **June 18, 2024 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

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

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

CITY OF GAUTIER

Nature's Playground

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on June 18, 2024, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community:

2628 San Lorenzo

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

CITY OF GAUTIER
MEMORANDUM

To: Scott Ankerson, Planning Director

From: Patrick Fagan, Code Enforcement

Date: May 31, 2024

Subject: Abatement of 2628 San Lorenzo (mow only)

REQUEST:

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

DISCUSSION:

This property has been overgrown since at least April 2024. There has been no water account associated with this property since last year when the owner of the property passed away. A real estate agent told Code Enforcement that he would reach out to the brother and sister of the deceased homeowner to inform them of the abatement and of the plans for the City to mow the grass. The grass in the yard is 3ft tall in various places. To date, this property has the highest grass of any property in the College Park neighborhood. All properties on this street have yards that have been mowed regularly. Mowing it now will be a significant enhancement to the appearance of the neighborhood and help ward off any rodent issues and other signs of blight.

RECOMMENDATION:

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

ATTACHMENTS:

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

CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet

Council Meeting:	**June 18, 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 June 18, 2024.

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	242396	06/18/2024	06/05/2024			537.54	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 LEASE PMT: POSTAGE MACHINE			3319200845	05/30/2024			537.54
001	BORDIS & DANOS PLLC	242397	06/18/2024	06/05/2024			11,278.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 MAY 2024 RETAINER			132	05/15/2024			11,250.00
	001-060-602 RECORDING FEE: COOP ENERGY			132	05/15/2024			28.00
001	COG 7M BOND ACCT	242399	06/18/2024	06/06/2024			63,242.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 TR MDOT WIRE: FUND 130			05172024	06/06/2024			63,242.67
001	DIRECTV LLC	242400	06/18/2024	06/06/2024			180.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (JUL)			X240614	06/14/2024			180.00
001	RELX INC DBA LEXISNEXIS	242401	06/18/2024	06/06/2024			155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 MAY 2024 4254VNBSY			3095147168	05/31/2024			155.00
001	CREDIT CARD CENTER	242402	06/18/2024	06/06/2024			6.82	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 FINANCE CHG - CK TIMING			05272024	05/27/2024			6.82
001	SINGING RIVER HEALTH SYSTEM	242403	06/18/2024	06/06/2024			93.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PRE EMP PHYSICAL: SEYMOUR			536615	05/23/2024			68.00
	001-100-605 COC DRUG SCREEN: SEYMOUR			536615	05/23/2024			25.00
001	KYLE B MCNEIL	242404	06/18/2024	06/06/2024			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: FIRE INSPECTOR			07072024	05/07/2024			200.00
001	PITTMAN HOWDESHELL PLLC	242405	06/18/2024	06/06/2024			241.21	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 LEGAL SERV: SR MALL PROPERTY			1496	05/31/2024			241.21
001	MS DEPT OF FINANCE & ADMIN	242406	06/18/2024	06/06/2024			27,635.13	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 MAY 2024 COURT ASSESSMENTS			05312024	06/03/2024			27,635.13
001	MS DEPT OF PUBLIC SAFETY	242407	06/18/2024	06/06/2024			2,043.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 MAY 2024 SPECIAL ASSESSMENTS			05312024	06/03/2024			2,043.00
001	MS DEPT OF PUBLIC SAFETY	242408	06/18/2024	06/06/2024			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 MAY 2024 INTERLOCK FEES			05312024	06/03/2024			100.00

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VICTIMS OF HUMAN TRAFFICKING FUND	242409	06/18/2024	06/06/2024			3.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	APR 2024 STATE ASSESSMENT		04302024	05/01/2024		-211.63	
	001-000-300	MAY 2024 STATE ASSESSMENT		05312024	06/03/2024		215.50	
001	AIR MASTERS MECHANICAL INC	242410	06/18/2024	06/06/2024			713.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	REPL CAPACITOR: SUBSTN-BACOT		SM11904	06/04/2024		236.25	
	001-100-635	REPL PUMP: PD SERVER ROOM		SM11900	06/04/2024		477.45	
001	AUTO TRUCK AND TRAILER PARTS INC	242412	06/18/2024	06/06/2024			87.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	BELT: BALL FIELD DRAGGER		314571	05/21/2024		16.00	
	001-170-639	DIESEL TRMT(2): LIGHT PLANTS		314668	05/23/2024		58.60	
	001-170-559	SILICONE; THREAD LOCKER		314768	05/29/2024		13.25	
001	BELL AUTO PARTS INC	242413	06/18/2024	06/06/2024			207.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SPINDLE; SEAL: EXMARKS		45361	05/22/2024		111.45	
	001-170-639	SPINDLE BEARINGS(2): EXMARKS		45361	05/22/2024		43.00	
	001-170-559	REACHER TOOL (2)		45361	05/22/2024		53.00	
001	O'REILLY AUTO PARTS	242415	06/18/2024	06/06/2024			1,182.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-570	SYL LAMP CAPSULE: 36383		1978328321	04/30/2024		16.82	
	001-170-638	CREDIT: CORE CHG(2) F350		1978328332	04/30/2024		-110.00	
	001-170-639	FUEL FILTER: KUBOTA LOADER		1978328350	04/30/2024		7.15	
	001-205-639	LIQ ELEC TAPE: SPR GENERATOR		1978328390	04/30/2024		15.99	
	001-170-559	3PC SOCKET SET: REC SHOP		1978328496	05/01/2024		6.99	
	001-100-570	6QT OIL; FILTER: 50409		1978328645	05/02/2024		34.63	
	001-161-639	PRIMER: BRUSH PUMP		1978328714	05/03/2024		12.99	
	001-161-639	CLR COAT PAINT: BRUSH PUMP		1978329046	05/06/2024		16.99	
	001-161-559	CARGO STRAPS: ENG 3		1978329053	05/06/2024		33.99	
	001-092-639	PAINT; BUSHING: CH FUEL TANK		1978329225	05/07/2024		15.93	
	001-100-570	WIPER BLADE (2): 19591		1978329237	05/07/2024		16.78	
	001-170-639	2QT OIL; FILTER: POLARIS S4		1978329333	05/08/2024		27.90	
	001-161-638	ANTIFREEZE (5): 57131		1978329483	05/10/2024		32.45	
	001-100-570	GL WIPER FLUID(18): PD UNITS		1978329484	05/10/2024		59.22	
	001-170-639	VBELT;EXH BOLT(2): MINI EX		1088151540	05/13/2024		13.17	
	001-170-639	WASHER;EXH BOLT(2): MINI EX		1978329799	05/13/2024		13.87	
	001-170-639	RTN CR: EXH BOLT		1978329801	05/13/2024		-4.59	
	001-100-570	BRK PADS(2);ROTORS(2): 14435		1978329809	05/13/2024		176.61	
	001-170-638	7QT OIL; FILTER: REC F150		1978329903	05/14/2024		39.34	
	001-100-570	BRK PADS (2): 12558		1978329915	05/14/2024		174.94	
	001-100-570	TURN ROTOR (2): 12558		1978329930	05/14/2024		50.00	
	001-100-570	BRK ROTOR (2): 12558		1978329953	05/14/2024		149.00	
	001-170-638	AC ACTUATOR: 10648		1978330002	05/15/2024		49.32	
	001-100-570	BRAKE PADS: 12558		1978330019	05/15/2024		92.07	
	001-100-570	RTN CR: BRAKE PADS 12558		1978330077	05/15/2024		-92.07	
	001-090-559	STRG WHL COVER: 19415		1978330078	05/15/2024		23.99	

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	242415	06/18/2024	06/06/2024			1,182.96	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	AC CONTROL PANEL: 10648		1978330165	05/16/2024		162.34	
	001-100-570	SYL LAMP BULB: 19684		1978330166	05/16/2024		35.14	
	001-100-570	LAMP SCKT;CONN KIT: 19684		1978330182	05/16/2024		27.48	
	001-170-638	BRAKE CLNR (12): REC UNITS		1978331409	05/28/2024		41.88	
	001-205-570	QUIK LOK; ANTIFRZ(2): 91642		1978331431	05/28/2024		42.64	
	001-161-638	AC GAUGE RENTAL: E4		1978331433	05/28/2024		199.17	
	001-161-638	RTN CR: AC GAUGE RENTAL E4		1978331462	05/28/2024		-199.17	
001	DELTA COMPUTER SYSTEMS INC	242416	06/18/2024	06/07/2024			665.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JUN 2024 ACCT SOFTWARE MAINT		DHLMN13773	05/15/2024		470.00	
	001-092-606	JUN 2024 PRIV LIC SW MAINT		DHLMN13774	05/15/2024		195.00	
001	M & E FEED & SEED	242417	06/18/2024	06/07/2024			95.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD (2)		747918	06/01/2024		95.00	
001	ADVANCE AUTO PARTS	242435	06/18/2024	06/10/2024			58.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	R134A REFRIFERANT (2)		414261290	05/21/2024		58.56	
001	LOWE'S	242436	06/18/2024	06/10/2024			1,084.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	DW SFTY GLASSES (1)		988359	04/25/2024		28.48	
	001-205-560	FAUCET ROSETTE/NUT: SINK RPR		988624	04/25/2024		5.26	
	001-170-634	5LBS DECK SCRWS; ALGACIDE		991314	04/26/2024		64.85	
	001-161-559	SHARPIE (4); 8PK TOILET SHIM		994868	04/27/2024		13.92	
	001-161-559	8PK C BATTERY (4)		994868	04/27/2024		60.72	
	001-205-559	DW 5/8" B&G DRILL BIT		981282	05/02/2024		19.93	
	001-170-559	OFF ACTIVE 2PK		979825	05/02/2024		11.38	
	001-161-639	KB 18CT COMPRESSOR ACCESS		983489	05/03/2024		18.03	
	001-161-510	#24 BLEND MOP HEAD 2PK		983489	05/03/2024		16.61	
	001-161-559	ORTHO 13LB FIRE ANT		983489	05/03/2024		24.68	
	001-161-510	PS SOFT BRISTLE BRUSH (4)		993195	05/06/2024		56.88	
	001-170-559	10" TONGUE-GROOVE PLIERS		996824	05/07/2024		20.88	
	001-170-559	KB 3PC LOCKING PLIER SET		996824	05/07/2024		18.98	
	001-205-560	SCREWS,BOLTS: INST SOLAR LTS		997590	05/07/2024		21.44	
	001-092-639	REPR PARTS: CH FUEL TANK		997257	05/07/2024		60.73	
	001-170-559	DW 12V/20V MAX JOBSITE FAN		996741	05/07/2024		141.55	
	001-205-560	MTL SCREWS: INST SOLAR LTS		998927	05/08/2024		12.14	
	001-170-511	POTTING MIX;6PK SUNPATIENS(4)		970085	05/08/2024		62.60	
	001-161-638	1.5" BRASS BALL VLV: FD TRK		970056	05/08/2024		36.08	
	001-100-559	RND ELEC BOX CVR		970065	05/08/2024		4.92	
	001-170-559	DW SFTY GLASSES;CM IMP GLVS		973349	05/09/2024		47.46	
	001-205-560	MTL SCREWS: INST SOLAR LTS		986463	05/14/2024		24.28	
	001-170-559	UNIBIT 2 STEP DRILL BIT		989889	05/15/2024		56.03	
	001-170-559	KLN SFTY GOGGLE;CORD REEL/STND		995039	05/17/2024		43.00	
	001-170-559	REACHER TOOL(3);INSCT REPEL(2)		979002	05/22/2024		76.85	
	001-170-559	CM MECH LTHR GLOVES		979002	05/22/2024		13.28	
	001-170-559	EP SCOTHGARD GOGGLE		979278	05/22/2024		33.71	
	001-170-559	3M FOLDING EARMUFF		979278	05/22/2024		20.88	

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	242436	06/18/2024	06/10/2024			1,084.93	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-634 1X2X8 TRTD #1(8): GM PRK SIGN 979074 05/22/2024						21.92	
	001-170-634 CM WD STL TINE RAKE (2) 982792 05/23/2024						47.46	
001	SPORTSCONDUCTOR LLC DBA JARVIS	242443	06/18/2024	06/10/2024			79.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-504 BASKETBALL (7) 6071 05/01/2024						27.65	
	001-170-503 BASEBALL (2) 6071 05/01/2024						7.90	
	001-170-502 SOFTBALL 6071 05/01/2024						3.95	
	001-170-502 FOOTBALL (9) 6092 06/01/2024						35.55	
	001-170-502 CHEER (1) 6092 06/01/2024						3.95	
001	WASTE PRO - GAUTIER	242445	06/18/2024	06/10/2024			285.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-698 FRAZIER PORT O LET 0001392571 05/31/2024						35.00	
	001-170-698 BACOT PORT O LET(2) 0001392599 05/31/2024						250.00	
001	AIRGAS USA LLC	242450	06/18/2024	06/10/2024			393.44	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-588 CYLINDER RENTAL 5508321549 05/31/2024						393.44	
001	CINTAS CORPORATION	242452	06/18/2024	06/10/2024			574.97	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-535 MAY 01 2024 MAINT 4191205601 05/01/2024						118.27	
	001-205-535 MAY 08 2024 MAINT 4191925231 05/08/2024						118.27	
	001-205-535 MAY 15 2024 MAINT 4192676560 05/15/2024						112.81	
	001-205-535 MAY 22 2024 MAINT 4193366011 05/22/2024						112.81	
	001-205-535 MAY 30 2024 MAINT 4194186985 05/30/2024						112.81	
001	ACE DATA STORAGE INC	242454	06/18/2024	06/10/2024			105.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 MAY 2024 SHREDDING SERVICE 0099146 06/01/2024						105.00	
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	242455	06/18/2024	06/10/2024			340.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 MAY 24 ACCT 6006920 202405-1 06/01/2024						340.00	
001	TEC	242456	06/18/2024	06/10/2024			113.45	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY LONG DISTANCE 1144041 06/01/2024						113.45	
001	CENTERPOINT ENERGY	242457	06/18/2024	06/10/2024			41.21	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-630 CENTRAL FIRE:4/23-5/23/24 11000885-1 05/31/2024						41.21	
001	CENTERPOINT ENERGY	242458	06/18/2024	06/10/2024			39.59	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-630 SOUTH FIRE:4/23-5/23/24 11000999-0 05/31/2024						39.59	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	242459	06/18/2024	06/10/2024			149.20	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-698 JUN 2024:#107571481			06012024	06/01/2024		149.20	
001	SPARKLIGHT	242460	06/18/2024	06/10/2024			96.73	
	001-170-698 JUN 2024:SR BLDG 120793682			06012024	06/01/2024		96.73	
001	C SPIRE WIRELESS	242461	06/18/2024	06/10/2024			896.48	
	001-100-606 MODEM DATA PLAN (26) JUN 24			3000848065	06/02/2024		896.48	
001	C SPIRE WIRELESS	242462	06/18/2024	06/10/2024			270.00	
	001-100-699 NCIC EQUIP CHGS 3000652433			652433-36	06/01/2024		270.00	
001	E AND J TIRE LLC	242464	06/18/2024	06/11/2024			225.00	
	001-170-639 24X8X12 TUBE (5): REC EQUIP			10351	05/28/2024		225.00	
001	ELAN FINANCIAL SERVICES	242466	06/18/2024	06/11/2024			888.91	
	001-170-511 SUPPLIES: MOTHERS DAY TEA			05092024	05/08/2024		128.38	
	001-100-559 VERBATIM BLUE RAY WRITER			05132024	05/09/2024		128.39	
	001-100-535 T-SHIRT(11); SWEATSUIT(2)			05202024	05/16/2024		262.15	
	001-161-559 RETIREMENT AWARD: J BROWN			05212024	05/20/2024		219.99	
	001-090-682 AACE MEMBER DUES: FAGAN			05222024	05/21/2024		75.00	
	001-092-606 ONEWAY APP: JUN 2024			06032024	06/02/2024		75.00	
001	LEE N BOND, CUSTODIAN	242468	06/18/2024	06/11/2024			799.23	
	001-100-559 TAG RENEWALS			09252023	06/11/2024		29.50	
	001-100-535 BOOT REPAIR: D WILLIAMS			09252023	06/11/2024		10.00	
	001-100-535 UNI ALTERATN (4): HOLLOWAY			10042023	06/11/2024		55.64	
	001-100-535 UNI ALT(3)/PATCH(2): HOLLOWAY			10042023	06/11/2024		54.57	
	001-100-535 UNI PATCH: HOLLOWAY			10062023	06/11/2024		6.96	
	001-100-559 MASTER PADLOCK (5)			10102023	06/11/2024		21.33	
	001-100-559 4'X6' US FLAG			10122023	06/11/2024		38.50	
	001-100-559 CANDY: COMM TRUNK OR TREAT			10092023	06/11/2024		304.24	
	001-100-559 TAG RENEWAL			11152023	06/11/2024		14.75	
	001-100-559 OFFICER-YEAR AWARD			10172023	06/11/2024		50.00	
	001-100-559 TAG RENEWALS			01122024	06/11/2024		59.00	
	001-100-559 DUPL KEYS (4)			01172024	06/11/2024		17.25	
	001-100-559 TAG RENEWAL			02012024	06/11/2024		5.00	
	001-100-500 INDEX COLOR TAB DIVIDER			02282024	06/11/2024		2.13	
	001-100-559 TAG RENEWAL			03112024	06/11/2024		16.00	
	001-100-559 DUPL KEYS (4)			04022024	06/11/2024		20.00	
	001-100-559 LIGHT SWITCH AND PLATE			04112024	06/11/2024		12.97	
	001-100-559 SHIP EVIDENCE TO CA			04292024	06/11/2024		47.70	
	001-100-559 9V BATTERY 2PK			05072024	06/11/2024		8.93	

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001	LEE N BOND, CUSTODIAN	242468	06/18/2024	06/11/2024			799.23	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	SCREW(4);WASHER(25);NUT(25)		02262024	06/11/2024		10.51	
	001-100-559	SHIPPING: SAT COM REPR		06062024	06/11/2024		14.25	
001	H2O INNOVATION OPERATION & MAINTENANCE	242469	06/18/2024	06/11/2024			31,832.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-672	MAY 2024 MAINT OPS		2024-05	05/31/2024		31,832.51	
001	MISSISSIPPI POWER	242470	06/18/2024	06/11/2024			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	MAY 2024 LEASE: BACOT		0796886005	06/05/2024		1,155.00	
001	HENZE ENTERPRISES INC	242471	06/18/2024	06/11/2024			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4TN RAP: POTHOLES		32927	06/04/2024		160.00	
001	WARREN PAVING INC	242473	06/18/2024	06/11/2024			602.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	3.50 TN ASPHALT: POT HOLES		92862	06/05/2024		302.75	
	001-201-576	3.47 TN ASPHALT: POT HOLES		92862	06/05/2024		300.16	
001	C SPIRE WIRELESS	242474	06/18/2024	06/11/2024			1,245.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	05/31/2024		48.84	
	001-021-605	CITY MGR CELL PHONE		0030759348	05/31/2024		48.84	
	001-040-605	ADMIN CELL PHONE		0030759348	05/31/2024		83.32	
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	05/31/2024		259.73	
	001-090-698	IPAD SERVICE (3)		0030759348	05/31/2024		103.44	
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	05/31/2024		146.52	
	001-161-605	FIRE DEPT CELL PHONES		0030759348	05/31/2024		146.52	
	001-170-605	RECREATION CELL PHONES		0030759348	05/31/2024		254.08	
	001-205-605	MAINT CELL PHONES		0030759348	05/31/2024		153.71	
001	VIRTUAL DOXX CORPORATION	242478	06/18/2024	06/11/2024			2,560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAINT-SUPPORT 4/1/24-3/31/25		24-0040	04/01/2024		2,560.00	
001	FUELMAN	242479	06/18/2024	06/11/2024			3,232.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP66564350	06/03/2024		104.88	
	001-100-525	UNL FUEL		NP66564350	06/03/2024		2,498.05	
	001-161-525	UNL&DSL FUEL		NP66564350	06/03/2024		345.40	
	001-170-525	UNL FUEL		NP66564350	06/03/2024		284.14	
001	DEPT PUBLIC SAFETY	242480	06/18/2024	06/11/2024			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (MAY 2024)		90145716	06/05/2024		60.00	
001	FUELMAN	242482	06/18/2024	06/11/2024			3,378.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP66606276	06/10/2024		59.22	
	001-100-525	UNL FUEL		NP66606276	06/10/2024		2,515.54	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	242482	06/18/2024	06/11/2024			3,378.93	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-525	UNL&DSL FUEL	NP66606276	06/10/2024		460.95
001-170-525	UNL FUEL	NP66606276	06/10/2024		252.92
001-205-525	UNL&DSL FUEL	NP66606276	06/10/2024		90.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEAM ONE COMMUNICATIONS INC	242485	06/18/2024	06/12/2024			665.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-639	FACTORY REPR: APX6500 RADIO	1110022991	06/05/2024	240864	665.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	242486	06/18/2024	06/12/2024			2,218.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	TISSUE ROLLS 96/CS (5)	76833	05/22/2024	240874	284.75
001-092-510	#1508 MFB TOWEL CS (10)	76833	05/22/2024	240874	249.50
001-092-510	VB ROLL TOWELS 30/CS (10)	76833	05/22/2024	240874	349.50
001-092-510	PINE SOL 144OZ (3)	76833	05/22/2024	240874	44.85
001-092-510	PURELL SANITIZER 12OZ (12)	76833	05/22/2024	240874	71.40
001-092-510	WINDEX SPRAY 32OZ (8)	76833	05/22/2024	240874	42.32
001-092-510	PF LATEX GLOVE 100CT	76833	05/22/2024	240874	70.00
001-092-510	#91552 FOAMING SOAP CS	76833	05/22/2024	240874	69.75
001-092-510	FUSION TIME MIST SPRAY (12)	76833	05/22/2024	240874	69.00
001-092-510	D BATT 2 PACK (2)	76833	05/22/2024	240874	6.98
001-092-510	38X58 BLK LINER 100CT (2)	76833	05/22/2024	240874	69.90
001-092-510	30X36 WTE LINER 500CT (4)	76833	05/22/2024	240874	115.80
001-092-510	24X33 WTE LINER 500CT (4)	76833	05/22/2024	240874	131.80
001-092-510	CLOROX WIPES (12)	76833	05/22/2024	240874	59.40
001-092-510	LYSOL SPRAY 12/CS (2)	76833	05/22/2024	240874	167.76
001-092-510	16OZ COTTON MOP HEAD (4)	76833	05/22/2024	240874	26.00
001-092-510	#620 PLASTIC MOP HADNDLE (2)	76833	05/22/2024	240874	23.90
001-092-510	20" FLOOR PAD 5PK	76833	05/22/2024	240874	25.75
001-092-510	TOILET DEODORIZER 12PK	76833	05/22/2024	240874	36.00
001-161-510	BLEACH GAL (6)	76998	06/11/2024	240948	25.95
001-161-510	409 SPRAY 32OZ SPRAY (12)	76998	06/11/2024	240948	59.36
001-161-510	#1508 MFB TOWELS (5)	76998	06/11/2024	240948	124.75
001-161-510	DAWN 38OZ BOTTLE (8)	76998	06/11/2024	240948	55.60
001-161-510	COMET 21OZ CAN (12)	76998	06/11/2024	240948	20.28
001-161-510	SCRUBBING SPONGE 20CT	76998	06/11/2024	240948	17.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	242488	06/18/2024	06/12/2024			20.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	MSTAT: BURSE, GABRIEL	32217	06/07/2024	240623	20.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	242489	06/18/2024	06/12/2024			458.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	LONG CVR 1036938: EXMARKS	45338	05/06/2024	240814	77.00
001-170-639	SHORT CVR 1160094(3): EXMARKS	45338	05/06/2024	240814	207.00
001-170-639	NUT 104-8301: EXMARKS	45338	05/06/2024	240814	1.20
001-170-639	BOLT 108-5388: EXMARKS	45338	05/06/2024	240814	13.00
001-170-639	WHEEL SPACER 98-5967: EXMARKS	45338	05/06/2024	240814	13.00
001-170-639	COVER 1099057 (3): EXMARKS	45338	05/06/2024	240814	72.00
001-170-639	COVER 1099058 (3): EXMARKS	45338	05/06/2024	240814	75.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUNBELT FIRE INC	242490	06/18/2024	06/12/2024			18,579.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	REPR PARTS: E5		00013449	05/30/2024	230762	8,513.46	
	001-161-638	BODY REPR LABOR: E5		00013449	05/30/2024	230762	8,965.00	
	001-161-638	PAINT LABOR: E5		00013449	05/30/2024	230762	920.00	
	001-161-638	MISC COSTS: E5		00013449	05/30/2024	230762	180.96	
001	GLOBAL INDUSTRIAL	242491	06/18/2024	06/12/2024			499.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	60" IND CEILING FAN (3)		121927411	05/22/2024	240875	479.85	
	001-170-635	SHIPPING: SR CENTER		121927411	05/22/2024	240875	19.99	
001	SHERWIN-WILLIAMS COMPANY	242492	06/18/2024	06/12/2024			257.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	ANTI GRAFFITI CLEAR(2):BACOT		253A702554	06/10/2024	240886	257.68	
001	CUSTOM PRODUCTS CORPORATION	242493	06/18/2024	06/12/2024			1,299.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	36X36 ROAD MAY FLOOD (8)		INV7899	05/17/2024	240845	1,068.48	
	001-201-565	SHIPPING		INV7899	05/17/2024	240845	102.64	
	001-201-565	12X18 NO SWIMMMING (2)		INV8061	05/21/2024	240856	53.58	
	001-201-565	12X18 BEWARE - WILDLIFE (2)		INV8061	05/21/2024	240856	53.58	
	001-201-565	SHIPPING		INV8061	05/21/2024		21.41	
001	O'REILLY AUTO PARTS	242499	06/18/2024	06/12/2024			416.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	BATTERY: U #12559		1978331383	05/28/2024	240871	208.15	
	001-100-638	BATTERY: U #12558		1978330128	05/16/2024	240858	208.15	
001	SUN HERALD ADVERTISING	242501	06/18/2024	06/12/2024			247.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBL NOTICE: GPC 24-13-CU		252867	05/31/2024	240882	21.96	
	001-090-615	PUBL NOTICE: GPC 24-14-SE		252867	05/31/2024	240882	21.72	
	001-090-615	PUBL NOTICE: GPC 24-15-RZ		252867	05/31/2024	240882	23.28	
	001-090-615	PUBL NOTICE: GPC 24-16-RZ		252867	05/31/2024	240882	22.32	
	001-090-615	PUBL NOTICE: GPC 24-17-VAR		252867	05/31/2024	240882	20.04	
	001-040-615	BID AD: SWR MAIN REHAB PH2		252867	05/31/2024	240887	138.24	
001	DOUBLE R GAUTIER LLC	242502	06/18/2024	06/12/2024			560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	PALLET RAMEYS WATER (2)		158343	06/10/2024	240936	560.00	
001	SPORTABOUT	242503	06/18/2024	06/12/2024			357.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-504	RVRS BASKETBALL UNIFORM(17)		11438	06/06/2024	240937	357.00	
001	REEVES COMPANY INC	242504	06/18/2024	06/12/2024			71.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	#69 NAME PLATE (2)		493930	05/22/2024	240850	30.46	
	001-100-535	YD SERVING PIN (2)		493930	05/22/2024	240850	36.26	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REEVES COMPANY INC	242504	06/18/2024	06/12/2024			71.69	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-535 SHIPPING 493930 05/22/2024 240850						4.97	
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	242505	06/18/2024	06/12/2024			600.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-681 NEGOTIATIONS: WILLIAMS,J 101332 04/23/2024 240753						300.00	
	001-100-681 NEGOTIATIONS: POWELL,S 101332 04/23/2024 240753						300.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	242506	06/18/2024	06/12/2024			1,479.88	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-639 HANDCUFF POUCH #590 (2) 30786 05/31/2024 240879						100.00	
	001-100-639 ASP 21" ELECTROLESS (6) 30786 05/31/2024 240879						881.94	
	001-100-639 ASP CARRIER #15312 (6) 30786 05/31/2024 240879						300.00	
	001-100-639 S&W CHAIN LINK CUFFS (6) 30786 05/31/2024 240879						197.94	
001	AMAZON CAPITAL SERVICE	242508	06/18/2024	06/12/2024			232.32	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-577 CS ATHL FIELD MRKG PAINT(2) 1KRRF94131 06/04/2024 240918						149.90	
	001-100-500 BIC BLK PEN 36CT 147HDG9CG3 06/06/2024 240920						6.80	
	001-100-500 SHARPIE S GEL PEN 12CT 147HDG9CG3 06/06/2024 240920						12.65	
	001-100-500 50PC 3.5" PRONG FASTENER(2) 147HDG9CG3 06/06/2024 240920						25.46	
	001-100-500 HANGING WALL FILE BLK 147HDG9CG3 06/06/2024 240920						23.90	
	001-100-559 2" KEY CHN TAG WHT 40CT 147HDG9CG3 06/06/2024 240920						6.84	
	001-100-559 2" KEY CHN TAG BLU 40CT 147HDG9CG3 06/06/2024 240920						6.77	
001	AGJ SYSTEMS & NETWORKS INC	242510	06/18/2024	06/12/2024			1,200.81	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-704 DELL OPTIPLEX W11 PRO: COURT 114258 05/20/2024 240860						1,200.81	
001	OCCUPATIONAL HEALTH CENTER INC	242512	06/18/2024	06/12/2024			300.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-022-604 PRE-EMP PHYSICAL: BROWN,J 363441 06/04/2024 240872						75.00	
	001-022-604 QUICK DRUG SCRN: BROWN,J 363441 06/04/2024 240872						35.00	
	001-161-604 COC DRUG SCREEN: HADLEY,K 363441 06/04/2024 240880						70.00	
	001-161-604 PRE-EMP PHYSICAL: HADLEY,K 363441 06/04/2024 240880						75.00	
	001-161-604 PFT: HADLEY,K 363441 06/04/2024 240880						45.00	
001	MOTOROLA INC	242513	06/18/2024	06/12/2024			14,028.04	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-706 APX CONSOLETTE 8281907476 06/05/2024 240031						14,028.04	
001	COG 7M BOND ACCT	242515	06/18/2024	06/13/2024			208,950.44	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-000-104 TR MDOT WIRE: FUND 130 06142024 06/14/2024						208,950.44	

FUND TOTAL 1 Claims to Checks 66 Total 411,777.69 Manual Held Total 411,777.69

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	MISSISSIPPI POWER	242411	06/18/2024	06/06/2024			4,972.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
004-510-628	JUN 2024 LEASE: SOUND	0945635021	06/20/2024		4,972.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	LOWE'S	242437	06/18/2024	06/10/2024			104.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
004-510-559	MASTERLK HD COMBO (2)	981282	05/02/2024		37.96
004-510-586	6200SF LAWN SPRINKLER(2)	979825	05/02/2024		45.56
004-510-559	500' TWISTED POLY ROPE	994760	05/17/2024		8.53
004-510-559	300' YELLOW CAUTION TAPE	984744	05/24/2024		12.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	SINGING RIVER ELECTRIC COOPERATIVE	242484	06/18/2024	06/11/2024			1,386.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
004-510-631	AMPHITHEATER 118241002	06012024	06/07/2024		1,386.59

FUND TOTAL 4 Claims to Checks 3 Total 6,462.97 Manual Held Total 6,462.97

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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	242434	06/18/2024	06/10/2024			317,287.21	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	CONSTRUCTION 39.16%	19	06/05/2024		317,287.21

FUND TOTAL 130 Claims to Checks 1 Total 317,287.21 Manual Held Total 317,287.21

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	TCSWARE INC	242507	06/18/2024	06/12/2024			10,547.32	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	PANSNC W11 PRO TOUGHBOOK(2)	153211	06/06/2024	240716	5,273.66
156-100-799	PANSNC W11 PRO TOUGHBOOK(2)	153212	06/06/2024	240878	5,273.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	SIGNS FIRST GULPORT	242511	06/18/2024	06/12/2024			1,100.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	RETRACTABLE BANNER	GPT131493	06/03/2024	240474	200.00
156-100-799	8FT TABLE CLOTH	GPT131493	06/03/2024	240474	500.00
156-100-799	8'X 8' BACKDROP	GPT131493	06/03/2024	240474	400.00

FUND TOTAL 156 Claims to Checks 2 Total 11,647.32 Manual Held Total 11,647.32

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWE'S	242438	06/18/2024	06/10/2024			91.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	REACHER TOOL (1)	991314	04/26/2024		21.83
176-170-586	SELF TAP MTL SCREWS (2)	971917	04/29/2024		28.46
176-170-635	3CT HS NO MESS FOGGER (3)	994512	05/06/2024		41.28

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	242442	06/18/2024	06/10/2024			50.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-699	MAY 2024 BOX RENTAL	693490	05/31/2024		50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	242476	06/18/2024	06/11/2024			53.03	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	CELL PHONE	0030759348	05/31/2024		53.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SOUTHERN PIPE & SUPPLY CO INC	242494	06/18/2024	06/12/2024			1,779.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	2HP GRINDER PUMP: BATHHOUSE	9604574-00	05/24/2024	240881	1,779.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AMAZON CAPITAL SERVICE	242509	06/18/2024	06/12/2024			79.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-639	FUEL PUMP: POLARIS RANGER	1C9R9NNJCX	06/06/2024	240939	79.99

FUND TOTAL 176 Claims to Checks 5 Total 2,053.59 Manual Held Total 2,053.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	LOWE'S	242439	06/18/2024	06/10/2024			635.71	

Account Number	Description	Invoice #	Date	P.O.	Amount
304-510-752	FRAMING MATS: MTL BLDG SLAB	979775	05/02/2024		508.31
304-510-752	FRAMING MATS: MTL BLDG SLAB	979795	05/02/2024		122.00
304-510-752	FRAMING MATS: MTL BLDG SLAB	976010	05/02/2024		5.40

FUND TOTAL 304 Claims to Checks 1 Total 635.71 Manual Held Total 635.71

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	VULCAN CONSTRUCTION MATERIAL LLC	242414	06/18/2024	06/06/2024			287.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	.97 TN MDOT 100LB: ST ANN	1249570	05/15/2024		57.23
400-651-585	5.35 TN MS610: REPR DRIVE GV	1278076	05/28/2024		230.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S	242440	06/18/2024	06/10/2024			519.39	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-683	30LB GRASS SEED: H HILL	974015	04/30/2024		59.84
400-651-583	10LB GRASS SEED: CW WEBB SWR	974015	04/30/2024		19.94
400-651-683	40LB GRASS SEED: ST ANN	998793	05/08/2024		79.78
400-651-583	20LB HYD QK (2): MHOLE REPRS	972743	05/09/2024		50.32
400-651-581	15.7" SQ STONE(4): AUTO FLSHR	986092	05/14/2024		16.64
400-651-583	20A 250V OUTLT(2):B CASTELLE	989124	05/15/2024		12.70
400-650-635	ELEC BOX; 1G DUP OUTLT PLATE	993576	05/16/2024		2.63
400-650-635	SPRAY PNT (2);SHELF BRKT (2)	992610	05/16/2024		26.52
400-651-583	20LB POLYMER QK(3):MHOLE RPRS	991928	05/16/2024		76.89
400-651-581	GLV 90 ST ELBOW: MALL WELL	974396	05/20/2024		23.48
400-651-584	10'SS CHAIN(4);ANCH SHCKL(4)	982113	05/23/2024		120.90
400-651-584	6' LQ TGHT FLX 10 G CONDUIT	982113	05/23/2024		17.39
400-651-584	FITTINS: S PINE LS	982113	05/23/2024		12.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	242444	06/18/2024	06/10/2024			4,609.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	MAY 2024 PRINTING 2067001	0009990	05/31/2024		1,120.40
400-650-698	MAY 2024 POSTAGE 2067001	0009990	05/31/2024		3,488.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WM CORPORATE SERVICES INC	242465	06/18/2024	06/11/2024			1,761.69	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	4/30-5/29/24: TIMBERLANE	8336614768	06/03/2024		1,761.69

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	H2O INNOVATION OPERATION & MAINTENANCE	242467	06/18/2024	06/11/2024			183,082.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-672	MAY 2024 MAINT OPS	2024-05	05/31/2024		183,082.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	242472	06/18/2024	06/11/2024			700.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	4TN RAP: WTR REPR AUBURN	32927	06/04/2024		160.00
400-651-585	1TN RAP: WTR REPR HHGC	32927	06/04/2024		40.00
400-651-683	2TN RAP: CULVERT SWETMAN BCH	32927	06/04/2024		80.00
400-651-585	8CY FILL: SWR TAP GROUPER	32927	06/04/2024		120.00
400-651-585	6TN RAP: SWR TAP GROUPER	32927	06/04/2024		240.00
400-651-585	4CY FILL: SWR TAP GROUPER	32927	06/04/2024		60.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	242475	06/18/2024	06/11/2024			271,764.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	APR 2024 GARBAGE PMTS	04302024	04/30/2024		129,978.41
400-000-104	MAY 2024 GARBAGE PMTS	05312024	05/31/2024		141,786.27

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	242477	06/18/2024	06/11/2024			146.52	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 CELL PHONE			0030759348	05/31/2024			48.84
	400-650-605 METER READER CELL PHONES (2)			0030759348	05/31/2024			97.68
400	FUELMAN	242481	06/18/2024	06/11/2024			225.08	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP66564350	06/03/2024			225.08
400	FUELMAN	242483	06/18/2024	06/11/2024			177.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP66606276	06/10/2024			177.02
400	ACTION PRINTING CENTER INC	242487	06/18/2024	06/12/2024			243.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-500 WATER/SEWER APPLICATION(750)			3369	05/29/2024	240848		243.99
400	SOUTHERN PIPE & SUPPLY CO INC	242495	06/18/2024	06/12/2024			2,345.44	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-709 3/4X2.5 BRSS METER CLPG (8)			8941724-00	05/24/2024	240259		77.68
	400-651-584 4" S80 PVC UNION SXS (4)			9554793-00	05/24/2024	240855		303.24
	400-651-584 4 S40 PVC MALE ADAPTER (12)			9554793-00	05/24/2024	240855		150.12
	400-651-584 2X1-1/4 S40 PVC BUSHING (12)			9554793-00	05/24/2024	240855		35.40
	400-651-584 2HP AUTO GRINDER PUMP: GP-1			9604596-00	05/24/2024	240883		1,779.00
400	MICRO METHODS INC	242496	06/18/2024	06/12/2024			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 2ND SINGLE SAMPLE: LARK			2405449186	05/24/2024	240889		100.00
400	CENTRAL PIPE SUPPLY-JACKSON	242497	06/18/2024	06/12/2024			2,198.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 FORD BRSS CURB STOP 3/4"(18)			374208.004	06/05/2024	240869		1,112.94
	400-651-583 FORD BRSS CORP STOP 3/4"(16)			374208.003	06/04/2024	240869		751.20
	400-651-583 1"X200' BLK PLYFLX TUBING			374221.002	06/04/2024	240867		150.00
	400-651-583 3/4"X400' BLK PLYFLX TUBING			374221.003	06/04/2024	240867		184.00
400	COAST CHLORINATOR & PUMP CO INC	242498	06/18/2024	06/12/2024			1,356.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 PM KIT M500 HYDRO VACUUM REG			77414	05/29/2024	240885		195.00
	400-651-581 THREADED FILTER HOLDER			77414	05/29/2024	240885		32.00
	400-651-581 INLET ADAPTER/SEAL PLUG			77414	05/29/2024	240885		75.00
	400-651-581 SHOP LABOR HYDVR S/N: 24413			77414	05/29/2024	240885		175.00
	400-651-581 PM KIT M500 HYDRO VACUUM REG			77414	05/29/2024	240885		195.00
	400-651-581 THREADED FILTER HOLDER			77414	05/29/2024	240885		32.00
	400-651-581 SHOP LABOR HYDVR S/N: 22954			77414	05/29/2024	240885		175.00
	400-651-581 PM KIT M500 HYDRO VACUUM REG			77414	05/29/2024	240885		195.00
	400-651-581 THREADED FILTER HOLDER			77414	05/29/2024	240885		32.00
	400-651-581 SHOP LABOR HYDVR S/N: 14587			77414	05/29/2024	240885		175.00
	400-651-581 INLET ADAPTER/SEAL PLUG: Q3207			77414	05/29/2024	240885		75.00

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	242500	06/18/2024	06/12/2024			451.23	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	STARTER: GENERATOR & CORE	1978328250	04/29/2024	240771	551.23
400-651-698	CREDIT: CORE RTN	1978328576	05/02/2024	240771	-100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	242514	06/18/2024	06/12/2024			1,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	CONTROL PANEL (2): BAY POINT	461176	06/04/2024	240890	950.00
400-651-584	SHIPPING	461176	06/04/2024	240890	50.00

FUND TOTAL 400 Claims to Checks 17 Total 470,968.03 Manual Held Total 470,968.03

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	242446	06/18/2024	06/10/2024			106,310.40	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	MAY 2024 RES GARBAGE (6328)	0001392531	05/31/2024		106,310.40

FUND TOTAL 404 Claims to Checks 1 Total 106,310.40 Manual Held Total 106,310.40

Docket of Claims
Release date from 06/18/2024 thru 06/18/2024

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	66	Total	411,777.69	Manual	Held	Total	411,777.69
FUND 4	Claims	to	Checks	3	Total	6,462.97	Manual	Held	Total	6,462.97
FUND 130	Claims	to	Checks	1	Total	317,287.21	Manual	Held	Total	317,287.21
FUND 156	Claims	to	Checks	2	Total	11,647.32	Manual	Held	Total	11,647.32
FUND 176	Claims	to	Checks	5	Total	2,053.59	Manual	Held	Total	2,053.59
FUND 304	Claims	to	Checks	1	Total	635.71	Manual	Held	Total	635.71
FUND 400	Claims	to	Checks	17	Total	470,968.03	Manual	Held	Total	470,968.03
FUND 404	Claims	to	Checks	1	Total	106,310.40	Manual	Held	Total	106,310.40
Total for all Funds			Checks	96	Total	1,327,142.92	Manual	Held	Total	1,327,142.92

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Approval of Minutes from the Regular Council Meeting held June 4, 2024**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Regular Council Meeting held June 4, 2024

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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 June 4, 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 June 18, 2024.

Tuesday
June 4, 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 June 4, 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, 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. Present by teleconference was Councilman Cameron George.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 4, 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 Drive-in Movie Night, featuring Barbie, will be Friday, June 7th, beginning at 8pm at the former Singing River Mall Property.

2. Gautier's Farmers Market will be Saturday, June 8th from 8am until 12pm at the former Singing River Mall Property.

3. Tasty Thursday will be June 27th, starting at 11am at the former Singing River Mall Property.

4. Jackson County and the City of Gautier will be hosting a Community Campout at Shepard State Park on June 29th through June 30th (check-in will begin on June 29th at 1pm).

IV. Presentation Agenda

V. Business Agenda

1. **Creation, reclassification, and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions**

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

2. **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 the Recessed Council Meeting held May 21, 2024**
2. **Approval to retain Butler Snow LLP to prepare and submit the City of Gautier'sFiscal Year 2023 Financial Disclosure Statement**
3. **Approval of water and sewer adjustments for June 2024 in the amount of $25,972.77**
4. **Approval of lease purchase agreement with Community Bank for E-ONE Class A Pumper**

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 June 18, 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, as presented.
Councilman Colledge seconded the motion. The vote was carried unanimously.

Announcements

1. City of Gautier's Drive-in Movie Night, featuring Barbie, will be Friday, June 7th, beginning at 8pm at the former Singing River Mall Property.

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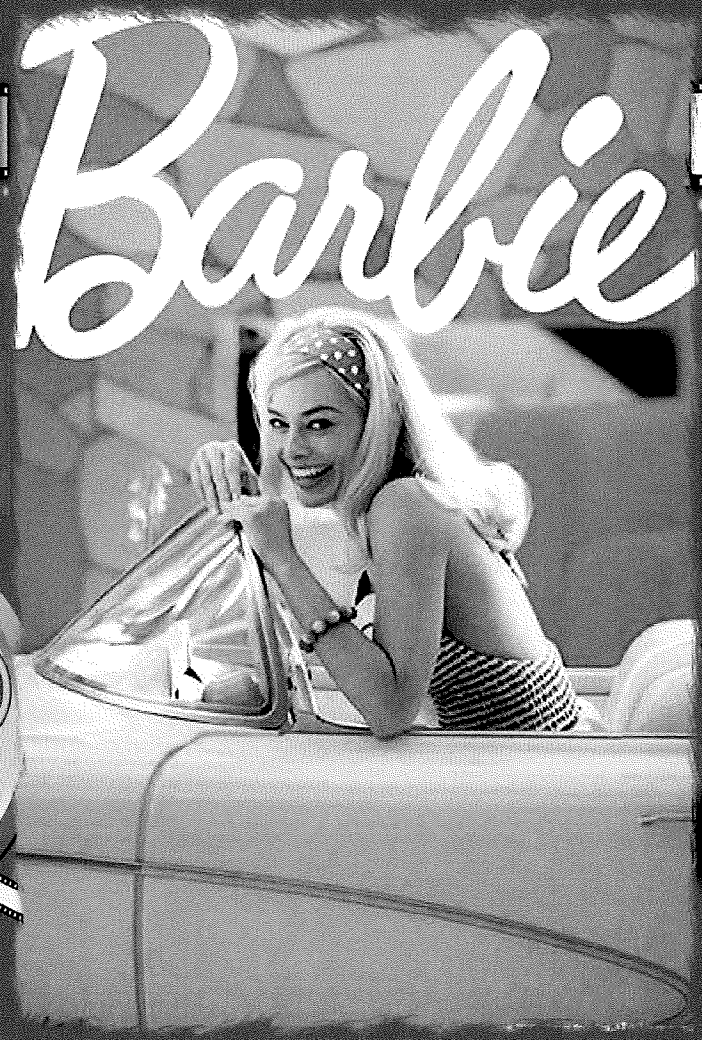
Presentation

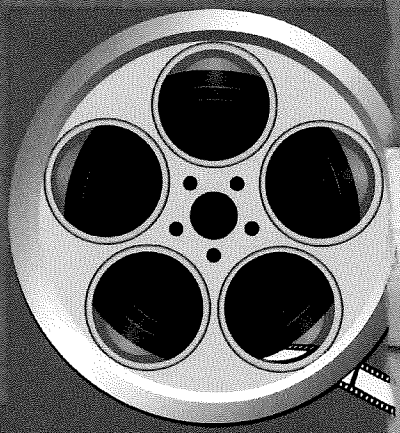
None

DRIVE-IN MOVIE

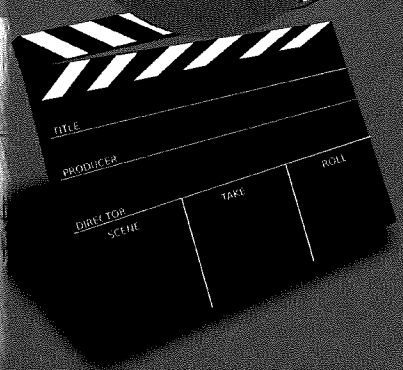
FEATURING

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI





FREE EVENT



FRIDAY JUN. 7TH 8:00 PM

2800 HWY 90

BRING YOUR LAWN CHAIRS & BLANKETS AND
ENJOY A MOVIE ON THE BIG SCREEN

JACKSON COUNTY AND THE CITY OF GAUTIER PRESENT
COMMUNITY CAMPOUT
JACKSON
GAUTIER
MISSISSIPPI
Free community event for all ages. Bring your own camping gear & personal items.
Register online with QR CODE or at https://secure.rec1.com/MS/jackson-county-ms/catalog?filter=c2VhcmNoPTI4OTMyMDU=
Shepard State Park - Gautier
1034 Graveline Rd
Check-In will be at the Pavilion
Questions: Gautier Parks & Recreation
228-497-2244 or
tgonzalez@gautier-ms.gov
NO alcohol, NO TVs, NO pets
- June 29 & 30, 2024
- Check-In starts at 1pm
- Outdoor/Camp Games - 3pm
- Bonfire/S'mores - 6pm
- Movie/Popcorn - 7:30pm
- Morning Hike - Sunday 7am
- Rental tents available
- Dinner, S'mores & Breakfast will be provided
Thank you to our sponsors:
bma BROWN, MITCHELL & ALEXANDER, INC.
Keesler Federal
ELLIOTT HOMES
WWB&S
AZZ
the human energy company

**NEW LOCATION **

Come be a part of the

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER

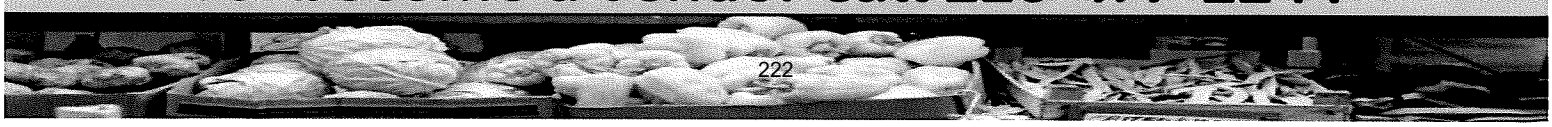
FARMER'S

MARKET

2ND SAT MAY- SEPT. 8AM-12PM

FORMER SINGING RIVER MALL PROPERTY 2800 HWY 90

To become a vendor call 228-497-2244



NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!

4TH

THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Councilman Colledge made the motion to approve the creation, reclassification, and elimination of specified positions, as well as the Revised Schedule of Authorized Positions, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 274-2024

ORDINANCE APPROVING CREATION, RECLASSIFICATION, AND ELIMINATION OF SPECIFIED POSITIONS, AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI ANNOTATED CODE 21-9-45, AUTHORIZING THE CITY COUNCIL TO CREATE, RECLASSIFY, AND ELIMINATE SPECIFIED POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended creation, reclassification and elimination of the following positions pursuant to Miss. Code Ann. 21-9-45:

1. Fire Department
    a. Create nine (9) Part Time Firefighters

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding to reflect these changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

A. The Gautier City Council held a public meeting on January 16, 2024, to consider creation, elimination and funding of specified positions, the reclassification of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

A. The Gautier City Council creates or funds the following positions:

1. Fire Department
    a. Nine (9) Part Time Firefighters

B. The Gautier City Council reclassifies the following positions:

1. None

C. The Official Schedule of Authorized Positions shall be amended as attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.

Thereupon, upon motion duly made by **Councilman Colledge**, seconded by **Councilman Anderson** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 4th day of June 2024.

_____
Casey Vaughan, Mayor

Attest: _____
Teresa L Montgomery
City Clerk

The Ordinance and Schedule of Authorized Positions will be available for viewing at Gautier City Hall, Gautier Public Library and Gautier Utilities Department.

CITY OF GAUTIER
MEMORANDUM

To: Paula S Yancey, City Manager

From: Teresa L Montgomery, City Clerk

Date: May 22, 2024

Subject: Request to Approve Nine (9) Part-time Firefighter Positions

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REQUEST:
The Fire Department requests that the Gautier City Council consider approving the creation of nine (9) part-time firefighter positions. This will provide a pool of three (3) candidates per shift to address minimum staffing requirements.

BACKGROUND:
Due to high turnover and recruitment issues, Fire Department personnel are currently working excessive over time hours in order to meet mandated minimum staffing requirements. This overtime expense is not a budgetary concern as it is funded by attrition. However, this constant overtime has resulted in personnel costs as our firefighters are currently suffering from work fatigue. As a result, the Fire Union requests that the City implement the Part Time Firefighter Program as specified in their contract. All requirements have been met to implement the program.

DISCUSSION:
The part-time firefighter program was developed and initially implemented in 2013. Although not utilized in recent years, the program has been updated to current standards. However, prior to program implementation, the Schedule of Authorized Positions must be amended to include staffing for the part-time firefighter positions. These part-time firefighters will be utilized to ensure minimum staffing requirements are met when full-time firefighters are absent due to scheduled leave and training.

Part-time firefighters will be fully certified and paid a rate of $18.00 per hour, plus FICA, Workers' Compensation and PERS contributions. Part-time firefighters will be paid out of the approved salary budget for FY 2024.

RECOMMENDATION:
It is recommended the Gautier City Council approve nine (9) part-time firefighter positions in order to implement the Part Time Firefighter Program for FY 2024.

SCHEDULE OF AUTHORIZED POSITIONS
Proposed JUN 04 2024

DEPARTMENT	PAY SCALE	PAY GRADE	FULL TIME	PART TIME	RESERVE (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender				Unfunded (1)	
Total Funded				**1**	
Total Non-Funded				**1**	
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant III	2080	11	Unfunded (1)		
Economic Developer			Unfunded (1)		
Total Funded			**1**		
Total Non-Funded			**2**		
GRANTS AND PROJECTS DEPT.					
Director	2080	22	1		
Media Coordinator	2080	18	1		
Project Specialist	2080	15	1		
Total Funded			**3**		
RECREATION DEPT.					
Director	2080	22	1		
Recreation Coordinator	2080	17	1		
Athletics Manager	2080	15	1		
Parks Supervisor	2080	14	1		
Crew Leader-Grounds/Maint Ops	2080	12	1		
Grounds-Maintenance Operator	2080	8	4		
Grounds-Maintenance Operator	**2080**	**8**	**Unfunded (1)**		
Custodian	2080	8	1		
Admnistrative Assistant I	2080	9	1		
Park Attendant	2080	8	1		
PT-Temp Grounds-Maint Operator	N/A	N/A		1	
Park Attendant	N/A	N/A		Unfunded (1)	
Student Administrative Clerk	N/A	N/A		Unfunded (1)	
Total Funded			**12**	**1**	
Total Non-Funded			**1**	**2**	
HUMAN RESOURCES DEPARTMENT					
Director			Unfunded (1)		
HR Specialist	2080	15	1		
Total Funded			**1**		
Total Non-Funded			**1**		

CITY CLERK DEPARTMENT			
City Clerk/Comptroller	2080	22	1
Assistant Comptroller	2080	19	1
Deputy City Clerk II	2080	16	1
Deputy City Clerk I	2080	15	1
Purchasing Agent	2080	14	1
Accounting Generalist	**2080**	**12**	**Unfunded (1)**
Administrative Assistant I	2080	9	1
Court Division			
Court Clerk	2080	17	1
Deputy Court Clerk II	2080	10	1
Deputy Court Clerk I	2080	9	1
Total Funded			**9**
Total Non-Funded			**1**

PLANNING DEPARTMENT			
Director/Building Official	2080	22	1
Planning Technician	2080	12	1
Building and Code Inspector	2080	17	1
Code Enforcement Officer	2080	11	3
Code Enforcement Officer	2080	11	Unfunded (1)
Administrative Assistant I	2080	9	1
Maintenance Division			
Head Mechanic	2080	18	1
Mechanic	2080	15	1
Multi-Craft Maintenance Worker	2080	18	1
Maintenance Helper	2080	9	1
Total Funded			**11**
Total Non-Funded			**1**

POLICE DEPARTMENT			
Police Chief	2080 A	22	1
Deputy Chief	2080 A	21	1
Captain	2080	15	2
Administrative Assistant IV	2080 A	14	1
Records Clerk	2080 A	8	1
CID			
Lieutenant	2080	14	1
Sergeant	2080	13	1
Detective	2080	12	3
FBI Task Force Officer	2080	12	1
DEA Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12	1

Patrol					
Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer	2184	9 or 10*	16		
Patrol Officer	2184	9 or 10*	Unfunded (4)		
TAC Officer	2080 A	14	1		
Dispatcher	2184	8	8		
Animal Control Officer	2080 A	11	1		
Traffic					
Traffic Sergeant	2080	10S	1		
Traffic Officer	2080	10	2		
Traffic Officer	2080	10	Unfunded (2)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21
Total Funded			**52**	**4**	**21**
Total Non-Funded			**6**		

** Probationary Officer Grade 9*

FIRE DEPARTMENT					
Fire Chief	2080 A	22	1		
Deputy Fire Chief/Fire Marshall	2080 A	21	1		
Fire Training Chief	2080 A	18	1		
Battalion Chief	2600	12	3		
Captain	2600	11	12		
Firefighter	2600	10	21		
Firefighter	2600	10	Unfunded (3)		
Firefighter - Part Time	**N/A**	**N/A**		**9**	
Total Funded			**39**	**9**	
Total Non-Funded			**3**		

PUBLIC WORKS DEPARTMENT					
Director	2080	22	1		
Utility Services Division					
Utility Services Manager	2080	18	1		
Utility Billing Supervisor	2080	15	1		
Utility Billing Clerk	2080	12	1		
Customer Service Representative	2080	8	3		
Meter Reader Crew Leader	2080	10	1		
Meter Reader	2080	9	3		
Total Funded			**11**		

Summary of Authorized Positions	Full Time	Part Time	Reserve Positions
Judicial: Funded		1	
Judicial: Non-funded		1	
Executive Dept: Funded	1		
Executive Dept: Non-funded	2		
Grants and Projects Dept	3		
Recreation Dept	12	1	
Recreation Dept: Non-funded	1	2	
Human Resources Dept: Funded	1		
Human Resources Dept: Non-funded	1		
City Clerk Dept	9		
City Clerk Dept: Non-funded	1		
Planning Dept: Funded	11		
Planning Dept: Non-funded	1		
Police Department: Funded	52	4	21
Police Department: Non-funded	6		
Fire Dept: Funded	39	**9**	
Fire Dept: Non-funded	3		
Public Works: Funded	11		
TOTAL	139	**15**	21
TOTAL NON-FUNDED	15	3	

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided all entries thereon are true, correct, properly entered and not fraudulent. Councilman Jackson 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 566-2024

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 Jackson,** and the following vote was recorded:

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 4, 2024.

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	242260	06/04/2024	05/28/2024			15,483.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 MAY 2024: MSP COMPLETE CARE			MSP-113596	05/01/2024			6,200.00
	001-092-606 MAY 2024: MS365 EXC (83)			113670	05/01/2024			415.00
	001-092-606 MAY 2024: MS365 BUS (35)			113670	05/01/2024			472.50
	001-092-606 MAY 2024: LITIGATN HOLD (18)			113670	05/01/2024			54.00
	001-092-606 MAY 2024: BACKUP SERVER (2)			113695	05/01/2024			600.00
	001-092-606 JUN 2024: MSP COMPLETE CARE			MSP-114291	06/01/2024			6,200.00
	001-092-606 JUN 2024: MS365 EXC (83)			114369	06/01/2024			415.00
	001-092-606 JUN 2024: MS365 BUS (35)			114369	06/01/2024			472.50
	001-092-606 JUN 2024: LITIGATN HOLD (18)			114369	06/01/2024			54.00
	001-092-606 JUN 2024: BACKUP SERVER (2)			114395	06/01/2024			600.00
001	SUN HERALD	242261	06/04/2024	05/28/2024			971.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-559 52 WK SUBSCRIPTION			BLX2003375	06/23/2024			971.14
001	GLOBALSTAR	242270	06/04/2024	05/28/2024			102.17	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			0070487953	05/16/2024			102.17
001	C SPIRE WIRELESS	242273	06/04/2024	05/28/2024			896.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-606 MODEM DATA PLAN (26) MAY 24			3000848065	05/02/2024			896.48
001	C SPIRE WIRELESS	242274	06/04/2024	05/28/2024			971.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
232	001-100-605 POLICE CELLS			0032680896	05/11/2024			488.40
	001-100-605 DATA CARDS (14)			0032680896	05/11/2024			482.72
001	AT&T	242276	06/04/2024	05/28/2024			38.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 NCIC LINE MONITORING			2284970262	05/14/2024			38.12
001	AT&T	242277	06/04/2024	05/28/2024			4,632.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			2284978000	05/14/2024			4,632.20
001	RJ YOUNG COMPANY LLC	242280	06/04/2024	05/28/2024			1,032.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 GSHZ00-01 RENTAL FEE			INV6923592	05/14/2024			470.88
	001-092-698 IM C8000 USAGE: B/W			INV6923592	05/14/2024			168.62
	001-092-698 IM C8000 USAGE: COLOR			INV6923592	05/14/2024			213.98
	001-090-698 MP C4504 USAGE: B/W			INV6923592	05/14/2024			24.86
	001-090-698 MP C4504 USAGE: COLOR			INV6923592	05/14/2024			153.94
001	RJ YOUNG COMPANY LLC	242282	06/04/2024	05/28/2024			76.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 LEXMARK C4150: BASE FEE			INV6916656	05/08/2024			38.00
	001-100-699 RICO IM C2500:BASE FEE			INV6916656	05/08/2024			37.55

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	242282	06/04/2024	05/28/2024			76.51	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 IM C2500 USAGE: B/W			INV6916656	05/08/2024		.96	
001	RJ YOUNG COMPANY LLC	242283	06/04/2024	05/28/2024			266.98	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 FNK100-01 RENTAL FEE			INV6925267	05/15/2024		216.47	
	001-100-699 ADMIN FEE			INV6925267	05/15/2024		8.00	
	001-100-699 MP C2504EX USAGE:COLOR			INV6925267	05/15/2024		42.51	
001	RJ YOUNG COMPANY LLC	242284	06/04/2024	05/28/2024			121.14	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 GEMG00-01 RENTAL FEE			INV6937107	05/22/2024		113.14	
	001-161-698 ADMIN FEE			INV6937107	05/22/2024		8.00	
001	SPARKLIGHT	242286	06/04/2024	05/28/2024			136.51	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 MAY 2024:POLICE 107718371			05082024	05/08/2024		136.51	
001	SPARKLIGHT	242287	06/04/2024	05/28/2024			71.37	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 MAY 2024:CBL BOX 118476316			05082024	05/08/2024		71.37	
001	SPARKLIGHT	242288	06/04/2024	05/28/2024			106.66	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 JUN 2024:CFD 122024086			05232024	05/23/2024		106.66	
001	SPARKLIGHT	242289	06/04/2024	05/28/2024			96.71	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 JUN 2024:NFD 122024383			05232024	05/23/2024		96.71	
001	SPARKLIGHT	242290	06/04/2024	05/28/2024			96.71	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-698 JUN 2024:SFD 122025091			05232024	05/23/2024		96.71	
001	SPARKLIGHT	242291	06/04/2024	05/28/2024			127.95	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-698 JUN 2024:GARAGE 134679919			05202024	05/20/2024		127.95	
001	SPARKLIGHT	242292	06/04/2024	05/28/2024			230.88	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-698 JUN 2024:BACOT#135939403			05232024	05/23/2024		230.88	
001	FUELMAN	242296	06/04/2024	05/29/2024			3,168.76	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-525 UNL FUEL			NP66478726	05/20/2024		42.63	
	001-100-525 UNL FUEL			NP66478726	05/20/2024		2,284.17	
	001-161-525 UNL&DSL FUEL			NP66478726	05/20/2024		573.92	
	001-170-525 UNL FUEL			NP66478726	05/20/2024		268.04	

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	242298	06/04/2024	05/29/2024			4,200.07	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP66501053	05/27/2024		65.30
001-100-525	UNL FUEL	NP66501053	05/27/2024		3,126.22
001-161-525	UNL&DSL FUEL	NP66501053	05/27/2024		491.34
001-170-525	UNL FUEL	NP66501053	05/27/2024		425.52
001-205-525	UNL&DSL FUEL	NP66501053	05/27/2024		91.69

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	242300	06/04/2024	05/29/2024			2,346.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	05182024	08/23/2024		1,735.06
001-201-629	SIGNAL LIGHT 89113001	05182024	08/23/2024		66.17
001-170-631	CITY PARK RESTRMS 89912001	05182024	08/23/2024		165.80
001-201-633	STREET LIGHTS 90345002	05182024	08/23/2024		195.13
001-092-631	RECORDS BLDG 90790001	05182024	08/23/2024		135.68
001-170-631	FRAZIER RESTRMS 98546001	05182024	08/23/2024		48.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	242301	06/04/2024	05/29/2024			116.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-631	SPORTS PAVILION 66582005	05182024	05/23/2024		83.42
001-170-631	FITNESS TRAIL 109268001	05182024	05/23/2024		32.69

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	242302	06/04/2024	05/29/2024			884.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	05182024	05/23/2024		51.67
001-201-633	DOLPHIN ST 94988002	05182024	05/23/2024		59.07
001-201-633	DOLPHIN ST 94989002	05182024	05/23/2024		72.30
001-201-633	DOLPHIN ST 94990002	05182024	05/23/2024		657.18
001-092-631	BELK SIGN 97127001	05182024	05/23/2024		44.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	242303	06/04/2024	05/29/2024			494.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	05192024	05/24/2024		258.12
001-170-631	BACOT SPLASHPAD 103751001	05192024	05/24/2024		31.83
001-170-631	BACOT UPGRADES 113730001	05192024	05/24/2024		54.31
001-170-631	BACOT 114484001	05192024	05/24/2024		150.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	242305	06/04/2024	05/29/2024			9,827.02	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10054	05182024	05/23/2024		7,055.45
001-092-631	CITY HALL 10045	05182024	05/23/2024		877.98
001-201-633	WM PAYNE 10045/100244008	05182024	05/23/2024		54.25
001-170-631	FRAZIER PARK 10054	05182024	05/23/2024		63.50
001-170-631	SENIOR BLDG 10054	05182024	05/23/2024		295.27
001-170-631	CITY PARK 10054	05182024	05/23/2024		134.49
001-161-631	CENTRAL FD 10054	05182024	05/23/2024		372.01
001-092-631	PUBLIC WORKS 10054	05182024	05/23/2024		300.33
001-092-631	HW 90 SIGN 10054	05182024	05/23/2024		35.49
001-201-629	SIGNAL LIGHTS 10054	05182024	05/23/2024		638.25

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	242306	06/04/2024	05/29/2024			761.18	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-631 BROWN FD 95237002			05152024	05/22/2024			468.12
	001-161-631 MARIN BLUFF FD 58380001			05152024	05/22/2024			212.21
	001-201-629 SIGNAL LIGHTS 17546			05152024	05/22/2024			39.35
	001-092-631 CITY LIMIT SIGN 17546			05152024	05/22/2024			41.50
001	SINGING RIVER ELECTRIC COOPERATIVE	242309	06/04/2024	05/29/2024			584.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-631 ROUNDABOUT 102311004			05182024	05/23/2024			30.00
	001-201-633 WM PAYNE 100245001			05182024	05/23/2024			63.58
	001-170-631 BACOT LIGHTS 10137			05182024	05/23/2024			273.63
	001-201-629 SIGNAL LIGHTS 10138			05182024	05/23/2024			127.29
	001-170-631 SRM PW BOX 8 14459007			05182024	05/23/2024			30.00
	001-170-631 DOLPHIN PW BOX 6 110759006			05182024	05/23/2024			30.00
	001-170-631 SRM VENUE 104312012			05182024	05/23/2024			30.00
001	SEYMOUR ENGINEERING PLLC	242311	06/04/2024	05/29/2024			11,250.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-603 DESIGN: W&S MALL PROP			9082	05/25/2024			11,250.00
001	SEYMOUR ENGINEERING PLLC	242313	06/04/2024	05/29/2024			10,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-603 BIDDING: LIFT STN UPGS			9081	05/25/2024			10,000.00
001	RIDGDELL BROS INC	242321	06/04/2024	05/29/2024			2,604.99	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-520 BED MAINT: ENT SIGNS			23083000	05/28/2024			1,006.66
	001-201-679 LAWN MAINT: SOUTH HWY 90			23082999	05/28/2024			615.00
	001-201-679 LAWN MAINT: HWY 90 INTS			23082997	05/28/2024			983.33
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	242326	06/04/2024	05/29/2024			550.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-642 STEAK & STAKE SPONSOR: MENTOR			06202024	05/28/2024			550.00
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	242331	06/04/2024	05/29/2024			1,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-645 2024 EVENT SPONSORSHIP			05292024	05/29/2024			1,000.00
001	PASCAGOULA SHEET METAL WORKS INC	242340	06/04/2024	05/29/2024			1,600.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-639 REPR FORKS: FORKLIFT			80164	05/21/2024	240849		1,600.00
001	SUNBELT FIRE INC	242343	06/04/2024	05/29/2024			3,537.71	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-638 STRAP T-BOLT LG SS (2):E3			00013203	05/23/2024	240853		717.98
	001-161-638 TANK STRAP PAD RBR X LTH (9)			00013203	05/23/2024	240853		107.91
	001-161-638 FREIGHT			00013203	05/23/2024	240853		72.02
	001-161-638 UNI-GOVERNOR CLASS 1: ENG 4			13323	05/28/2024	240892		2,617.80
	001-161-638 FREIGHT			13323	05/28/2024	240892		22.00

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	242344	06/04/2024	05/29/2024			1,195.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	DIAGNOSTIC: WEST STN A/C		W1147593	05/16/2024	240795	325.00	
	001-161-635	PARTS: BLOWER MTR; 60A BRKR		W1147593	05/16/2024	240795	720.88	
	001-161-635	LABOR		W1147593	05/16/2024	240795	150.00	
001	MS ASSOC OF CHIEFS OF POLICE	242345	06/04/2024	05/29/2024			205.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	NATL DISPATCHER TEST (10)		SA58066	05/13/2024	240847	180.00	
	001-022-660	SHIPPING: NDST		SA58066	05/13/2024	240847	25.00	
001	CUSTOM PRODUCTS CORPORATION	242346	06/04/2024	05/29/2024			173.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	S1824W18HA 18X24 CHEVRON (6)		INV7421	05/09/2024	240844	152.16	
	001-201-565	SHIPPING		INV7421	05/09/2024	240844	21.39	
001	GULF COAST ARMY NAVY STORE	242348	06/04/2024	05/29/2024			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	DUTY BOOTS: STONEWALL		487179	05/10/2024	240773	100.00	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	242350	06/04/2024	05/29/2024			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	2X10 DOOR PLATE W/ HLDR (6)		2402110	02/28/2024	240528	120.00	
	001-100-635	2X10 DOOR PLATE NO HOLDER (5)		2402110	02/28/2024	240528	60.00	
001	LEE TRACTOR CO OF MISSISSIPPI INC	242351	06/04/2024	05/29/2024			280.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	KUB 15531-64017 ASSY DYNAMO		PI15158	05/20/2024	240866	280.40	
001	TIFFANY NOELLE POWER	242355	06/04/2024	05/29/2024			395.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	40HR BASIC 911 OFCR: WYATT,K		2024-002	05/09/2024	240842	395.00	
001	ZANE BARRON	242356	06/04/2024	05/29/2024			850.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	TERMITE TRMT: SR CENTER		05282024	05/28/2024	240888	850.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	242357	06/04/2024	05/29/2024			1,011.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	HD PACKING TAPE 6PK		6002204782	05/08/2024	240828	11.50	
	001-040-559	CHAIR MAT 36"X48" (2)		6002204782	05/08/2024	240828	62.28	
	001-040-500	BRO TN-221 MAG STD TONER		6002204782	05/08/2024	240828	61.94	
	001-040-500	BRO TN-221 CYAN STD TONER		6002204782	05/08/2024	240828	61.94	
	001-040-500	DAB N SEAL 4PK		6002204782	05/08/2024	240828	6.37	
	001-040-500	BRO TN-221 BLK STD TONER		6002204782	05/08/2024	240828	75.49	
	001-040-500	BROTHER DR-221 DRUM 4PK		6002204782	05/08/2024	240828	132.98	
	001-022-500	HP 950XL/951 HY BK/C/Y/M		6002204782	05/08/2024	240828	119.01	
	001-040-500	#19 RUBBER BANDS 1500 PK		6002204782	05/08/2024	240828	3.15	
	001-040-500	LEXMARK 501 BLK HY TONER(2)		6002204782	05/08/2024	240828	350.78	
	001-040-500	STICKY NOTE 3X3 12PK		6002204782	05/08/2024	240828	3.96	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	242357	06/04/2024	05/29/2024			1,011.89	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-500 BRO TN770 EXTRA HY BLK TONER			6002204782	05/08/2024	240828	122.49	
001	CUPIT SIGNS OF MISSISSIPPI INC	242360	06/04/2024	05/29/2024			384.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-615 4X8 TASTY THURSDAY BANNER(2)			36280F	04/15/2024	240731	384.00	
001	WARING OIL COMPANY LLC	242361	06/04/2024	05/29/2024			3,812.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-525 87 UNL FUEL: 1250 GAL			329544	05/16/2024	240846	3,812.50	
001	INTAPOL INDUSTRIES INC	242362	06/04/2024	05/29/2024			754.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 STL TOE ROAD BOOTS			31947	01/24/2024	240353	329.99	
	001-100-535 MOTORCYCLE BREECHES NAVY(3)			31947	01/24/2024	240353	389.97	
	001-100-535 SHIPPING			31947	01/24/2024	240353	34.99	
001	COASTAL FIRE AND SAFETY LLC	242363	06/04/2024	05/29/2024			262.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 ACCESS PROXIMITY CARD (50)			34590	04/14/2024	240657	262.50	
001	AMAZON CAPITAL SERVICE	242364	06/04/2024	05/29/2024			408.93	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-559 WATER TEMP SENSOR: KUBOTA			17KNPYK13G	05/07/2024	240822	21.99	
	001-205-559 COMP CYL HEAD/FULL GSKT KIT			17KNPYK13G	05/07/2024	240822	329.99	
	001-205-559 2PC CABINET CAM LOCK			17KNPYK13G	05/07/2024	240822	9.95	
	001-205-559 SHIPPING			17KNPYK13G	05/07/2024	240822	47.00	
001	MOTOROLA SOLUTIONS INC	242365	06/04/2024	05/29/2024			1,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 4RE POE SWITCH (4)			8281848759	03/19/2024	240593	1,000.00	
001	OCCUPATIONAL HEALTH CENTER INC	242367	06/04/2024	05/29/2024			145.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PRE-EMP PHYSICAL: BIRD,S			363030	05/21/2024	240859	75.00	
	001-100-604 COC DRUG SCREEN: BIRD,S			363030	05/21/2024	240859	70.00	
001	MOTOROLA INC	242369	06/04/2024	05/29/2024			680.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-706 APX RACK MOUNT KIT			8281889333	05/10/2024	240031	680.00	

FUND TOTAL 1 Claims to Checks 51 Total 90,222.97 Manual Held Total 90,222.97

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	GOTTFRIED CONSTRUCTION LLC	242318	06/04/2024	05/29/2024			282,228.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
003-721-713	LS UPGRADES 25%	5	05/28/2024		282,228.00

FUND TOTAL 3 Claims to Checks 1 Total 282,228.00 Manual Held Total 282,228.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	HUB INTERNATIONAL	242262	06/04/2024	05/28/2024			37,922.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-625 AMPHITHEATER; RESTROOMS(4)			3654498	05/21/2024		35,359.00	
	004-510-625 SURPLUS LINES TAX			3654498	05/21/2024		1,414.36	
	004-510-625 STAMPING FEE			3654498	05/21/2024		88.42	
	004-510-625 MWUA HURRICANE TAX			3654498	05/21/2024		1,060.77	
004	MISSISSIPPI POWER	242268	06/04/2024	05/28/2024			4,972.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-628 MAY 2024 LEASE: SOUND			0945635021	05/20/2024		4,972.00	
004	LENA'S LAUNDRY LLC	242269	06/04/2024	05/28/2024			71.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-699 35.75 LBS LAUNDRY			170	05/26/2024		71.50	
004	SPARKLIGHT	242272	06/04/2024	05/28/2024			1,790.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-699 5/20-6/19/24 SERV: 140013863			05192024	05/19/2024		1,690.00	
	004-510-699 SALE TAX TD: SET UP INCORR			05192024	05/19/2024		100.50	
004	RIDGDELL BROS INC	242322	06/04/2024	05/29/2024			3,962.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-680 LAWN MAINT: THE SOUND			23082998	05/28/2024		3,695.83	
	004-510-699 GNAT-INSECT APPLICATION			23083001	05/28/2024		267.00	

FUND TOTAL 4 Claims to Checks 5 Total 48,719.38 Manual Held Total 48,719.38

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GULF COAST BUSINESS SUPPLY CO	242342	06/04/2024	05/29/2024			9,735.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	BAJA 4 LEG CHAIR (20)	266497	05/20/2024	240779	4,345.00
156-100-799	OCALA TABLE 24X66 (10)	266497	05/20/2024	240779	1,969.00
156-100-799	OCALA BASE 24X66 (10)	266497	05/20/2024	240779	3,421.00

FUND TOTAL 156 Claims to Checks 1 Total 9,735.00 Manual Held Total 9,735.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	242242	06/04/2024	05/20/2024			3,652.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	MAY 2024	05/20/2024		3,652.75

FUND TOTAL 172 Claims to Checks 1 Total 3,652.75 Manual Held Total 3,652.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	FOSTERS A/C & HEATING INC	242263	06/04/2024	05/28/2024			167.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 R2 ESA CLEANING: LOBBY P1146585 05/13/2024						167.50	
176	GRAND VIEW SECURITY LLC	242264	06/04/2024	05/28/2024			2,050.00	
	176-170-699 ANNUAL SERVICE: SSP GATE 2405011300 05/20/2024						1,800.00	
	176-170-699 LIFTMASTER GATE ACCESS SYSTEM 2405011300 05/20/2024						250.00	
176	AT&T	242278	06/04/2024	05/28/2024			111.70	
	176-170-605 MTHLY SERVICE 2 LINES 2284792244 05/14/2024						111.70	
176	SPARKLIGHT	242293	06/04/2024	05/28/2024			214.39	
	176-170-699 JUN 2024:SSP 132698937 05202024 05/20/2024						214.39	
176	SPARKLIGHT	242294	06/04/2024	05/28/2024			127.95	
	176-170-699 JUN 2024:SSP 136075116 05232024 05/23/2024						127.95	
176	SINGING RIVER ELECTRIC COOPERATIVE	242310	06/04/2024	05/29/2024			1,590.68	
	176-170-631 PARK FACILITIES 76854002 05192024 05/24/2024						1,152.89	
	176-170-631 HOUSE 76855002 05192024 05/24/2024						55.40	
	176-170-631 SSP WELCOME CENTER 108928002 05192024 05/24/2024						352.28	
	176-170-631 DUMP STATION 109931001 05192024 05/24/2024						30.11	

FUND TOTAL 176 Claims to Checks 6 Total 4,262.22 Manual Held Total 4,262.22

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Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC	242307	06/04/2024	05/29/2024			13,760.00	
	Account Number 177-176-762	Description ENG DESIGN/BIDDING 85%		Invoice # 9080	Date 05/25/2024	P.O.	Amount 13,760.00	
177	GULF COAST SOLUTIONS LLC	242308	06/04/2024	05/29/2024			162,894.19	
	Account Number 177-176-720	Description SSP EXPANSION 29%		Invoice # 2	Date 05/28/2024	P.O.	Amount 162,894.19	

FUND TOTAL 177 Claims to Checks 2 Total 176,654.19 Manual Held Total 176,654.19

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	242314	06/04/2024	05/29/2024			6,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
300-600-603	TOPOGRAPHIC SURVEY	9083	05/25/2024		6,500.00

FUND TOTAL 300 Claims to Checks 1 Total 6,500.00 Manual Held Total 6,500.00

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Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	242304	06/04/2024	05/29/2024			24,300.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
304-510-763	TO #7: CONST ADMIN 100	9079	05/25/2024		10,000.00
304-510-763	TO #7: RES PROJ REP 100%	9079	05/25/2024		14,300.00

FUND TOTAL 304 Claims to Checks 1 Total 24,300.00 Manual Held Total 24,300.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	242312	06/04/2024	05/29/2024			20,530.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
362-600-762	ENG DESIGN 15%	9085	05/25/2024		20,530.00	20,530.00

FUND TOTAL 362 Claims to Checks 1 Total 20,530.00 Manual Held Total 20,530.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	242239	06/04/2024	05/20/2024			43,427.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-821	ST LNS #3 90/57 SWR	05092024	05/09/2024		7,877.45
400-680-822	ST LNS #4 90/57 WTR	05092024	05/09/2024		10,948.67
400-680-822	ST LNS #4 90/57 SWR	05092024	05/09/2024		9,019.22
400-680-823	ST LNS #5 ALLEN RD	05092024	05/09/2024		2,149.95
400-680-824	ST LNS #6 OLD SPAN TR	05092024	05/09/2024		3,765.83
400-680-825	ST LNS #7 OLD SPAN TR	05092024	05/09/2024		9,665.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	242240	06/04/2024	05/20/2024			24,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-900-950	JUN 2024: 2018 BOND DS	06012024	06/01/2024		24,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	242241	06/04/2024	05/20/2024			32,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-900-950	JUN 2024: 2019 BOND DS	06012024	06/01/2024		32,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	242265	06/04/2024	05/28/2024			223,406.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-668	JUN 2024 TREATMENT CHGS	2583	06/01/2024		223,406.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REGIONS BANK CORPORATE TRUST	242266	06/04/2024	05/28/2024			233,897.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-818	PRN: S2020 BOND 11504	G067Z08	05/05/2024		214,000.00
400-680-819	INT: S2020 BOND 11504	G067Z08	05/05/2024		19,897.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REGIONS BANK CORPORATE TRUST	242267	06/04/2024	05/28/2024			2,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-680-803	S2013 #5703 BOND FEE	116183	04/10/2024		2,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	242275	06/04/2024	05/28/2024			200.47	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	JUN 2024: 118901040 INTERNET	05162024	05/16/2024		180.88
400-650-698	COMB ACCTS BAL DUE LESS ADJS	05162024	05/16/2024		19.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	242279	06/04/2024	05/28/2024			81.06	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-605	MONTHLY SERVICES	2284972276	05/06/2024		81.06

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	TYLER TECHNOLOGIES INC	242281	06/04/2024	05/28/2024			39,428.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	07/24-06/25 ERP PRO ANNUAL FEE	025-467233	06/01/2024		39,428.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	242285	06/04/2024	05/28/2024			208.58	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	GSI100-01 RENTAL FEE	INV6923593	05/14/2024		166.49
400-650-698	IM C4500 USAGE:B/W	INV6923593	05/14/2024		4.86
400-650-698	IM C4500 USAGE:COLOR	INV6923593	05/14/2024		37.23

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	242295	06/04/2024	05/28/2024			691.37	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	BASE RATE:05/08-06/04/24	227-050824	05/08/2024		585.00
400-650-698	PAPER INVOICE FEE	227-050824	05/08/2024		10.00
400-650-698	HOLIDAY CHGS	227-050824	05/08/2024		15.00
400-650-698	567 AGENT MTS:4/10-5/07/24	227-050824	05/08/2024		81.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	242297	06/04/2024	05/29/2024			159.66	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP66478726	05/20/2024		159.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	242299	06/04/2024	05/29/2024			207.01	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP66501053	05/27/2024		207.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	242315	06/04/2024	05/29/2024			1,675.48	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	CITY HALL WELL 114046001	05182024	05/23/2024		1,675.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	242316	06/04/2024	05/29/2024			2,754.05	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	CARTER RD WTR TANK 109812001	05152024	05/22/2024		31.08
400-651-631	LIFT STATIONS 20649	05152024	05/22/2024		1,053.26
400-651-631	LIFT STATIONS 28779	05152024	05/22/2024		222.84
400-651-631	SCHOONER WELL 20688	05122024	05/17/2024		1,242.87
400-651-631	LIFT STATIONS 20688	05122024	05/17/2024		204.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	242317	06/04/2024	05/29/2024			5,671.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 89627001	05172024	05/22/2024		79.14
400-651-631	LIFT STNS 89702001	05172024	05/22/2024		30.00
400-651-631	LIFT STNS 17881	05172024	05/22/2024		2,956.89
400-651-631	WATER WELLS 17881	05172024	05/22/2024		2,605.35

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	242319	06/04/2024	05/29/2024			9,815.48	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	IONIZATION PLANT 99216002	05182024	05/23/2024		267.41
400-651-631	LIFT STNS 17882	05182024	05/23/2024		2,431.60
400-651-631	WATER WELLS 17882	05182024	05/23/2024		4,561.08
400-651-631	CITY HALL SOUTH 17882	05182024	05/23/2024		2,555.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	242320	06/04/2024	05/29/2024			5,179.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	05192024	05/24/2024		243.16
400-651-631	LIFT STNS 17883	05192024	05/24/2024		2,554.17
400-651-631	LIFT STNS 17884	05192024	05/24/2024		1,161.02
400-651-631	LIFT STNS 114260001	05182024	05/24/2024		1,220.99

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY CO INC	242347	06/04/2024	05/29/2024			665.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-583 8X12.5 FCC W/2" IPS TAP 9469101-01 05/17/2024 240767						315.00	
	400-651-683 8'X112.5S STRAW BLANKET(10) 9555245-00 05/17/2024 240833						350.00	
400	MICRO METHODS INC	242349	06/04/2024	05/29/2024			100.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 SINGLE SAMPLE: LARK WELL #1 2405329186 05/17/2024 240861						100.00	
400	CENTRAL PIPE SUPPLY-JACKSON	242353	06/04/2024	05/29/2024			5,396.42	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-583 RED RB FF GASKET 4X1/8 (8) 372618.001 05/13/2024 240825						53.60	
	400-651-583 PVC S80 90 ELL S/W 4" (24) 372618.001 05/13/2024 240825						498.00	
	400-651-583 PVC S80 TEE S/W 4" (23) 372618.001 05/13/2024 240825						668.84	
	400-651-583 PVC S80 UNION S/W 4" (6) 372618.001 05/13/2024 240825						371.10	
	400-651-583 PVC S80 TEE S/W 4" 372618.002 05/13/2024 240825						29.08	
	400-651-584 BRNZ BALL VLV IMPORT 3/4"(12) 374208.001 05/23/2024 240869						174.60	
	400-651-583 FORD BRS MALE ADPTR 1"(12) 374208.001 05/23/2024 240869						305.88	
	400-651-583 FORD BRS CORP STOP 3/4"(8) 374208.001 05/23/2024 240869						375.60	
	400-651-583 FORD BRS MALE ADPTR 3/4"(24) 374208.001 05/23/2024 240869						559.68	
	400-651-583 FORD BRS CPLG 3/4"(12) 374208.001 05/23/2024 240869						459.60	
	400-651-583 FORD BRS TEE 3/4X3/4X1(12) 374208.001 05/23/2024 240869						810.96	
	400-651-583 FORD BRS CURB STOP 3/4"(8) 374208.002 05/23/2024 240869						494.64	
	400-651-583 RCTRSEAL PVC CEMENT HOT(12) 374221.001 05/23/2024 240867						262.92	
	400-651-583 RCTRSEAL PVC CEMENT CLR(12) 374221.001 05/23/2024 240867						233.52	
	400-651-583 BRS METER CPLG 3/4X2-1/2(12) 374221.001 05/23/2024 240867						98.40	
400	BAY MOTOR WINDING INC	242354	06/04/2024	05/29/2024			3,133.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-583 30' MINI FLOAT(6): BAY PT 0129439 05/21/2024 240862						288.00	
	400-651-584 50' OPEN FLOAT(8): LSTNS 0129440 05/21/2024 240863						480.00	
	400-651-584 REBUILD PUMP: LS33 SING PINE 0129332 05/14/2024 240768						2,365.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	242358	06/04/2024	05/29/2024			411.88	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-500 LXMK 51B1000 BLK SY TONER(2) 6002204781 05/08/2024 240829						199.90	
	400-650-500 LXMK B221H00 BLK HY TONER(2) 6002217640 05/09/2024 240829						211.98	
400	CITY ELECTRIC SUPPLY CO	242359	06/04/2024	05/29/2024			556.70	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-584 3P 240V 100A SFTY SW PAS/095096 05/09/2024 240834						258.00	
	400-651-584 125A 1PH 8S/16C N3R GRD BAR PAS/095096 05/09/2024 240834						98.00	
	400-651-584 WI LQD TTE CND 1.25X100'(10) PAS/095096 05/09/2024 240834						28.09	
	400-651-584 WI 2PC STRT CONN 1.25 (4) PAS/095096 05/09/2024 240834						30.60	
	400-651-584 THHN-2-BLK-19STR-CU-1000R(40) PAS/095096 05/09/2024 240834						102.64	
	400-651-584 THHN-4-BLK-19STR-CU-2500R(15) PAS/095096 05/09/2024 240834						23.65	
	400-651-584 RECEP DUP 20A/125V SIDE WIRE PAS/095096 05/09/2024 240834						2.80	
	400-651-584 WI 1G 2" DEEP BOX 3X1/2 H PAS/095096 05/09/2024 240834						2.97	
	400-651-584 1G POLY 16/1 EX DUTY IN-USE PAS/095096 05/09/2024 240834						9.95	

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	242366	06/04/2024	05/29/2024			415.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 PRINTED CIRCUIT BOARD			1088186	05/23/2024	240759		400.00
	400-651-583 FREIGHT: QUOTE 20053873			1088186	05/23/2024	240759		15.00
400	LYMAN WELL COMPANY	242368	06/04/2024	05/29/2024			3,600.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 FLOW TEST WELLS (9)			24-312	05/16/2024	240576		3,600.00
400	J H WRIGHT & ASSOCIATES INC	242370	06/04/2024	05/29/2024			535.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 SQUARE D MOTOR HEATER (6)			460419	05/07/2024	240744		75.00
	400-651-584 SQUARE D MOTOR NEMA 1 STARTER			460419	05/07/2024	240744		425.00
	400-651-584 SHIPPING: LS 2000 POMPANO DR			460419	05/07/2024	240744		35.00
400	SEYMOUR ENGINEERING PLLC	242371	06/04/2024	05/30/2024			675.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-603 DRAINAGE: SHAMROCK			9084	05/25/2024			112.50
	400-650-603 DRAINAGE: JOE BETH/TOWNSEND			9084	05/25/2024			450.00
	400-650-603 SANDHILL UTILITY REVIEW			9084	05/25/2024			112.50

FUND TOTAL 400 Claims to Checks 28 Total 640,791.03 Manual Held Total 640,791.03

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	PUCKETT MACHINERY COMPANY	242341	06/04/2024	05/29/2024			74,573.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
401-651-702	2024 CAT 259D3 TRACK LOADER	1040212000	05/13/2024	240821	74,573.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	LEE TRACTOR CO OF MISSISSIPPI INC	242352	06/04/2024	05/29/2024			20,562.66	

Account Number	Description	Invoice #	Date	P.O.	Amount
401-651-702	KUBOTA RTV XL114OWL-H ORANGE	59391	05/14/2024	240836	18,872.66
401-651-702	PLASTIC ROOF VC5043	59391	05/14/2024	240836	1,000.00
401-651-702	WINDSHIELD V5027	59391	05/14/2024	240836	690.00

FUND TOTAL 401 Claims to Checks 2 Total 95,135.91 Manual Held Total 95,135.91

Docket of Claims
Release date from 06/04/2024 thru 06/04/2024

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	51	Total	90,222.97	Manual	Held	Total	90,222.97
FUND 3	Claims	to	Checks	1	Total	282,228.00	Manual	Held	Total	282,228.00
FUND 4	Claims	to	Checks	5	Total	48,719.38	Manual	Held	Total	48,719.38
FUND 156	Claims	to	Checks	1	Total	9,735.00	Manual	Held	Total	9,735.00
FUND 172	Claims	to	Checks	1	Total	3,652.75	Manual	Held	Total	3,652.75
FUND 176	Claims	to	Checks	6	Total	4,262.22	Manual	Held	Total	4,262.22
FUND 177	Claims	to	Checks	2	Total	176,654.19	Manual	Held	Total	176,654.19
FUND 300	Claims	to	Checks	1	Total	6,500.00	Manual	Held	Total	6,500.00
FUND 304	Claims	to	Checks	1	Total	24,300.00	Manual	Held	Total	24,300.00
FUND 362	Claims	to	Checks	1	Total	20,530.00	Manual	Held	Total	20,530.00
FUND 400	Claims	to	Checks	28	Total	640,791.03	Manual	Held	Total	640,791.03
FUND 401	Claims	to	Checks	2	Total	95,135.91	Manual	Held	Total	95,135.91
Total for all Funds			Checks	100	Total	1,402,731.45	Manual	Held	Total	1,402,731.45

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

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

ORDER NUMBER 567-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 are hereby approved.

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

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

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

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 June 4, 2024.

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

ORDER NUMBER 568-2024

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 May 21, 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 Gollott,** seconded by **Councilman Colledge,** and the following vote was recorded:

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

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 4, 2024.

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

ORDER NUMBER 569-2024

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

WHEREAS, the total cost of the preparation and submission is not expected to exceed $3,000.00;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement for FY 2023, pursuant to Securities and Exchange Commission Rule 15c2-12, is hereby approved.

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

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

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

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 June 4, 2024.

BUTLER | SNOW

May 8, 2024

VIA E-MAIL AT TMONTGOMERY@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Teresa Montgomery, City Clerk
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi Fiscal Year 2023 Continuing Disclosure

Dear Ms. Montgomery:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2023.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the **Annual Filing for fiscal year 2023 to be filed on or before September 30, 2024.**

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be $3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP

Elizabeth Lambert Clark

By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2023:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event[1]
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

50756965.v1

[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

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

ORDER NUMBER 570-2024

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 June 2024 in the amount of $25,972.77 is hereby approved.

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

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

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

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 June 4, 2024.

	JUNE 2024 UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
		100	400	195	130	800		REASON FOR
	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	003-26301-001	2,079.19	4,794.77	245.00	1,700.00	281.69	9,100.65	Leak at meter
	039-15201-004	279.69	608.99	70.00			958.68	Water Heater
	044-03701-000		183.76	35.00			218.76	Pool Fill
	047-03751-000		400.22				400.22	Pressure Washing
	047-24201-008		219.91	35.00			254.91	Pool Fill
	050-08601-000		93.99	35.00			128.99	Pool Fill
	053-04301-001	136.50	320.64	70.00			527.14	Under Slab
	053-23501-000	1,030.24	1,627.57	105.00	625.00	123.22	3,511.03	Theft of Utilities
	065-1931-000	65.10	153.71			4.56	223.37	Line in yard
	065-36001-002	1,205.08	2,374.52		1,200.00	168.36	4,947.96	Line in yard
	074-01501-000		112.30	35.00			147.30	Water Heater
	089-04301-000	364.64	778.42	35.00			1,178.06	Behind Walls
	089-10901-008	361.73	845.90	105.00			1,312.63	Behind Walls
	113-12801-000	584.00	1,884.50				2,468.50	Line in yard
	116-33201-000	153.43	301.14	140.00			594.57	Line in yard
	TOTAL	6,259.60	14,700.34	910.00	3,525.00	577.83	25,972.77	
	COMPLETED							

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

ORDER NUMBER 571-2024

WHEREAS, City Council approved purchase on April 5, 2022, of an E-ONE Class A Pumper mounted on a Typhoon Custom Chassis (Firetruck) with installed NFPA Equipment from Sunbelt Fire, Inc.; and

WHEREAS, the total purchase price of this vehicle with equipment is $628,397.00 with $203,397.00 paid using Fire Rebate funds and $425,000.00 to be financed through a lease purchase agreement with four (4) annual payments to also be paid using Fire Rebate funds as specified in the FY 2024 budget; and

WHEREAS, the City received four quotes, with Community Bank having the lowest interest rate of 5.29%; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier hereby approves the lease purchase agreement with Community Bank for the E-ONE Class A Pumper in the amount of $425,000.00.

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

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

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

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 June 4, 2024.

COMMUNITY BANK

CashFlow LEASE

22 May 2024

City of Gautier
3330 US-90
Gautier, MS 39553

C/O Tiffany Moses

We appreciate the information you have provided and are pleased to provide you with the following lease proposal. This proposal is subject to final credit approval and assumes use of our standard lease documentation. Unless previously extended in writing, this proposal will expire 30 days from today's date. **All pricing is net of applicable taxes.**

Lessee:	City of Gautier
Lessor:	BancLeasing, LLC™ and/or its Assigns (Community Bank)
Base Lease Commencement:	First of the month following acceptance of the Fire Truck/Equipment
Payments Due:	Annually; In Arrears
Equipment Type:	**(1) E-One Class A Pumper Mounted on Typhoon Custom Chassis and Related Equipment**
Lease Financed Amount:	$425,000 (Equipment Cost - $628,397)
Lease Type:	Municipal
Base Lease Term:	4 Years
Annual Payments:	$120,664
Annual Interest Rate:	**5.29%**
End-of-term:	Purchase the configuration for $1.00
Documentation Fee:	-0-
Lease Rate Adjustment:	The lease payment is fixed from the Commencement Date to the end of the initial lease term. It may be adjusted on the Commencement Date to reflect any upward change from the date of this proposal in either the Prime Rate of interest or like-term U.S. Treasuries as published in the Wall Street Journal.
Lease Accounting:	The Lessee and/or its accountants are responsible for determining Lessee's accounting treatment of any lease schedule, including lease classification and tax treatment.
Additional Terms:	This quote is subject to the Lessee designating the agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

Thank you for the opportunity to work with you. Please contact one of us with questions or requests for additional information. We look forward to developing a mutually beneficial relationship with you.

Tiffany Moses, Assistant Vice President
Community Bank
228.312.1509
tiffany.moses@communitybank.net

Bart Shaw
Senior Account Executive
BancLeasing, LLC
214.778.1847
fbshaw@bancleasing.com

Agreed to & Accepted by **Lessee:** **City of Gautier**

Signature Date

Name Title

CB

CADENCE EQUIPMENT FINANCE

5/16/2024

Sent via: sfarabee@gautier-ms.gov

City of Gautier, MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1.	Lessor:	Cadence Equipment Finance, a division of Cadence Bank
2.	Lessee:	City of Gautier, MS
3.	Equipment Description:	One (1) New E-One Fire Pumper Truck
4.	Equipment Cost:	$425,000.00
5.	Lease Term:	4 annual payments
6.	Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) 4 annual payments @ $121,909.29 arrears
7.	Lease Rate:	5.59%
8.	Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to increase **in prime rate above 8.50%.** Any extension of the funding or delivery date must be in writing.
9.	Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million**

ESTABLISHED 1896

THE PEOPLES BANK

MEMBER FDIC

"Where PEOPLE come first"

P.O. DRAWER 529 BILOXI, MISSISSIPPI 39533-0529
(228) 435-5511 • (228) 864-2252 • (800) USE MINT (873-6468)
FAX (228) 435-8418

May 20, 2024

City of Gautier
Sherry Farabee, Deputy City Clerk
3330 Hwy 90
Gautier, MS 39553

Re: $425,000.00- 2024 E-ONE Class A Pumper mounted on Typhoon Custom Chassie (fire truck) Lease Purchase

Dear Ms. Farabee:

For your $425,000.00 par value, legally issued lease purchase note, we will pay $425,000.00 plus accrued interest from date of issuance. Both principal and interest will be payable at The Peoples Bank. The note will bear interest as follows:

In Four (4) equal annual installments beginning one year following issuance of the note at a rate of 5.73%.

Provided that you promptly furnish us, prior to the delivery of the note, without cost to us, a full transcript, properly certified, of all proceedings had prior to and incident to this issue, satisfactorily evidencing to our attorneys the unqualified legality of the issue in all respects; and you agree to take such further action as our attorneys may require, to establish the validity of said issue. This transcript should also state that the note is eligible as pledge collateral under the laws of the State of Mississippi.

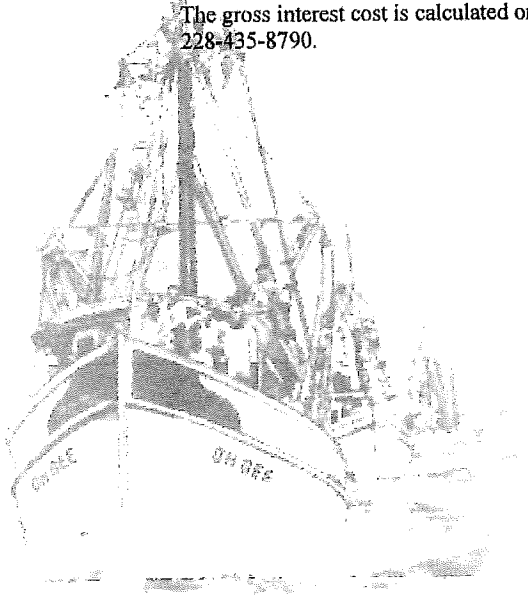
The above rate is based on the assumption that the lease purchase note will be and hereby is designated as a "qualified tax-exempt obligation" for the purpose of paragraph (3) of sub-sections 265 (b) of the Internal Revenue Code of 1986, and the city does not anticipate issuing more than $10,000,000.00 of such qualified tax-exempt obligations during the 2023 year.

The gross interest cost is calculated on a 360-day basis. If you have any questions on this proposal, please call me at 228-435-8790.

Sincerely,

Signer ID: VP5E4EPC12...

C.J. Dunaway
Vice President/Investments
The Peoples Bank



ANNUAL BLESSING OF THE SHRIMP FLEET
A CEREMONY DATING BACK OVER 300 YEARS

TheFirst FBTC
Just the Bank for You!
www.thefirstbank.com

05/28/2024

Sherry Farabee, Deputy City Clerk
City of Gautier
3300 Hwy 90
Gautier, MS 39553

Re: Commitment letter for capital lease

To whom it may concern:

This is to confirm that The First Bank has approved a capital lease in the amount of **$425,000** for the purchase of a 2024 E-ONE Class A Pumper mounted on Typhoon Customer Chassis (Fire Truck) under the following terms and conditions:

Borrowers:	**City of Gautier**
Structure:	**48 month straight amortization**
Rate:	**7.0% - **Rate quote is valid for 45 days & assumes obligation qualifies for Tax- Exempt status****
Property Address:	**N/A**
Collateral:	The First will **NOT** be listed as lienholder on vehicle title
Appraisal:	**N/A**
Title work:	**N/A**
Insurance:	**The Bank will require borrower to have full coverage on all vehicles with Bank named as loss payee.**
Flood Insurance:	**N/A**
Taxes and Insurance:	**N/A**

The terms outlined in this letter represent the basic structure of this transaction. It is not intended to be all inclusive.

Sincerely,

Seth Randle
VP / Pascagoula Market Manager

Councilman Jackson made the motion to recess until June 18, 2024 at 6:30pm. Councilman Gollott seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2024.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Receive May 2024 Privilege License Reports**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Receive May 2024 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for May 2024 are hereby received.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2024.

		City of Gautier		
		Business Registry		
		May-24		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1711	2025-05-0008678	Vannah's	$20.00	Current
506	2025-05-0008679	Economy Boots	$20.00	Current
1425	2025-04-0008680	Domino's Pizza	$33.00	Delinquent
483	2025-05-0008681	G.I. Museum	$20.00	Current
1478	2025-04-0008682	Dollar General #18932	$123.75	Delinquent
1713		P.S. Essentially Yourz		Business closed
1757	2025-02-0008683	Block's Construction	$22.40	Delinquent
391	2025-04-0008684	Braly's Marina	$22.00	Delinquent
1552	2025-05-0008685	Fresh Cutz	$20.00	Current
551	2025-05-0008686	Norwood Snoballs	$20.00	Current
1863	2025-05-0008687	All Is Well Personal Care Home	$20.00	New Business
1863		All Is Well Personal Care Home	payment revrsd	Closed Business
1864	2025-05-0008688	Community Helpers	$20.00	New Business
	2025-06-0008689	One Stop of Gautier	payment revrsd	
1721	2025-06-0008690	Donna M. Lewis LCSW PLLC	$20.00	Current
1269	2025-06-0008691	McCabe Orthodontics PLLC	$30.00	Current
1720	2025-06-0008692	Everything Liquor	$45.00	Current
605	2025-06-0008693	Audio Wave	$20.00	Current
607	2025-06-0008694	Check Now #208	$20.00	Current
615	2025-06-0008695	G&S Construction Co.	$20.00	Current
1865	2025-05-0008696	Total Building Solutions, LLC	$20.00	New Business
623	2025-06-0008697	Jarmon & Sons Lawn	$20.00	Current
1429	2025-05-0008698	Big Dog Liquor Store	$40.00	Current
622	2025-06-0008701	Handy Lock LLC	$20.00	Current
618	2025-06-0008702	Handy Lock Self Storage	$20.00	Current
		P.S. Essentially Yourz, LLC		Closed Business
1074	2025-05-0008703	Circle K Stores	$30.00	Current
1548	2025-05-0008704	On Time Mechanics Auto Service	$20.00	Current
985	2025-06-0008705	Vivint, Inc	$30.00	Current
916	2025-06-0008706	Lokring Gulf Coast LLC	$20.00	Current
1717	2025-06-0008707	Pugh Associates of Florida LLC	$20.00	Current
1550	2025-05-0008708	Burrito Zone	$45.00	Current
1486	2025-06-0008709	3491 Dolphin Gautier Holdings LLC	$30.00	Current
1773	2025-06-0008710	Sioux Bayou Landing, LLC	$35.00	Current
1828	2025-05-0008711	Fur Babies Self Serve Pet Wash	$20.00	Current
634	2025-06-0008712	Robinson Realty, LLC	$20.00	Current
789	2025-06-0008713	Quality Aero, Inc	$20.00	Current
536	2025-06-0008714	Lowes	$1,840.00	Current
913	2025-05-0008715	Volunteers in Medicine Gautier	$20.00	Current
602	2025-05-0008716	CSC	$20.00	Current
626	2025-06-0008717	Andersen-Wells, LLC	$20.00	Current
24	2025-06-0008718	Glen Mark Apartments	$20.00	Current
1768	2025-06-0008719	Magnolia Inn	$410.00	Current
479	2025-05-0008720	River Chase Village	$150.00	Current
1148	2025-05-0008721	Redbox Automated Retail, LLC	$45.00	Current
379	2025-05-0008722	Bunny Bread	$20.00	Current
601	2025-05-0008723	A & V Cleaning	$20.00	Current
1866	2025-05-0008724	Jelly Donuts & Kolaches	$20.00	New Business
377	2025-06-0008725	HMS, Inc	$20.00	Current
1650	2025-06-0008726	Bond Trucking, LLC	$30.00	Current
		TOTAL:		
		New Business	**4**	
		Transient Vendor	**0**	
		Closed Business	**2**	
		Delinquent Renewals Issued	**4**	
		Current	**38**	

New Business May 2024	**Business Adress**	**Business Phone**	**Business Description**
Community Helpers	1111 Old Spanish Trail	337-965-0424	Senior Living Group Home
Total Building Solutions, LLC	3308 Mary Walker Dr	228-497-3141	Sub-Contractor
Jelly Donuts & Kolaches	2525 Hwy 90 Suite 3	228-471-5228	Donuts & Coffee (New Management)

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Receive April 2024 Finance Reports**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Receive April 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**	☐

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. 21-35-13 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 April 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 June 18, 2024.

APR 2024 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$6,632,345.73
HB1 Modernization Act Funds	Depository Account	002-000-001	$1,492,908.92
ARP Fiscal Recovery Funds	Depository Account	003-000-001	$1,336,297.73
Amphitheater Venue	Depository Account	004-000-001	($211,003.27)
MDAH School House Grant	Depository Account	030-000-001	$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	$214,014.63
U S Justice Equitable Sharing	Depository Account	157-000-001	$65,484.95
Fire Protection Fund	Depository Account	160-000-001	$387,009.15
Tidelands Grant	Depository Account	171-000-001	$30,284.33
Library Support Fund	Depository Account	172-000-001	$4,181.12
Fairway Boat Launch	Depository Account	173-000-001	
Shepard State Park Fund	Depository Account	176-000-001	$58,952.70
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	$281,972.34
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$10,407,019.66
	General Depository Reconciled Cash Balance		$10,407,069.66

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	($18,265.00)
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	$4,039,861.57
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	$881,940.48
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$4,816,649.05
	Enterprise Reconciled Cash Balance		$4,817,661.86

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$543,515.81
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$1,395,091.37
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$192,283.54
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$726,084.34
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$50,874.41
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$50,874.41
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$21,111.33
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	$464,959.63
HB Town Commons - Great Lawn	Restricted Fund	304-000-002	$8,995.29
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	$1,509,669.95
Inclusion Playground HB603	Restricted Fund	304-000-009	$414,329.25
Performing Arts Center HB603	Restricted Fund	309-000-005	$2,005,024.35
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	$846,907.88
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$487.37
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	$277,761.51
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$256,475.66
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$954,580.51
	Total Bond & Restricted Reconciled Cash Balances		$9,719,026.61

APR 2024
YEAR TO DATE TOTALS

General Fund Totals	BUDGET FY 2024	APR 2024	Balance	58.33% % to date
General Fund Revenues	**12,478,213.00**	**7,895,446.12**	**4,582,766.88**	***63.2%***
Expenditures:				
001 Legislative	**246,854.00**	**142,476.78**	**104,377.22**	***57.7%***
010 City Court	**350,763.00**	**181,456.97**	**169,306.03**	***51.7%***
021 City Manager	**282,800.00**	**129,166.55**	**153,633.45**	***45.6%***
022 Human Resources	**76,969.00**	**39,886.30**	**37,082.70**	***51.8%***
040 City Clerk	**510,208.00**	**266,010.39**	**244,197.61**	***52.1%***
060 City Attorney	**175,000.00**	**87,847.40**	**87,152.60**	***50.1%***
090 Economic Dev - Planning	**520,795.00**	**248,608.65**	**272,186.35**	***47.7%***
092 Building & General Expenses	**1,297,845.00**	**689,926.80**	**607,918.20**	***53.1%***
094 Grants & Project Admin	**233,964.00**	**124,322.77**	**109,641.23**	***53.1%***
100 Police	**4,549,148.00**	**2,600,737.45**	**1,948,410.55**	***57.1%***
161 Fire	**3,057,931.00**	**1,613,876.35**	**1,444,054.65**	***52.7%***
170 Recreation	**808,414.00**	**430,067.56**	**378,346.44**	***53.1%***
201 PW: Streets	**734,800.00**	**230,706.68**	**504,093.32**	***31.3%***
205 PW: Maintenance	**392,996.00**	**204,427.21**	**188,568.79**	***52.0%***
680 Debt Service	**87,454.00**	**87,453.55**	**0.45**	***99.9%***
900 Interfund Transfers	**771,132.00**	**254,380.00**	**516,752.00**	***32.9%***
General Fund Expenditures	**14,097,073.00**	**7,331,351.41**	**6,765,721.59**	***52.0%***
Total Operating Expenditures	**12,930,778.00**	**6,632,489.14**	**6,298,288.86**	
Total Capital Outlay Expenditur	**171,500.00**	**357,028.72**	**-185,528.72**	
Total Debt Service	**223,663.00**	**87,453.55**	**136,209.45**	
Total Transfers Out	**771,132.00**	**254,380.00**	**516,752.00**	
Total Unappropriated	**0.00**	**0.00**	**0.00**	
Check Total	**14,097,073.00**	**7,331,351.41**	**6,765,721.59**	
Personnel	**9,289,832.00**	**5,060,605.28**	**4,229,226.72**	
Supplies	**686,211.00**	**246,431.21**	**439,779.79**	
Other Services	**2,954,735.00**	**1,325,452.65**	**1,629,282.35**	
Capital Outlay	**171,500.00**	**357,028.72**	**-185,528.72**	
Debt Service	**223,663.00**	**87,453.55**	**136,209.45**	
Interfund Transfers for DS	**771,132.00**	**254,380.00**	**516,752.00**	
Unappropriated	**0.00**	**0.00**	**0.00**	
Check Total	**14,097,073.00**	**7,331,351.41**	**6,765,721.59**	

APR 2024
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of APR 2024	Balance	*58.33% % 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	106,436.40	3,826,373.35	*2.7%*
Expenditures	5,884,118.49	721,012.02	5,163,106.47	*12.2%*
004 Amphitheater Venue Fund				
Revenues	555,000.00	100,000.00	455,000.00	*18.0%*
Expenditures	555,000.00	311,003.27	243,996.73	*56.0%*
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	53,913.80	4,314,773.42	*1.2%*
Expenditures	5,597,535.75	871,135.89	4,726,399.86	*15.5%*
156 SE MS METRO TASK FORCE				
Revenues	0.00	150,000.00	(150,000.00)	
Expenditures	119,655.00	56,915.80	62,739.20	*47.5%*
157 US Justice Equitable Sharing				
Revenues	0.00	49,097.68	(49,097.68)	
Expenditures	13,434.43	1,024.59	12,409.84	*7.6%*
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	85,518.27	755,176.84	*10.1%*
Expenditures	799,895.33	14,434.16	785,461.17	*1.8%*
172 Library Support Fund				
Revenues	129,119.00	108,496.27	20,622.73	*84.0%*
Expenditures	129,119.00	104,315.15	24,803.85	*80.7%*
173 Fairway Boat Launch - Tidelands				
Revenues	250,000.00	2,400.00	247,600.00	*0.9%*
Expenditures	250,000.00	2,400.00	247,600.00	*0.9%*
176 Shepard State Park				
Revenues	180,570.00	87,314.77	93,255.23	*48.3%*
Expenditures	197,515.00	88,451.32	109,063.68	*44.7%*

APR 2024
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of APR 2024	Balance	*58.33% % to date*
177 HB1353 Local Imps: Shepard				
Revenues	500.00	3,722.14	(3,222.14)	*744.4%*
Expenditures	1,446,824.48	55,040.00	1,391,784.48	*3.8%*
250 2018 W&S Bond Debt Service				
Revenues	290,350.00	168,387.47	121,962.53	*57.9%*
Expenditures	286,318.76	286,318.76	0.00	*100.0%*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,440.00	940.04	10,499.96	*8.2%*
Expenditures	1,950.00		1,950.00	
252 2019 W&S Bond Debt Service				
Revenues	387,300.00	224,345.72	162,954.28	*57.9%*
Expenditures	379,181.25	306,531.25	72,650.00	*80.8%*
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,750.00	1,225.79	10,524.21	*10.4%*
Expenditures	2,700.00		2,700.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,060.00	228,732.69	69,327.31	*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	215,323.50	(2,323.50)	*101.0%*
Expenditures	5,960,635.99	4,472,580.20	1,488,055.79	*75.0%*
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,200.00	3,040.53	(1,840.53)	*253.3%*
Expenditures	25,000.00		25,000.00	
309 Town Center: MS Songwriters PA Center				
Revenues	3,600.00	10,162.86	(6,562.86)	*282.3%*
Expenditures	4,508,320.64	124,275.00	4,384,045.64	*2.7%*

APR 2024
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of APR 2024	Balance	*58.33% % to date*
355 Water Supply & Treatment Plant				
Revenues	6,000.00	4,587.15	1,412.85	*76.4%*
Expenditures	3,848,023.20	3,559,460.75	288,562.45	*92.5%*
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	32,000.00	2,941,981.00	*1.0%*
Expenditures	2,973,981.00	50,265.00	2,923,716.00	*1.6%*
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	498,059.52	(498,059.52)	
404 Solid Waste Fund				
Revenues	1,587,600.00	913,185.25	674,414.75	*57.5%*
Expenditures	1,586,388.00	741,804.00	844,584.00	*46.7%*
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	600.00	671.01	(71.01)	*111.8%*
Expenditures	0.00		0.00	

APR 2024
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2024	APR 2024	Balance	58.33% % to date
Utility Fund Revenues	10,841,375.00	6,367,203.08	4,474,171.92	58.7%
Administration	3,920,970.00	1,839,091.78	2,081,878.22	46.9%
Water & Sewer O & M	3,818,072.00	2,160,588.99	1,657,483.01	56.5%
Debt Service	1,069,872.00	472,242.14	597,629.86	44.1%
Transfers	1,792,000.00	392,000.00	1,400,000.00	21.8%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,800,914.00	4,863,922.91	5,936,991.09	45.0%
Total Operating Expenditures	*7,535,042.00*	*3,939,614.37*	*3,595,427.63*	
Total Capital Outlay Expenditures	*204,000.00*	*60,066.40*	*143,933.60*	
Total Debt Service	*1,069,872.00*	*472,242.14*	*597,629.86*	
Total Interfund Transfers	*1,792,000.00*	*392,000.00*	*1,400,000.00*	
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*10,800,914.00*	*4,863,922.91*	*5,936,991.09*	
Personnel	*560,570.00*	*314,323.80*	*246,246.20*	
Supplies	*313,000.00*	*177,023.12*	*135,976.88*	
Other Services	*6,661,472.00*	*3,448,267.45*	*3,213,204.55*	
Capital Outlay	*204,000.00*	*60,066.40*	*143,933.60*	
Debt Service	*1,069,872.00*	*472,242.14*	*597,629.86*	
Interfund Transfers	*1,792,000.00*	*392,000.00*	*1,400,000.00*	
Contingencies	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*10,800,914.00*	*4,863,922.91*	*5,936,991.09*	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting: June 18, 2024
Title: Authorization to renew the Professional Services Agreement with Seymour Engineering for General Services

Introduced by:
Contact Person/Telephone Paula Yancey 497-8000

Summary Explanation: Authorization to renew the Professional Services Agreement with Seymour Engineering for General Services

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 Motion 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, Seymour Engineering has been performing professional services to the City under an expiring agreement;

WHEREAS, the services furnished by Seymour Engineering include viewing small jobs and making recommendations as to how they can be resolved by public works, which includes drainage, ditches, culverts, and water and sewer issues; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby find that entering the attached professional services agreement with Seymour Engineering for a new term 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 is hereby authorized to enter into a professional services agreement with Seymour Engineering for professional services through June 30, 2025.

IT IS FURTHER ORDERED that this work will operate through the engineering budget Mayor and Council approved on such small items.

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 June 18, 2024.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF GAUTIER AND
SEYMOUR ENGINEERING, PLLC

The AGREEMENT made this 18th day of June 2024, by City of Gautier, hereinafter referred to as the OWNER, and Seymour Engineering, PLLC, hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS the OWNER selected ENGINEER as the City Engineer to furnish miscellaneous studies, field investigations, reports, reviews, design, construction phase and other assigned responsibilities to support the OWNER in the municipal operation of the City, hereinafter referred to as PROFESSIONAL Services; and

WHEREAS, the OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for PROFESSIONAL SERVICES.

ARTICLE I - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall perform the work under this AGREEMENT in accordance with the following:

ARTICLE II - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have sole responsibility for and furnish all necessary labor, direct and indirect cost to perform and complete the PROFESSIONAL SERVICES which may be requested by the OWNER.

ARTICLE III - PERIOD OF SERVICES

1. The period of services shall be through June 30, 2025.

ARTICLE IV - COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the ENGINEER at the Standard Hourly Rates (including reimbursable) as shown in Exhibit A attached to this AGREEMENT.

2. The ENGINEER shall submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 30 days following receipt of the invoice.

ARTICLE V - LEGAL RELATIONS

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.

2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage.

2.1 Professional errors and omissions coverage with a limit of $1,000,000.00 per occurrence.

2.2 Workmen's Compensation and Employer's Liability Insurance and any other insurance coverage as may be required by law in the State of Mississippi.

2.3 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damage to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT. The limits of liability shall not be less than the following:

Bodily Injury	$500,000.00 each person $500,000.00 each occurrence
Property Damage	$500,000.00 each occurrence

2.4 Comprehensive General Liability:

This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect the OWNER against claims arising out of any act, or omission to act, of the ENGINEER or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	$300,000.00 each person $1,000,000.00 each occurrence
Property Damage	$500,000.00 each occurrence $500,000.00 aggregate

2.5 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.

4. ENGINEER agrees to indemnify owner for any and all claims, damages, legal fees and expenses incurred arising out of or caused by any acts or omissions of ENGINEERS, its agents and employees under the AGREEMENT.

5. ENGINEER shall be construed to be an independent consultant.

ARTICLE VI - CHANGES, AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER; such amendments shall be made a part of the AGREEMENT.

2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.

ARTICLE VII - MISCELLANEOUS

All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards and shall be subject to inspection and acceptance by the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.

This AGREEMENT (consisting of Pages 1 to 4 inclusive) together with the Exhibits identified herein the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled 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.

ACCEPTED FOR OWNER: CITY OF GAUTIER	ACCEPTED FOR ENGINEER: SEYMOUR ENGINEERING, PLLC
PAULA YANCEY, CITY MANAGER	MARK M. SEYMOUR, JR., PRESIDENT
ATTEST	ATTEST

EXHIBIT A

SEYMOUR ENGINEERING

STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.)	$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.)	$150.00/HOUR
ENGINEER (P.E.)	$140.00/HOUR
PROJECT MANAGER	$125.00/HOUR
ENGINEER (E.1.T.)	$100.00/HOUR
ENVIRONMENTAL SCIENTIST	$95.00/HOUR
SENIOR RESIDENT PROJECT REPRESENTATIVE	$85.00/HOUR
RESIDENT PROJECT REPRESENTATIVE	$75.00/HOUR
SENIOR DESIGNER	$75.00/HOUR
DRAFTSMAN (CADD)	$65.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN	$50.00/HOUR
CLERICAL	$40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	$85.00/HOUR
PARTY CHIEF	$70.00/HOUR
SURVEY ASSISTANT	$60.00/HOUR
SURVEY CREW (TWO-MAN)	$125.00/HOUR
SURVEY CREW (THREE-MAN)	$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM)	$145.00/HOUR
HYDROGRAPHIC SURVEY CREW	$150.00/HOUR

REIMBURSABLE

Travel, lodging, shipping and reproduction costs shall be reimbursable expenses billed to the project.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**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 NRCS 2021 Drainage Project**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000**

Summary Explanation: 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 NRCS 2021 Drainage Project at San Lorenzo and Ferry Point

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 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 NRCS 2021 Drainage Project at San Lorenzo and Ferry Point; and

WHEREAS, on December 13, 2022, the City of Gautier was notified 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; and

WHEREAS, this is a 75/25 grant, and the estimated total project cost as $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; and

WHEREAS, the project will include streambank stabilization with riprap and debris/sediment removal at Cypress Landing/Ferry Point Road and at San Lorenzo; 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 NRCS 2021 Drainage Project at San Lorenzo and Ferry Point.

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 June 18, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: June 6, 2024

Subject: NRCS 2021 Drainage Project – Seymour Engineering Agent Authorization for Mississippi Department of Marine Resources Permit Application

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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 NRCS 2021 Drainage Project at San Lorenzo and Ferry Point.

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 will include streambank stabilization with riprap and debris/sediment removal at Cypress Landing/Ferry Point Road and at San Lorenzo.

DISCUSSION:
The Mississippi Department of Marine Resources requires the City to execute an Agent Authorization form 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 NRCS 2021 Drainage Project at San Lorenzo and Ferry Point.

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 NRCS 2021 Drainage Project at San Lorenzo and Ferry Point 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 NRCS 2021 Drainage Project at San Lorenzo and Ferry Point as presented.

ATTACHMENT(S):
Agent Authorization Forms

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)

925 Tommy Munro Drive, Suite G
(address)

Biloxi, MS 39532
(city, state, zip code)

(228) 385-2350
(agent phone number)

San Lorenzo Ditch
(location of project)

City of Gautier

Jackson County, Mississippi

City of Gautier
(print applicant name)

_____ _____
(applicant signature) (date)

Do you want the permit mailed to the agent? ✔ Yes _____ No

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)

925 Tommy Munro Drive, Suite G
(address)

Biloxi, MS 39532
(city, state, zip code)

(228) 385-2350
(agent phone number)

Ferry Point Ditch
(location of project)

City of Gautier

Jackson County, Mississippi

City of Gautier
(print applicant name)

_____ _____
(applicant signature) (date)

Do you want the permit mailed to the agent? ✔ Yes _____ No

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Authorization to submit an application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for Town Commons Phase III**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Authorization to submit an application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for Town Commons Phase III in the amount of $2,217,475

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 Gulf Coast Restoration Fund is used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region; and

WHEREAS, City Staff wishes to apply for GCRF funds for Town Commons Phase III, which will consist of the construction of trails, tree houses, a boardwalk, wetland discovery, pickleball courts, overflow parking, a sidewalk to overflow and college campus, and a concession building; and

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 Development Authority for the Gulf Coast Restoration Fund for Town Commons Phase III is hereby authorized and approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: June 10, 2023

Subject: Gulf Coast Restoration Fund Grant Application for Town Commons Phase III.

REQUEST:
The Grants and Projects Department requests City Council authorization to submit an application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for Town Commons Phase III in the amount of $2,217,475.

BACKGROUND:
On September 5, 2018, Governor Phil Bryant signed SB2002 into law, establishing the Gulf Coast Restoration Fund. The GCRF shall be used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region. Applicants eligible for assistance include, but are not limited to, local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities, and local economic development entities.

DISCUSSION:
The City will apply for GCRF funds for Town Commons Phase III which will consist of the construction of trails, tree houses, a boardwalk, wetland discovery, pickleball courts, overflow parking, a sidewalk to overflow and college campus, and a concession building.

RECOMMENDATION:
The Grants and Projects Department requests City Council authorization to submit an application to the Mississippi Development Authority for the Gulf Coast Restoration Fund for Town Commons Phase III in the amount of $2,217,475.

The City Council may:

1. Authorize submission of the application to the Mississippi Development Authority as presented; or
2. Not authorize submission of the application to the Mississippi Development Authority as presented.

ATTACHMENT(S):

None

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Approval of the CivicPlus Agreement Addendum**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of the CivicPlus Agreement Addendum

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 utilized CivicPlus since 2017 for agenda management; and

WHEREAS, the renewal and addendum require an increase of $663.46 annually, for a total yearly charge of $4,349.34

WHEREAS, the City Council hereby finds that the contract renewal and approval of the addendum are 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 addendum to the Agenda Management Agreement with CivicPlus, that includes a $663.46 increase for the upcoming fiscal year 2024-2025, is hereby approved. The new total annual charge is $4,349.34.

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 June 18, 2024.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-75481-1
Date: 5/10/2024 10:19 AM
Customer: GAUTIER, MISSISSIPPI

QTY	Product Name	DESCRIPTION
1.00	CivicClerk Annual Fee - Custom Renewal	CivicClerk Annual Fee Renewal
Annual Recurring Services - Initial Term		USD 4,349.34
Annual Recurring Services - (Subject to Uplift)		USD 4,349.34

1. This renewal Statement of Work ("SOW") is between (“Customer”) and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement (“MSA”) and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the “Terms and Conditions”). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the “Agreement”). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the “Services”).

2. This SOW shall remain in effect for an initial term starting at the Customer’s next renewal date of 9/1/2024 and running for twelve months (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
_____	
Printed Name:	Printed Name:
_____	Amy Vikander
Title:	Title:
_____	Senior Vice President of Customer Success
Date:	Date:
_____	6/5/2024
	_____

CIVICPLUS 2024 Solution Price Increase

Frequently Asked Questions

Why is CivicPlus increasing its solution prices?

A combination of many factors has led us to adjust our pricing. Our costs continue to rise relentlessly, and we desire to keep the high level of service we provide and improve it every year. Our teams are working hard on improving efficiency; however, it is not enough to keep up with rising costs. We recently invested heavily in cybersecurity protection for all our customers and are working hard to establish integrations between our products and tools. Further, we recently launched the CivicPlus Portal, a solution that will soon be available for all customers to help them foster resident trust and satisfaction.

By increasing our solution pricing, we will be better positioned to remain a competitive player in the marketplace, hire and retain top talent — particularly in the software engineering space — and reinvest in our technology to ensure our functionality is keeping pace with the needs of governments.

When will my new pricing be effective?

Your new pricing will be effective on the next renewal date of your contract order.

My account executive promised a certain number of years with no price increase. Are we, therefore, exempt from this increase until the end of that term?

We will honor the terms of existing, fully executed contracts. Please contact your renewal specialist to discuss this.

Can we opt out of your additional services to keep our pricing flat?

All solution enhancements will be available to all customers. Therefore, we cannot exclude them on an account-by-account basis.

You mentioned inflation as part of your price increases, but the recent economic inflation was only transitory and is now slowing.

Higher costs resulting from inflation are only one contributing factor to the need for a price adjustment.

CivicPlus has private equity investment and purchased two companies in two years, indicating you have adequate funding and financial reserves. So, why are you passing on a price increase to your public sector customers?

CivicPlus received a private equity investment in 2021 in large part to enable us to grow our solution portfolio by acquiring Municode and Optimere to offer you a more comprehensive and integrated solution suite. To continue retaining the outstanding engineering talent from those acquisitions and investing in our solution suite, we need to make pricing adjustments to ensure continued innovation and quality service.

We have many options. Why should we stay with CivicPlus?
We recognize that our customers always have partner options. However, we desire to retain all our customers. CivicPlus provides a unique path to the total integration of all products; we dedicate enormous efforts to integrating and consolidating products. For example, we recently released a CivicPlus Portal and upgraded our cybersecurity capabilities to safeguard our government customers from the growing threats posed by cyber-extortionists.

Our prices, in general, are competitive with other large gov tech competitors. However, as in every sector, some small software vendors can provide less expensive services but not with the same quality, level of service, product depth, cybersecurity capabilities, and financial stability of CivicPlus.

How does your new pricing compare to other government technology providers we might consider?

We value every member of our CivicPlus family and make every business decision with a long-term objective of maintaining operational and financial stability to continue being an industry-leading partner that helps government work better through our integrated technology solutions.

We conducted a thorough marketplace analysis before implementing these price changes to ensure our rates were competitive with other solution partners of our size and capabilities. While governments will always have options to work with less sophisticated, smaller technology companies, by staying with CivicPlus, our customers will have access to the following:

- Even more time-saving integrations between our solutions
- CivicPlus Portal, a tool designed to improve transparency and communications with residents to strengthen trust and satisfaction for their government
- Enhanced cybersecurity protections to safeguard administrative and resident data from the continually evolving cyber threats and digital extortionists
- Ongoing access to our Stevie® Award-Winning Technical Support Team

We were thinking about purchasing additional software from CivicPlus. Will these price increases impact all your solutions?
If you have questions on specific solution pricing, please contact your customer success manager. As always, we will work with you to identify solutions to your challenges that fit your budget. Such flexibility is more easily possible than ever due to our expanded portfolio of integrated solutions.

Can I remit payment via credit card?
We request that customers not use credit cards. However, we can offer ACH if you would prefer a digital transaction.

We do not have 2024 budget dollars to accommodate this price increase. What are our options?

Talk to your renewal specialist. We value you as a partner and will do our best to work with you on a pricing solution that addresses your budget needs.

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Authorize the City Manager to execute the MDOT permit application for the Sandhill Landing utility expansion**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Authorize the City Manager to execute the MDOT permit application for the Sandhill Landing utility expansion

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, Sandhill Landing desires to expand their utilities for the Sandhill Landing Promenade, Phase III-clinic building; and

WHEREAS, the Mississippi Department of Transportation has requested that the City execute the permit application on behalf of Sandhill Landing to install sewer and water in the MDOT right-of-way; and

WHEREAS, pursuant to the City's Comprehensive Fee Schedule, the customer will bear the cost of engineering, construction, RPR, and any other necessary expenses incurred by the City for installation; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager, Paula Yancey, is hereby authorized to execute the Mississippi Department permit application, on behalf of Sandhill Landing, to install sewer and water in the MDOT right-of-way for the Sandhill Landing Promenade, Phase III- clinic building.

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 June 18, 2024.

MND-004
Rev. 2011

PERMIT NO. _____

Applicant Contact Name: _____

Applicant Contact Phone #: _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO LOCATE CERTAIN FACILITIES ON OR TO PERFORM CERTAIN WORK ON STATE HIGHWAY RIGHT OF WAY

(Please Print) Name: _____ (Company (or) Individual) Address: _____ (Street/Route)

_____ (City) _____ (County) MS (State) _____ (Zip Code)

herein called the applicant, who does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to install sewer and water service in the MDOT right-of-way on or across

Highway No. 57 between Brown Road and Highway 90

Latitude (decimal degrees) 30.403111 Longitude (decimal degrees) 88.718342

in Jackson County, Mississippi and in consideration of this permit being granted, said applicant does hereby agree to perform the above work in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to the following provisions:

(a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.

(b) The plan of the proposed work or facility set out below or attached hereto is incorporated herein by reference and made a part of this application as if fully described herein by words and figures.

(c) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.

(d) It is agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the process of the proposed work or maintenance of this work or facility except as shown on the plan.

(e) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.

(f) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for any necessary alterations.

(g) The Mississippi Department of Transportation may at any time require and compel the removal or relocation of any facility herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. All expense of said removal or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.

(h) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.

(i) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.

(j) The Mississippi Department of Transportation in granting this permit does not in any way assume the maintenance or upkeep of the facility or proposed improvement herein described. Nor, will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.

(k) A copy of the approved plan is to be kept at the site of the work at all times while work is in progress.

(l.) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.

MND-004
Rev. 2011

PERMIT NO. _____

(m.) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

Witness my signature this _____ day of _____ 20_____, which is applicable to sheets 1 through 5 of permit number_____.

_____
Signature of Applicant

By: _____
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ whose
Printed Name of Applicant

names(s) _____ subscribed to this instrument as the _____ of
is/are Title of Applicant

_____ who having been first fully sworn acknowledged that they
Name of Company (or) Individual

executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity therein expressed and on the date above written.

Given under my hand and seal of office this the _____ day of _____ 20_____

My Commission Expires:

_____
Signature of Notary Officer

Field Inspection By: _____ 20_____

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____
Deputy Executive Director/Chief Engineer

By: _____ 20_____

Installation Inspection By: _____ 20_____

MND-004
Rev. 2011

PERMIT NO. _____

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

_____
Printed Name of Applicant

_____
Signature of Applicant

MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

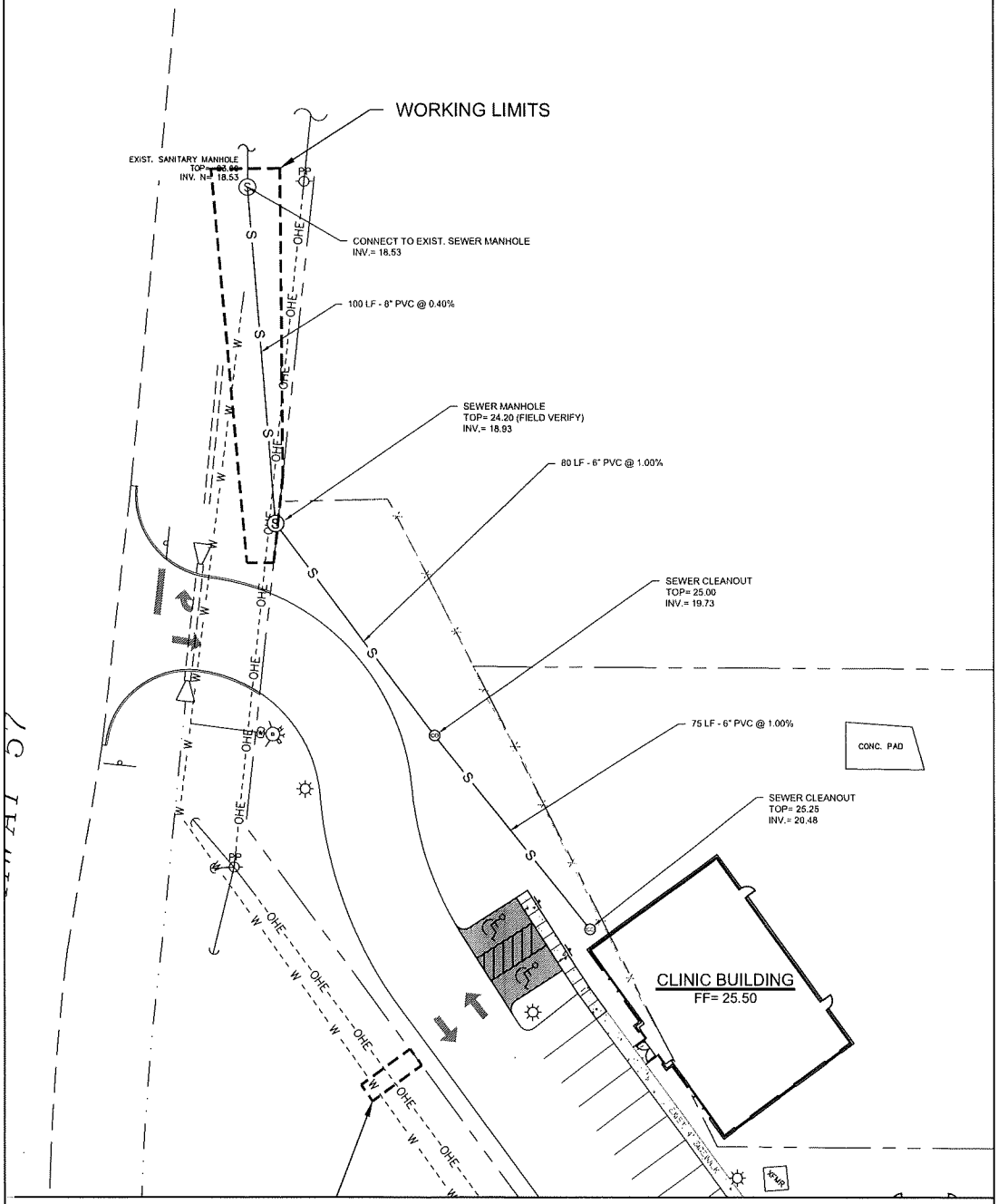
Sheet No. 4 of 5

Permit No. _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

NORTH

SCALE: 1" = 40'



(Note: Indicate the location on this sketch and reference it accurately to the nearest culvert or bridge and also to the nearest town. Show distance of a structure from the center of the road and from the right-of-way line, or depth of an underground line. The Mississippi Department of Transportation's standard agreement must be executed by the applicant before application is approved).

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

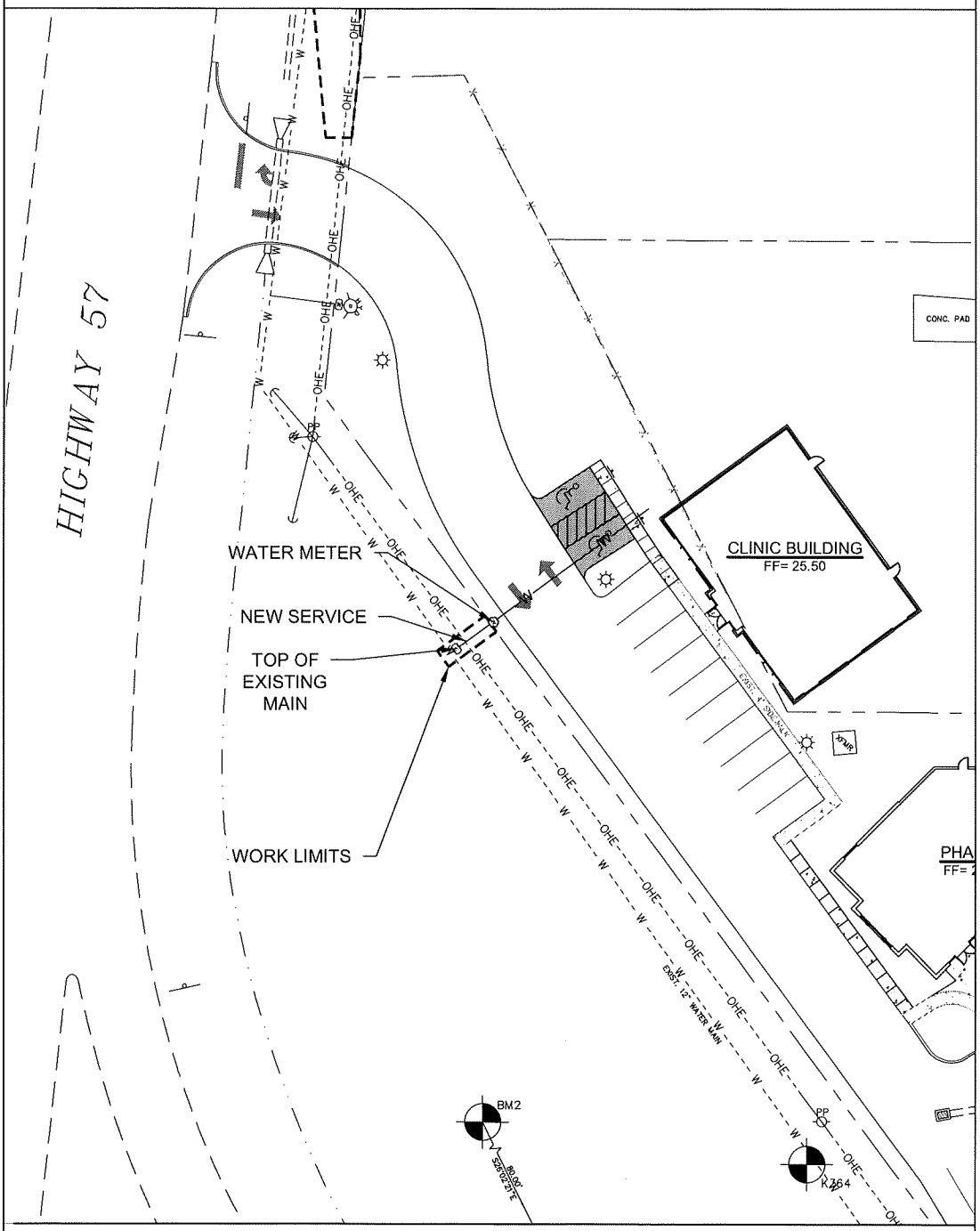
Sheet No. 5 of 5

Permit No. _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

NORTH

SCALE: 1" = 40'



(Note: Indicate the location on this sketch and reference it accurately to the nearest culvert or bridge and also to the nearest town. Show distance of a structure from the center of the road and from the right-of-way line, or depth of an underground line. The Mississippi Department of Transportation's standard agreement must be executed by the applicant before application is approved).

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Approval of Change Order No. 1 to increase the contract time by an additional 300 days for the Citywide Lift Station Upgrades Project**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Approval of Change Order No. 1 to increase the contract time by an additional 300 days for the Citywide Lift Station Upgrades Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to increase the contract time for the Citywide Lift Station Upgrades; and

WHEREAS, Change Order No. 1 serves to increase the contract time by an additional 300 days, due to some of the materials for the project have been on back order for 18 months from the order date; and

WHEREAS, if approved, the change order will add the additional 300 days the contractor is requesting in order 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. 1, as presented; and

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

IT IS FURTHER ORDERED that the 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 June 18, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: June 11, 2024

Subject: Citywide Lift Station Project – Gottfried Contracting, LLC – Change Order No.1 for Contract Time

---

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to increase the contract days with Gottfried Contracting, LLC for the Citywide Lift Station Project an additional 300 days to keep the park completely operational during its most profitable times.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) manages this program. MDEQ produced Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project.

The project will provide 28 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

DISCUSSION:

Change Order No. 1 serves to add 300 days to the contract time, which will push the project completion from July 28, 2024, to May 24, 2025. The original contract time was 360 days and some of the materials for the project have been on back order for 18 months from the order date. An additional two (2) lift stations were added to the project LS 32 and SRM 1 for modifications as well.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 to add an additional 300 days to the contract time due to the materials on back order for 18 months and 2 additional lift station modifications to the project.

The City Council may:

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

ATTACHMENT(S):

1. Change Order No. 1

CHANGE ORDER

OWNER:
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

CHANGE ORDER NO. 1
DATE: June 10, 2024

CONTRACTOR:
Gottfried Contracting, LLC
6 Meyers Road
Covington, Louisiana 70435

ENGINEER: Seymour Engineering, PLLC

PROJECT: Citywide Lift Station Upgrades

SUMMARY:
This Change Order serves to increase the Contract Time by an additional 300 days. The original contract time is 360 days and some of the materials for the project have been on back order for 18 months from the order date. If approved, this change order will add the additional days the Contractor is requesting to complete the project. An updated project schedule is attached to this document.

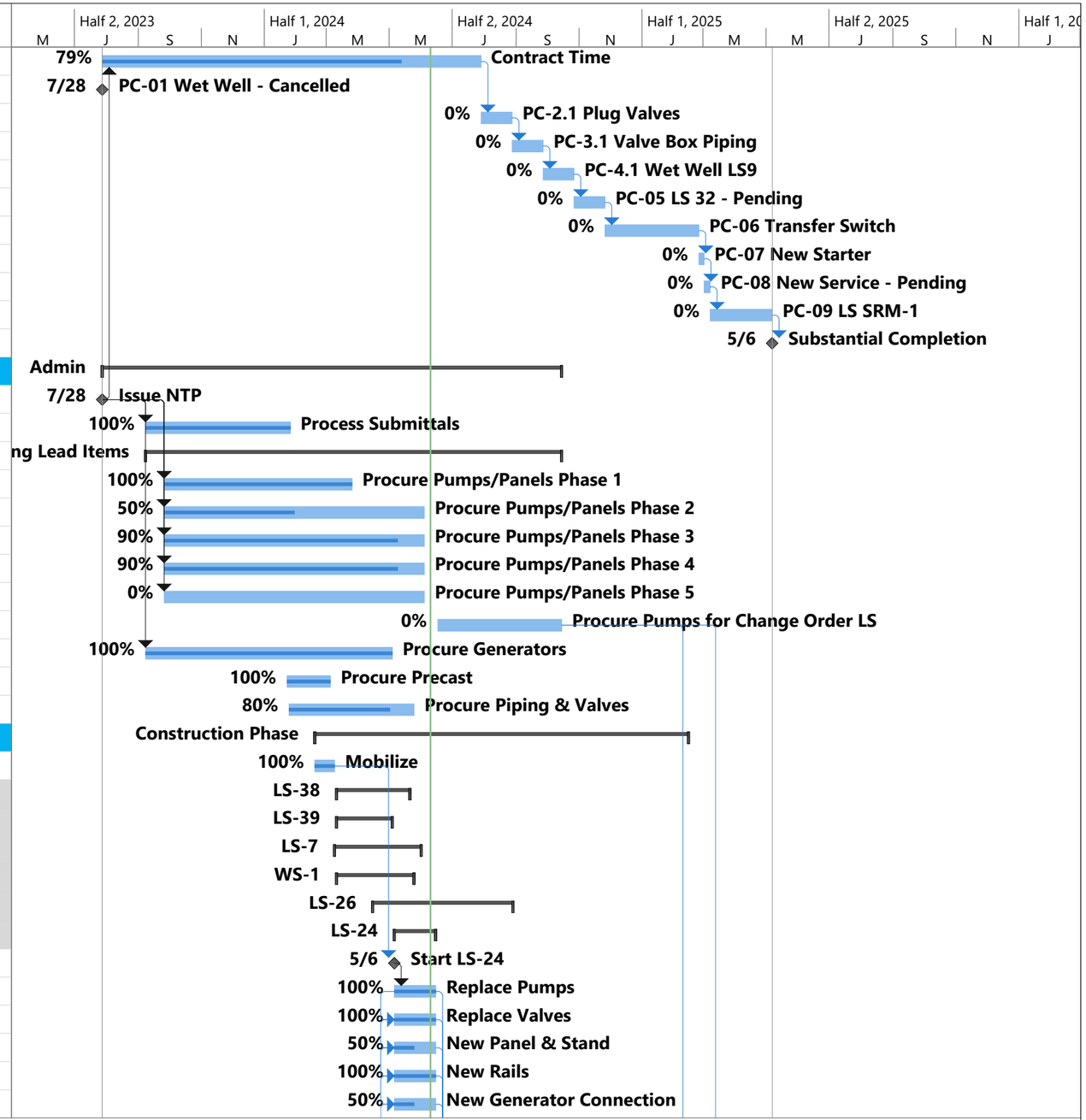
THE CONTRACT IS AMENDED AS SHOWN BELOW:
(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	$3,126,780.00
Net Change by previously authorized Change Orders:	$0.00
The Contract Sum prior to this Change Order was:	$3,126,780.00
The Contract Sum will now Change (-):	$0.00
The New Contract Sum including this Change Order will be:	$3,126,780.00

The original Contract Time:	365 Days
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	7/28/2024
The Contract Time will now Change by (+) days:	300
The New Date of Substantial Completion will be:	5/24/2025

CONTRACTOR:	ENGINEER:	OWNER:
By: _____	By: _____	By: _____
Date: _____	Date: 6/11/2024	Date: _____

ID	Task Name	Duration	Start	Finish	% Complete
1	Contract Time	367 days	Fri 7/28/23	Sun 7/28/24	79%
2	PC-01 Wet Well - Cancelled	0 days	Fri 7/28/23	Fri 7/28/23	0%
3	PC-2.1 Plug Valves	30 days	Mon 7/29/24	Tue 8/27/24	0%
4	PC-3.1 Valve Box Piping	30 days	Wed 8/28/24	Thu 9/26/24	0%
5	PC-4.1 Wet Well LS9	30 days	Fri 9/27/24	Sat 10/26/24	0%
6	PC-05 LS 32 - Pending	30 days	Sun 10/27/24	Mon 11/25/24	0%
7	PC-06 Transfer Switch	91 days	Tue 11/26/24	Mon 2/24/25	0%
8	PC-07 New Starter	5 days	Tue 2/25/25	Sat 3/1/25	0%
9	PC-08 New Service - Pending	6 days	Sun 3/2/25	Fri 3/7/25	0%
10	PC-09 LS SRM-1	60 days	Sat 3/8/25	Tue 5/6/25	0%
11	Substantial Completion	0 days	Tue 5/6/25	Tue 5/6/25	0%
12	**Admin**	**317 days**	**Fri 7/28/23**	**Mon 10/14/24**	**67%**
13	Issue NTP	0 days	Fri 7/28/23	Fri 7/28/23	100%
14	Process Submittals	100 days	Fri 9/8/23	Thu 1/25/24	100%
15	**Long Lead Items**	**287 days**	**Fri 9/8/23**	**Mon 10/14/24**	**65%**
16	Procure Pumps/Panels Phase 1	130 days	Tue 9/26/23	Mon 3/25/24	100%
17	Procure Pumps/Panels Phase 2	180 days	Tue 9/26/23	Mon 6/3/24	50%
18	Procure Pumps/Panels Phase 3	180 days	Tue 9/26/23	Mon 6/3/24	90%
19	Procure Pumps/Panels Phase 4	180 days	Tue 9/26/23	Mon 6/3/24	90%
20	Procure Pumps/Panels Phase 5	180 days	Tue 9/26/23	Mon 6/3/24	0%
21	Procure Pumps for Modification LS	120 days	Mon 6/17/24	Mon 10/14/24	0%
22	Procure Generators	171 days	Fri 9/8/23	Fri 5/3/24	100%
23	Procure Precast	30 days	Tue 1/23/24	Mon 3/4/24	100%
24	Procure Piping & Valves	87 days	Thu 1/25/24	Fri 5/24/24	80%
25	**Construction Phase**	**260 days**	**Mon 2/19/24**	**Fri 2/14/25**	**32%**
26	Mobilize	15 days	Mon 2/19/24	Fri 3/8/24	100%
27	**LS-38**	**51 days**	**Mon 3/11/24**	**Mon 5/20/24**	**100%**
37	**LS-39**	**40 days**	**Mon 3/11/24**	**Fri 5/3/24**	**100%**
44	**LS-7**	**60 days**	**Fri 3/8/24**	**Fri 5/31/24**	**100%**
53	**WS-1**	**55 days**	**Mon 3/11/24**	**Fri 5/24/24**	**100%**
60	**LS-26**	**98 days**	**Mon 4/15/24**	**Wed 8/28/24**	**100%**
66	**LS-24**	**30 days**	**Mon 5/6/24**	**Fri 6/14/24**	**67%**
67	Start LS-24	0 days	Mon 5/6/24	Mon 5/6/24	100%
68	Replace Pumps	30 days	Mon 5/6/24	Fri 6/14/24	100%
69	Replace Valves	30 days	Mon 5/6/24	Fri 6/14/24	100%
70	New Panel & Stand	30 days	Mon 5/6/24	Fri 6/14/24	50%
71	New Rails	30 days	Mon 5/6/24	Fri 6/14/24	100%
72	New Generator Connection	30 days	Mon 5/6/24	Fri 6/14/24	50%



Project: Suhedule update 5-13-
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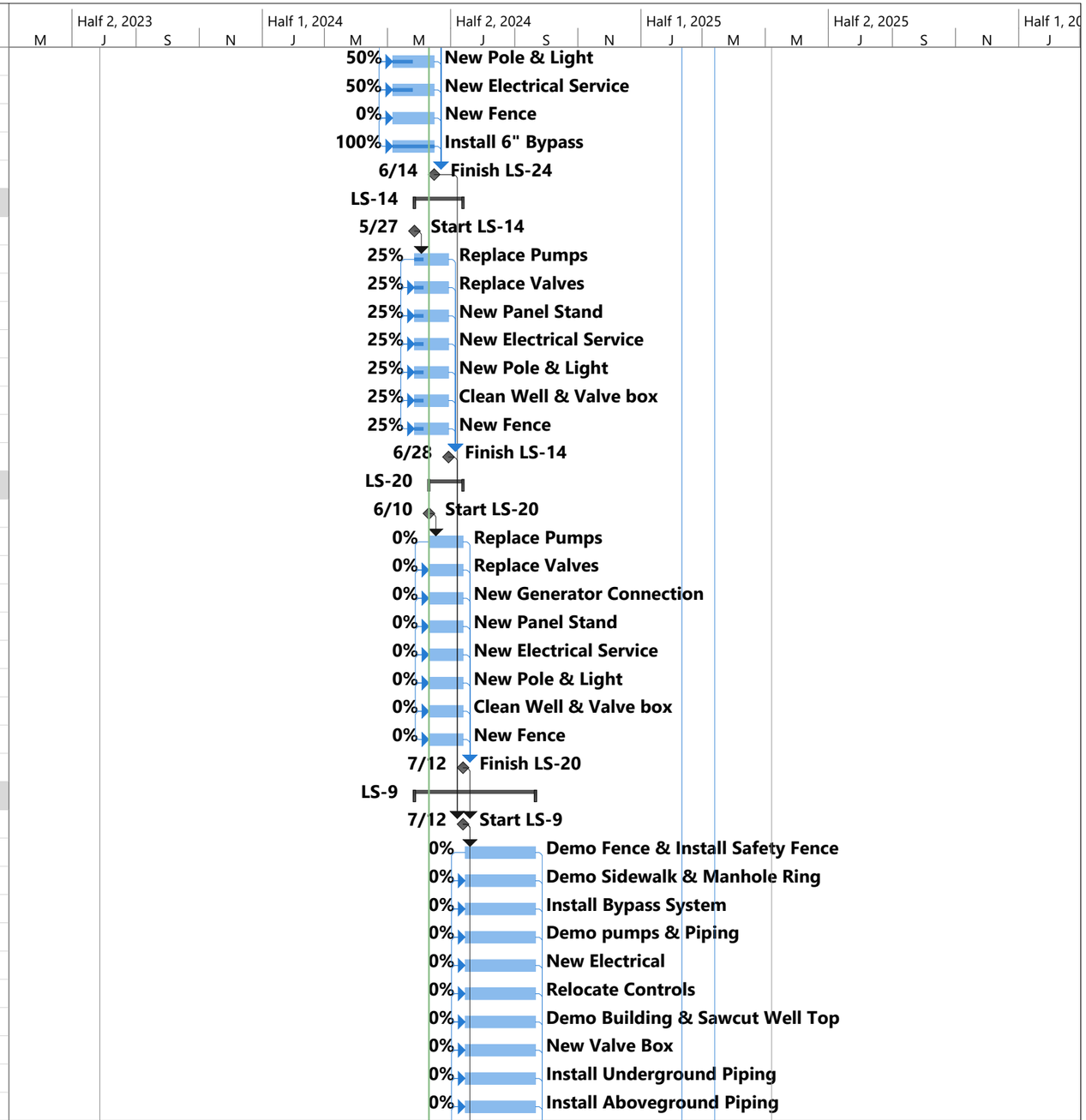
Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

ID	Task Name	Duration	Start	Finish	% Complete
73	New Pole & Light	30 days	Mon 5/6/24	Fri 6/14/24	50%
74	New Electrical Service	30 days	Mon 5/6/24	Fri 6/14/24	50%
75	New Fence	30 days	Mon 5/6/24	Fri 6/14/24	0%
76	Install 6" Bypass	30 days	Mon 5/6/24	Fri 6/14/24	100%
77	Finish LS-24	0 days	Fri 6/14/24	Fri 6/14/24	0%
78	**LS-14**	**35 days**	**Mon 5/27/24**	**Fri 7/12/24**	**12%**
79	Start LS-14	0 days	Mon 5/27/24	Mon 5/27/24	100%
80	Replace Pumps	25 days	Mon 5/27/24	Fri 6/28/24	25%
81	Replace Valves	25 days	Mon 5/27/24	Fri 6/28/24	25%
82	New Panel Stand	25 days	Mon 5/27/24	Fri 6/28/24	25%
83	New Electrical Service	25 days	Mon 5/27/24	Fri 6/28/24	25%
84	New Pole & Light	25 days	Mon 5/27/24	Fri 6/28/24	25%
85	Clean Well & Valve box	25 days	Mon 5/27/24	Fri 6/28/24	25%
86	New Fence	25 days	Mon 5/27/24	Fri 6/28/24	25%
87	Finish LS-14	0 days	Fri 6/28/24	Fri 6/28/24	0%
88	**LS-20**	**25 days**	**Mon 6/10/24**	**Fri 7/12/24**	**0%**
89	Start LS-20	0 days	Mon 6/10/24	Mon 6/10/24	0%
90	Replace Pumps	25 days	Mon 6/10/24	Fri 7/12/24	0%
91	Replace Valves	25 days	Mon 6/10/24	Fri 7/12/24	0%
92	New Generator Connection	25 days	Mon 6/10/24	Fri 7/12/24	0%
93	New Panel Stand	25 days	Mon 6/10/24	Fri 7/12/24	0%
94	New Electrical Service	25 days	Mon 6/10/24	Fri 7/12/24	0%
95	New Pole & Light	25 days	Mon 6/10/24	Fri 7/12/24	0%
96	Clean Well & Valve box	25 days	Mon 6/10/24	Fri 7/12/24	0%
97	New Fence	25 days	Mon 6/10/24	Fri 7/12/24	0%
98	Finish LS-20	0 days	Fri 7/12/24	Fri 7/12/24	0%
99	**LS-9**	**85 days**	**Mon 5/27/24**	**Fri 9/20/24**	**3%**
100	Start LS-9	0 days	Fri 7/12/24	Fri 7/12/24	0%
101	Demo Fence & Install Safety Fence	50 days	Mon 7/15/24	Fri 9/20/24	0%
102	Demo Sidewalk & Manhole Ring	50 days	Mon 7/15/24	Fri 9/20/24	0%
103	Install Bypass System	50 days	Mon 7/15/24	Fri 9/20/24	0%
104	Demo pumps & Piping	50 days	Mon 7/15/24	Fri 9/20/24	0%
105	New Electrical	50 days	Mon 7/15/24	Fri 9/20/24	0%
106	Relocate Controls	50 days	Mon 7/15/24	Fri 9/20/24	0%
107	Demo Building & Sawcut Well Top	50 days	Mon 7/15/24	Fri 9/20/24	0%
108	New Valve Box	50 days	Mon 7/15/24	Fri 9/20/24	0%
109	Install Underground Piping	50 days	Mon 7/15/24	Fri 9/20/24	0%
110	Install Aboveground Piping	50 days	Mon 7/15/24	Fri 9/20/24	0%



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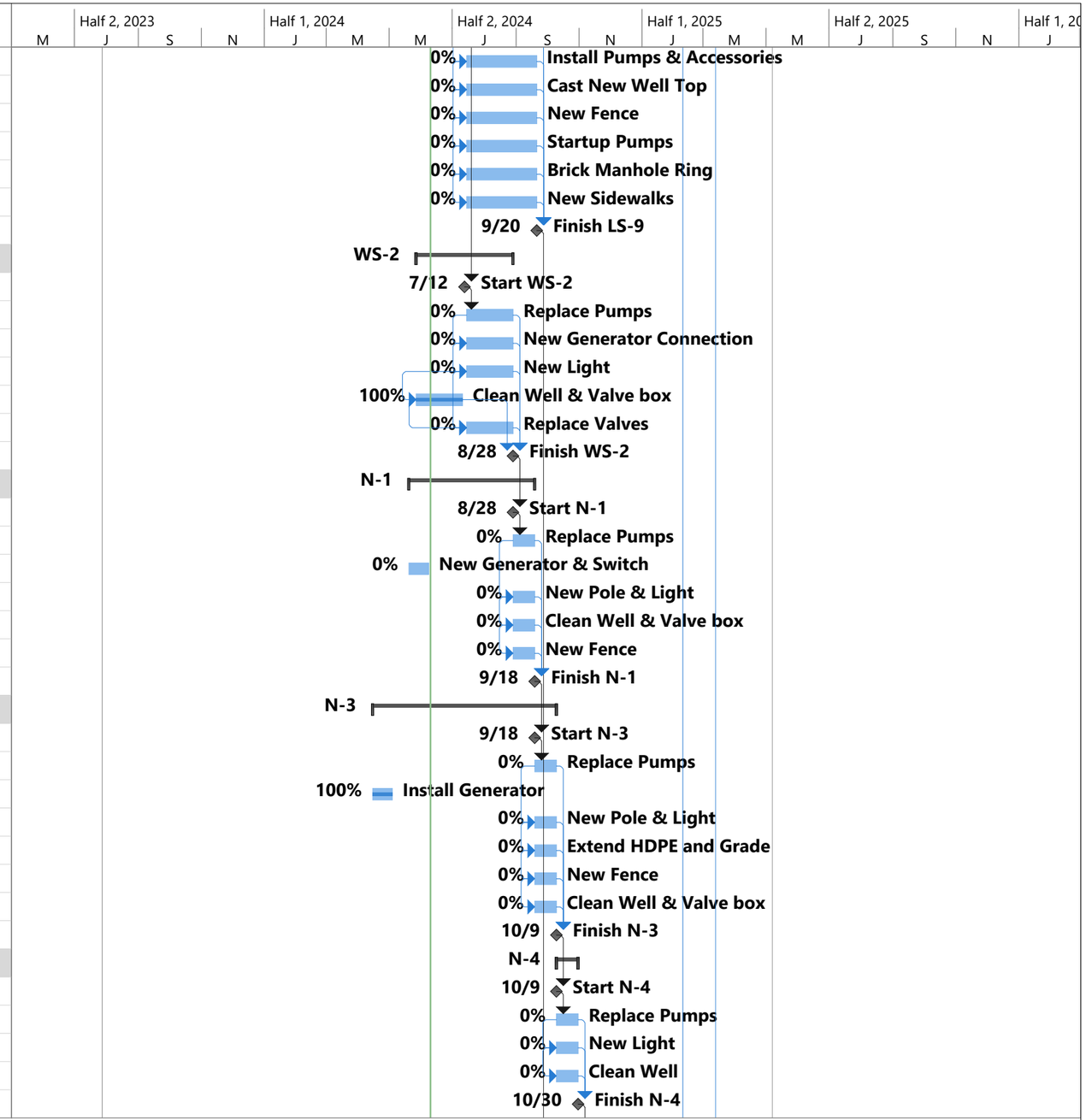
Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

ID	Task Name	Duration	Start	Finish	% Complete
111	Install Pumps & Accessories	50 days	Mon 7/15/24	Fri 9/20/24	0%
112	Cast New Well Top	50 days	Mon 7/15/24	Fri 9/20/24	0%
113	New Fence	50 days	Mon 7/15/24	Fri 9/20/24	0%
114	Startup Pumps	50 days	Mon 7/15/24	Fri 9/20/24	0%
115	Brick Manhole Ring	50 days	Mon 7/15/24	Fri 9/20/24	0%
116	New Sidewalks	50 days	Mon 7/15/24	Fri 9/20/24	0%
117	Finish LS-9	0 days	Fri 9/20/24	Fri 9/20/24	0%
118	**WS-2**	**68 days**	**Mon 5/27/24**	**Wed 8/28/24**	**20%**
119	Start WS-2	0 days	Fri 7/12/24	Fri 7/12/24	0%
120	Replace Pumps	33 days	Mon 7/15/24	Wed 8/28/24	0%
121	New Generator Connection	33 days	Mon 7/15/24	Wed 8/28/24	0%
122	New Light	33 days	Mon 7/15/24	Wed 8/28/24	0%
123	Clean Well & Valve box	33 days	Mon 5/27/24	Wed 7/10/24	100%
124	Replace Valves	33 days	Mon 7/15/24	Wed 8/28/24	0%
125	Finish WS-2	0 days	Wed 8/28/24	Wed 8/28/24	0%
126	**N-1**	**88 days**	**Mon 5/20/24**	**Wed 9/18/24**	**0%**
127	Start N-1	0 days	Wed 8/28/24	Wed 8/28/24	0%
128	Replace Pumps	15 days	Thu 8/29/24	Wed 9/18/24	0%
129	New Generator & Switch	15 days	Mon 5/20/24	Fri 6/7/24	0%
130	New Pole & Light	15 days	Thu 8/29/24	Wed 9/18/24	0%
131	Clean Well & Valve box	15 days	Thu 8/29/24	Wed 9/18/24	0%
132	New Fence	15 days	Thu 8/29/24	Wed 9/18/24	0%
133	Finish N-1	0 days	Wed 9/18/24	Wed 9/18/24	0%
134	**N-3**	**128 days**	**Mon 4/15/24**	**Wed 10/9/24**	**17%**
135	Start N-3	0 days	Wed 9/18/24	Wed 9/18/24	0%
136	Replace Pumps	15 days	Thu 9/19/24	Wed 10/9/24	0%
137	Install Generator	15 days	Mon 4/15/24	Fri 5/3/24	100%
138	New Pole & Light	15 days	Thu 9/19/24	Wed 10/9/24	0%
139	Extend HDPE and Grade	15 days	Thu 9/19/24	Wed 10/9/24	0%
140	New Fence	15 days	Thu 9/19/24	Wed 10/9/24	0%
141	Clean Well & Valve box	15 days	Thu 9/19/24	Wed 10/9/24	0%
142	Finish N-3	0 days	Wed 10/9/24	Wed 10/9/24	0%
143	**N-4**	**15 days**	**Wed 10/9/24**	**Wed 10/30/24**	**0%**
144	Start N-4	0 days	Wed 10/9/24	Wed 10/9/24	0%
145	Replace Pumps	15 days	Thu 10/10/24	Wed 10/30/24	0%
146	New Light	15 days	Thu 10/10/24	Wed 10/30/24	0%
147	Clean Well	15 days	Thu 10/10/24	Wed 10/30/24	0%
148	Finish N-4	0 days	Wed 10/30/24	Wed 10/30/24	0%



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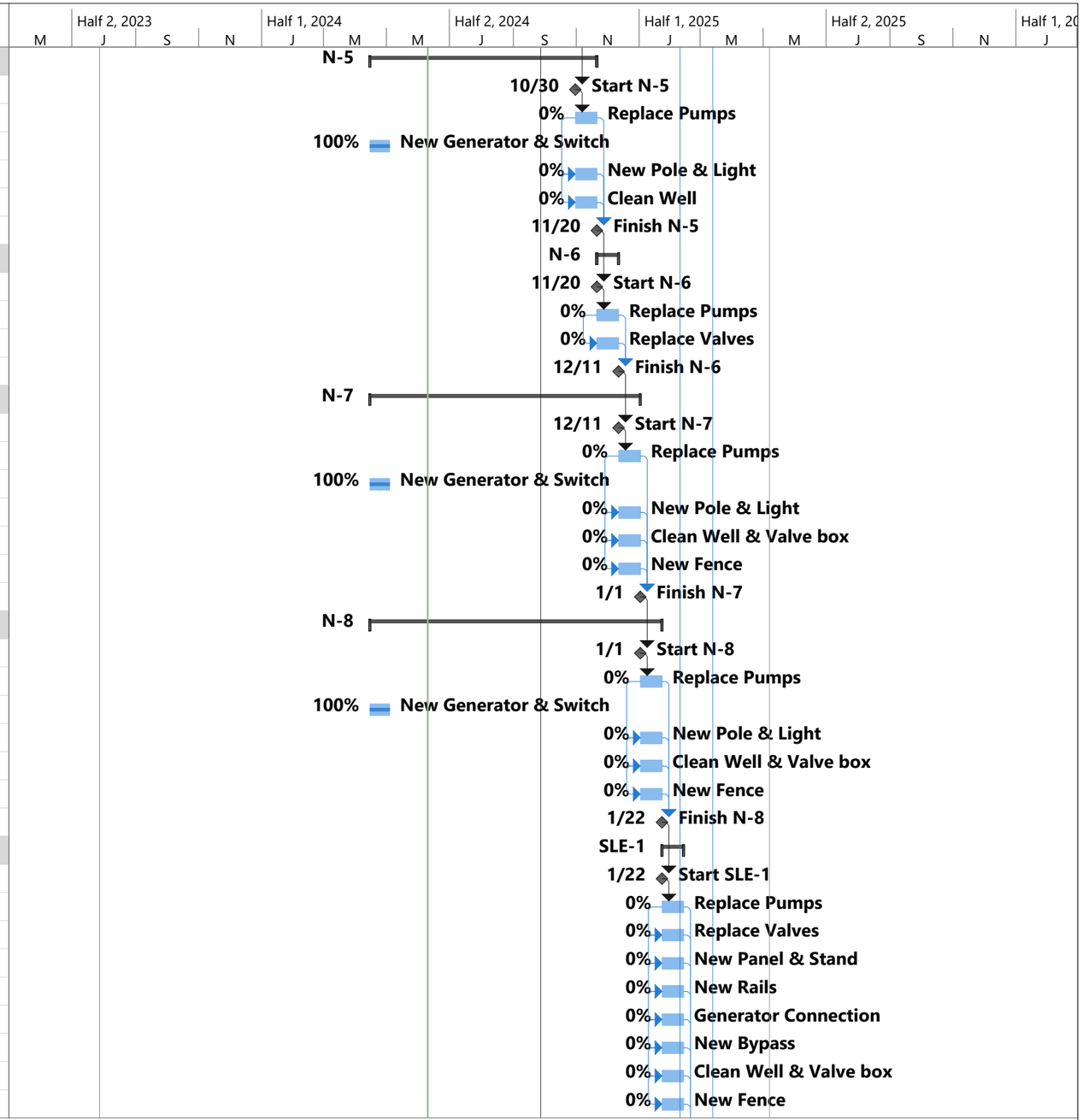
Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

ID	Task Name	Duration	Start	Finish	% Complete
149	**N-5**	**158 days**	**Mon 4/15/24**	**Wed 11/20/24**	**25%**
150	Start N-5	0 days	Wed 10/30/24	Wed 10/30/24	0%
151	Replace Pumps	15 days	Thu 10/31/24	Wed 11/20/24	0%
152	New Generator & Switch	15 days	Mon 4/15/24	Fri 5/3/24	100%
153	New Pole & Light	15 days	Thu 10/31/24	Wed 11/20/24	0%
154	Clean Well	15 days	Thu 10/31/24	Wed 11/20/24	0%
155	Finish N-5	0 days	Wed 11/20/24	Wed 11/20/24	0%
156	**N-6**	**15 days**	**Wed 11/20/24**	**Wed 12/11/24**	**0%**
157	Start N-6	0 days	Wed 11/20/24	Wed 11/20/24	0%
158	Replace Pumps	15 days	Thu 11/21/24	Wed 12/11/24	0%
159	Replace Valves	15 days	Thu 11/21/24	Wed 12/11/24	0%
160	Finish N-6	0 days	Wed 12/11/24	Wed 12/11/24	0%
161	**N-7**	**188 days**	**Mon 4/15/24**	**Wed 1/1/25**	**20%**
162	Start N-7	0 days	Wed 12/11/24	Wed 12/11/24	0%
163	Replace Pumps	15 days	Thu 12/12/24	Wed 1/1/25	0%
164	New Generator & Switch	15 days	Mon 4/15/24	Fri 5/3/24	100%
165	New Pole & Light	15 days	Thu 12/12/24	Wed 1/1/25	0%
166	Clean Well & Valve box	15 days	Thu 12/12/24	Wed 1/1/25	0%
167	New Fence	15 days	Thu 12/12/24	Wed 1/1/25	0%
168	Finish N-7	0 days	Wed 1/1/25	Wed 1/1/25	0%
169	**N-8**	**203 days**	**Mon 4/15/24**	**Wed 1/22/25**	**20%**
170	Start N-8	0 days	Wed 1/1/25	Wed 1/1/25	0%
171	Replace Pumps	15 days	Thu 1/2/25	Wed 1/22/25	0%
172	New Generator & Switch	15 days	Mon 4/15/24	Fri 5/3/24	100%
173	New Pole & Light	15 days	Thu 1/2/25	Wed 1/22/25	0%
174	Clean Well & Valve box	15 days	Thu 1/2/25	Wed 1/22/25	0%
175	New Fence	15 days	Thu 1/2/25	Wed 1/22/25	0%
176	Finish N-8	0 days	Wed 1/22/25	Wed 1/22/25	0%
177	**SLE-1**	**15 days**	**Wed 1/22/25**	**Wed 2/12/25**	**0%**
178	Start SLE-1	0 days	Wed 1/22/25	Wed 1/22/25	0%
179	Replace Pumps	15 days	Thu 1/23/25	Wed 2/12/25	0%
180	Replace Valves	15 days	Thu 1/23/25	Wed 2/12/25	0%
181	New Panel & Stand	15 days	Thu 1/23/25	Wed 2/12/25	0%
182	New Rails	15 days	Thu 1/23/25	Wed 2/12/25	0%
183	Generator Connection	15 days	Thu 1/23/25	Wed 2/12/25	0%
184	New Bypass	15 days	Thu 1/23/25	Wed 2/12/25	0%
185	Clean Well & Valve box	15 days	Thu 1/23/25	Wed 2/12/25	0%
186	New Fence	15 days	Thu 1/23/25	Wed 2/12/25	0%



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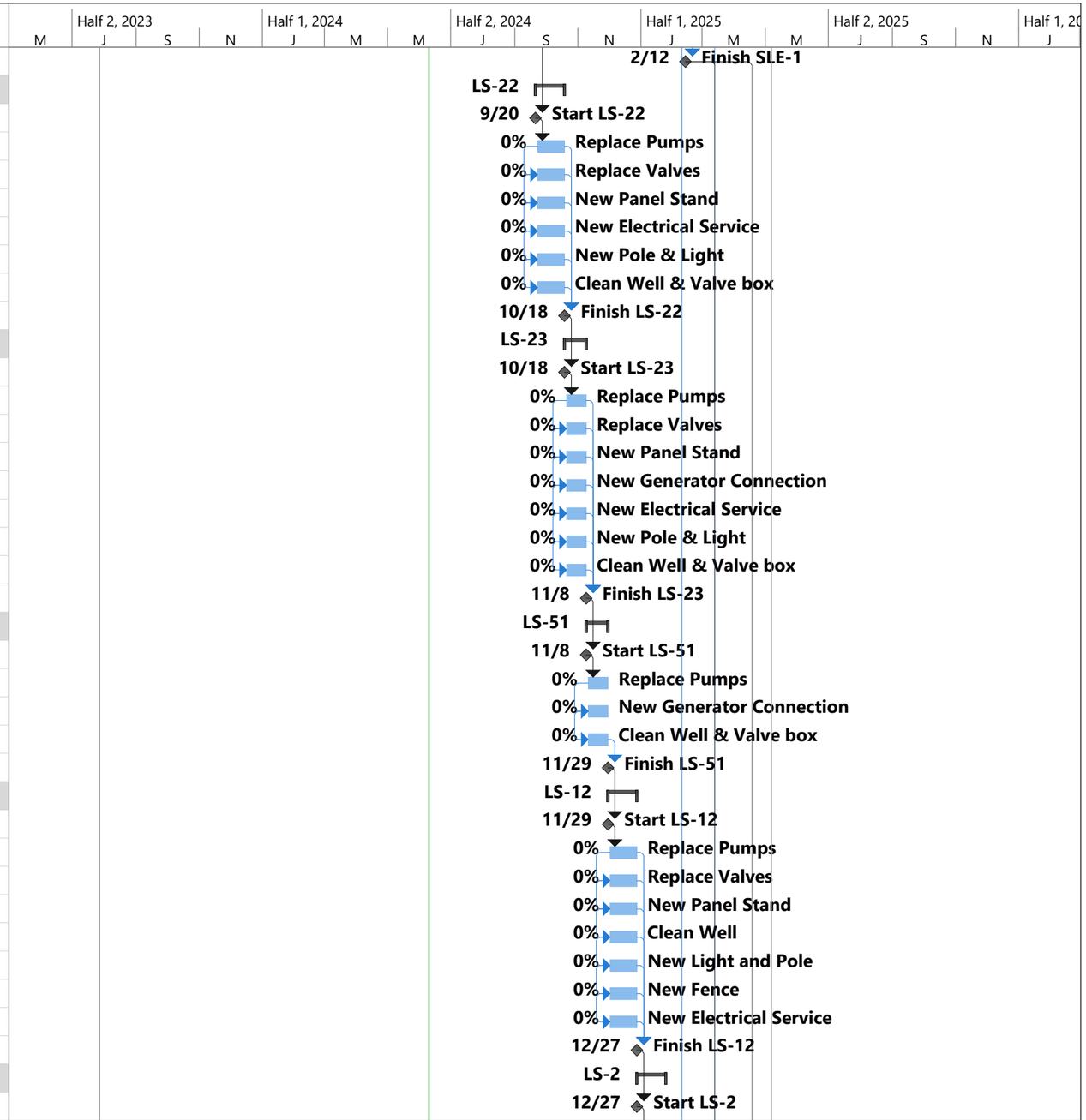
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

ID	Task Name	Duration	Start	Finish	% Complete
187	Finish SLE-1	0 days	Wed 2/12/25	Wed 2/12/25	0%
188	**LS-22**	**20 days**	**Fri 9/20/24**	**Fri 10/18/24**	**0%**
189	Start LS-22	0 days	Fri 9/20/24	Fri 9/20/24	0%
190	Replace Pumps	20 days	Mon 9/23/24	Fri 10/18/24	0%
191	Replace Valves	20 days	Mon 9/23/24	Fri 10/18/24	0%
192	New Panel Stand	20 days	Mon 9/23/24	Fri 10/18/24	0%
193	New Electrical Service	20 days	Mon 9/23/24	Fri 10/18/24	0%
194	New Pole & Light	20 days	Mon 9/23/24	Fri 10/18/24	0%
195	Clean Well & Valve box	20 days	Mon 9/23/24	Fri 10/18/24	0%
196	Finish LS-22	0 days	Fri 10/18/24	Fri 10/18/24	0%
197	**LS-23**	**15 days**	**Fri 10/18/24**	**Fri 11/8/24**	**0%**
198	Start LS-23	0 days	Fri 10/18/24	Fri 10/18/24	0%
199	Replace Pumps	15 days	Mon 10/21/24	Fri 11/8/24	0%
200	Replace Valves	15 days	Mon 10/21/24	Fri 11/8/24	0%
201	New Panel Stand	15 days	Mon 10/21/24	Fri 11/8/24	0%
202	New Generator Connection	15 days	Mon 10/21/24	Fri 11/8/24	0%
203	New Electrical Service	15 days	Mon 10/21/24	Fri 11/8/24	0%
204	New Pole & Light	15 days	Mon 10/21/24	Fri 11/8/24	0%
205	Clean Well & Valve box	15 days	Mon 10/21/24	Fri 11/8/24	0%
206	Finish LS-23	0 days	Fri 11/8/24	Fri 11/8/24	0%
207	**LS-51**	**15 days**	**Fri 11/8/24**	**Fri 11/29/24**	**0%**
208	Start LS-51	0 days	Fri 11/8/24	Fri 11/8/24	0%
209	Replace Pumps	15 days	Mon 11/11/24	Fri 11/29/24	0%
210	New Generator Connection	15 days	Mon 11/11/24	Fri 11/29/24	0%
211	Clean Well & Valve box	15 days	Mon 11/11/24	Fri 11/29/24	0%
212	Finish LS-51	0 days	Fri 11/29/24	Fri 11/29/24	0%
213	**LS-12**	**20 days**	**Fri 11/29/24**	**Fri 12/27/24**	**0%**
214	Start LS-12	0 days	Fri 11/29/24	Fri 11/29/24	0%
215	Replace Pumps	20 days	Mon 12/2/24	Fri 12/27/24	0%
216	Replace Valves	20 days	Mon 12/2/24	Fri 12/27/24	0%
217	New Panel Stand	20 days	Mon 12/2/24	Fri 12/27/24	0%
218	Clean Well	20 days	Mon 12/2/24	Fri 12/27/24	0%
219	New Light and Pole	20 days	Mon 12/2/24	Fri 12/27/24	0%
220	New Fence	20 days	Mon 12/2/24	Fri 12/27/24	0%
221	New Electrical Service	20 days	Mon 12/2/24	Fri 12/27/24	0%
222	Finish LS-12	0 days	Fri 12/27/24	Fri 12/27/24	0%
223	**LS-2**	**20 days**	**Fri 12/27/24**	**Fri 1/24/25**	**0%**
224	Start LS-2	0 days	Fri 12/27/24	Fri 12/27/24	0%



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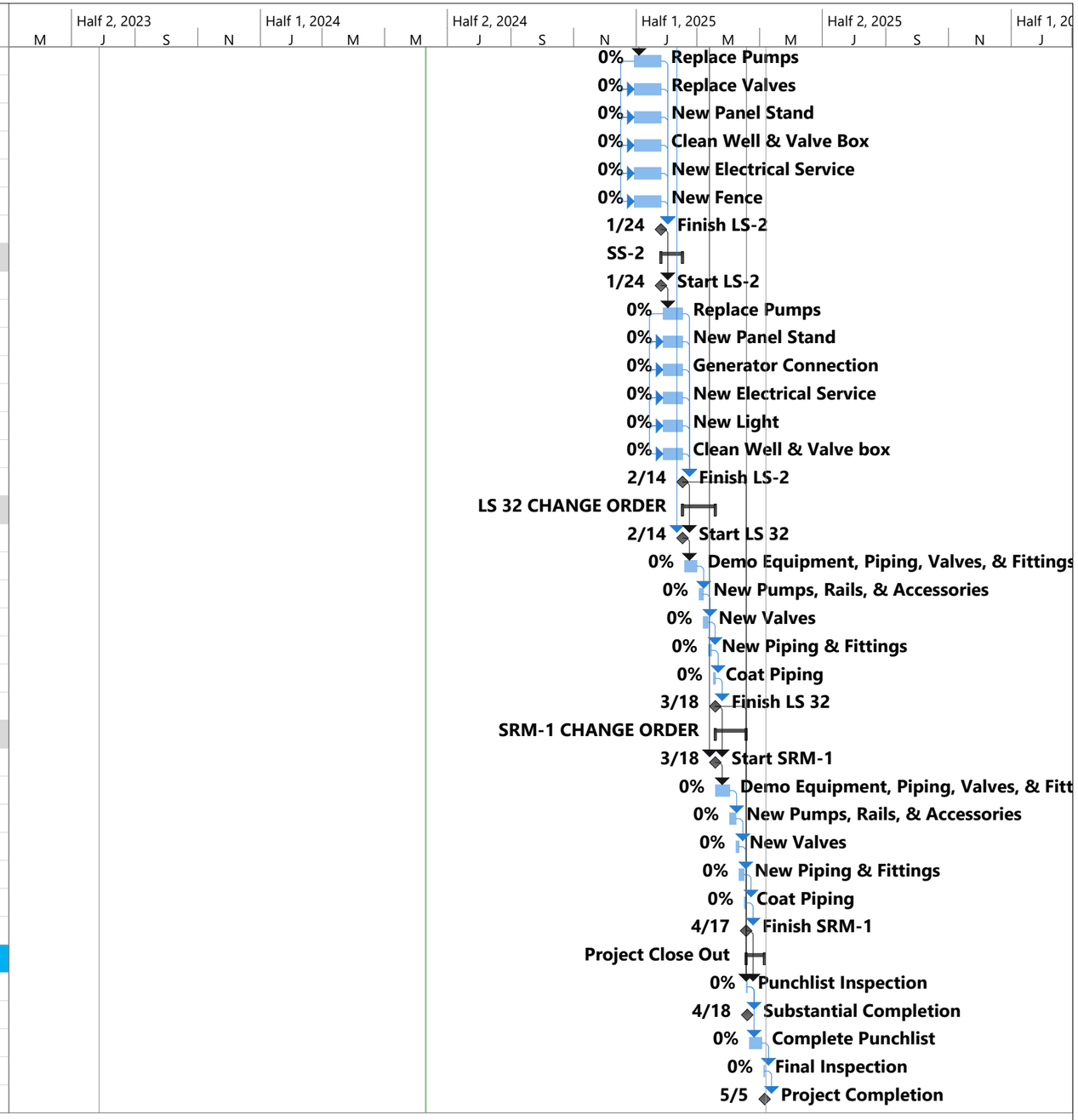
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

ID	Task Name	Duration	Start	Finish	% Complete
225	Replace Pumps	20 days	Mon 12/30/24	Fri 1/24/25	0%
226	Replace Valves	20 days	Mon 12/30/24	Fri 1/24/25	0%
227	New Panel Stand	20 days	Mon 12/30/24	Fri 1/24/25	0%
228	Clean Well & Valve Box	20 days	Mon 12/30/24	Fri 1/24/25	0%
229	New Electrical Service	20 days	Mon 12/30/24	Fri 1/24/25	0%
230	New Fence	20 days	Mon 12/30/24	Fri 1/24/25	0%
231	Finish LS-2	0 days	Fri 1/24/25	Fri 1/24/25	0%
232	**SS-2**	**15 days**	**Fri 1/24/25**	**Fri 2/14/25**	**0%**
233	Start LS-2	0 days	Fri 1/24/25	Fri 1/24/25	0%
234	Replace Pumps	15 days	Mon 1/27/25	Fri 2/14/25	0%
235	New Panel Stand	15 days	Mon 1/27/25	Fri 2/14/25	0%
236	Generator Connection	15 days	Mon 1/27/25	Fri 2/14/25	0%
237	New Electrical Service	15 days	Mon 1/27/25	Fri 2/14/25	0%
238	New Light	15 days	Mon 1/27/25	Fri 2/14/25	0%
239	Clean Well & Valve box	15 days	Mon 1/27/25	Fri 2/14/25	0%
240	Finish LS-2	0 days	Fri 2/14/25	Fri 2/14/25	0%
241	**LS 32 Modification**	**22 days**	**Fri 2/14/25**	**Tue 3/18/25**	**0%**
242	Start LS 32	0 days	Fri 2/14/25	Fri 2/14/25	0%
243	Demo Equipment, Piping, Valves, & Fittin	10 days	Mon 2/17/25	Fri 2/28/25	0%
244	New Pumps, Rails, & Accessories	4 days	Mon 3/3/25	Thu 3/6/25	0%
245	New Valves	3 days	Fri 3/7/25	Tue 3/11/25	0%
246	New Piping & Fittings	3 days	Wed 3/12/25	Fri 3/14/25	0%
247	Coat Piping	2 days	Mon 3/17/25	Tue 3/18/25	0%
248	Finish LS 32	0 days	Tue 3/18/25	Tue 3/18/25	0%
249	**SRM-1 Modification**	**22 days**	**Tue 3/18/25**	**Thu 4/17/25**	**0%**
250	Start SRM-1	0 days	Tue 3/18/25	Tue 3/18/25	0%
251	Demo Equipment, Piping, Valves, & Fittin	10 days	Wed 3/19/25	Tue 4/1/25	0%
252	New Pumps, Rails, & Accessories	4 days	Wed 4/2/25	Mon 4/7/25	0%
253	New Valves	3 days	Tue 4/8/25	Thu 4/10/25	0%
254	New Piping & Fittings	3 days	Fri 4/11/25	Tue 4/15/25	0%
255	Coat Piping	2 days	Wed 4/16/25	Thu 4/17/25	0%
256	Finish SRM-1	0 days	Thu 4/17/25	Thu 4/17/25	0%
257	**Project Close Out**	**12 days**	**Fri 4/18/25**	**Mon 5/5/25**	**0%**
258	Punchlist Inspection	1 day	Fri 4/18/25	Fri 4/18/25	0%
259	Substantial Completion	0 days	Fri 4/18/25	Fri 4/18/25	0%
260	Complete Punchlist	10 days	Mon 4/21/25	Fri 5/2/25	0%
261	Final Inspection	1 day	Mon 5/5/25	Mon 5/5/25	0%
262	Project Completion	0 days	Mon 5/5/25	Mon 5/5/25	0%



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Summary	Inactive Summary	Manual Summary	External Milestone

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Approval of the contract amendment between H2O Innovations and the City of Gautier to include the attached appendices**
Introduced by:	
Contact Person/Telephone	**Ramona Morgan 497-8000**

Summary Explanation: Approval of the contract amendment between H2O Innovations and the City of Gautier to include the attached appendices

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 Professoinal 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 include the attached appendices that includes organizational chart, employee rates, ditch maintenance plan, right-of-way plan, and street sweeping plan; 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 June 18, 2024.

STATE OF MISSISSIPPI 2023
COUNTY OF JACKSON
CITY OF GAUTIER

**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	BADTASTINGWATER – 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	HYDRANTLEAK – repair or replace leaking fire hydrant	Current Code/ Engineering Standards	7 days
4	METERLEAK – repair or replace leaking meter	Current Code/ Engineering Standards	7 days
5	MTRADJUSTMT – adjust meter to different height or location	Current Code/ Engineering Standards	12 days
6	MTRBOXBROKEN- repair or replace broken meter box	Current Code/ Engineering Standards	7 days
7	WATERDIRTY – respond to water quality complaint	Dept. of Health Standards	3 days
8	WATERLEAK – repair water leak	Current Code/ Engineering Standards	7 days
9	WATERMAINBREAK – repair major water main break	Current Code/ Engineering Standards	1 day
10	WATERODOR – respond to water quality complaint	Dept. of Health Standards	3 days
11	WATERPRESSURELOW – respond to water quality complaint	Dept. of Health Standards	3 days
12	BOILWATERNOTICE	Dept. of Health Standards	Immediate
13	DROPINMETER – install meter at location with service and box	Current Code/ Engineering Standards	10 days
14	INSTALLHYDRANT – install new fire hydrant where one does not exist	Current Code/ Engineering Standards	17 days
15	INSTALLVALVE – install new water valve	Current Code/ Engineering Standards	17 days
16	INSTALL WTR 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	INSTALLYARDMETER – 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

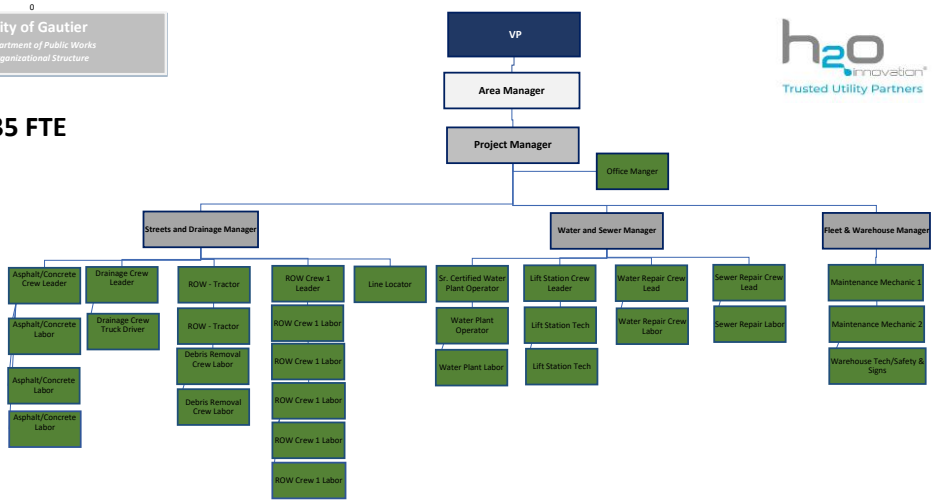
0

City of Gautier

Department of Public Works
Organizational Structure

h2o innovation®
Trusted Utility Partners

35 FTE



Count	Payroll Name	Department	Pay Type	Rate
1	Contract Manager	Admin	Salary	Exempt
2	Admin Assistant	Admin	Hourly	16.00
3	Street and Drainage Manager	Street Dept.	Salary	23.00
4	ROW Crew Leader	Street Dept.	Hourly	18.00
5	ROW Labor	Street Dept.	Hourly	15.00
6	ROW Labor	Street Dept.	Hourly	15.00
7	ROW Labor/Debris Removal	Street Dept.	Hourly	15.00
8	ROW Labor/Debris Removal	Street Dept.	Hourly	15.00
9	Street Department Truck Driver	Street Dept.	Hourly	16.00
10	Asphalt/Concrete Crew Leader	Street Dept.	Hourly	18.00
11	Asphalt/Concrete Crew Laborer	Street Dept.	Hourly	15.00
12	Ashalt/Concrete Crew Laborer	Street Dept	Hourly	15.00
13	Line Locator	Street Dept.	Hourly	17.50
14	Drainage Crew Leader	Drainage	Hourly	18.00
15	Drainage Truck Driver	Drainage	Hourly	16.00
16	Drainage Laborer	Drainage	Hourly	15.00
17	ROW Crew Leader	ROW	Hourly	18.00
18	ROW Operator (Heavy)	ROW	Hourly	16.50
19	ROW Operator	ROW	Hourly	15.00
20	ROW Operator	ROW	Hourly	15.00
21	Water and Sewer Manager	Water	Salary	24.00
22	Water Operator (Certified)	Water	Hourly	24.00
23	Water Operator SCADA	Water	Hourly	16.50
24	Water Plant Laborer	Water	Hourly	15.00
25	Water Repair Crew Leader	Water	Hourly	19.00
26	Water Repair Crew Laborer	Water	Hourly	15.00
27	Sewer Repair Crew Leader	Sewer	Hourly	19.00
28	Sewer Repair Crew Laborer	Sewer	Hourly	15.00
29	Lift Station Supervisor	Sewer	Hourly	21.00
30	Lift Station Tech.	Sewer	Hourly	16.50
31	Lift Station Tech.	Sewer	Hourly	16.50
32	Warehouse/Fleet Manager	Warehouse/Fleet	Salary	23.00
33	Warehouse Tech, Safety, Signs	Warehouse/Fleet	Hourly	20.00
34	Mechanic	Warehouse/Fleet	Hourly	21.50
35	Mechanic	Warehouse/Fleet	Hourly	19.00

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)

City Of Gautier Ditch Maintenance Plan

H2O Innovation is dedicated to the maintenance and upkeep of the City of Gautier's drainage system. Maintaining drainage ditches not only protects roadways and thoroughfares but prevents flooding for the residents of Gautier. As part of a maintenance plan, ditches require inspection, routine cutting, and clearing. Through a routine ditch maintenance plan, H2O aims to reduce the hazards to the public as well as maintain a visually pleasing drainage system.

H2O has identified 13 main drainage systems in the City of Gautier. Each of these systems has been designated a name for reference.

The 13 identified main drainage/ditches (MD for reference) systems are the following:

MD-1: Brown Road to Highway 90

MD-2: Highway 90 West to CSX Railroad

MD-3: Highway 90 Central

MD-4: Highway 90 East to Old Spanish Trail

MD-5: Dolphin Road to Gautier Vancleave

MD-6: Old Spanish Trail NRCS Ditch

MD-7: Camino Grande to Dolphin

MD-8: University Drive bordering Shepherd Park

MD-9: East Side of Ladnier Road from North of Old Spanish Trail continuing South to the Railroad at Ladnier

MD-10: Old Spanish Trail East to Entrance of Isle of Pines Trailer Park

MD-11: Gautier Vancleave Road (Ante Bellum Condominiums) to Briargate Drive

MD-12: North of Riverside Drive from Martin Bluff Rd. to Francis Dr.

MD-13: Laurel Glenn Rd. To Greycliffe St.

Maintenance Schedule:

- Inspection – Routine Inspections are critical to maintaining effective drainage for the city. All of the 13 named drainage systems will be inspected quarterly. Quarterly Inspections will ensure that each drainage system is flowing efficiently. The findings of these inspections will be submitted to the City of Gautier's Public Works director for review.
- Clearing/cutting – Maintenance and upkeep of the drainage system not only maximizes the flow of each system, but also presents a visually pleasing appearance. H2O will clear/cut each of the named drainage systems at a minimum of twice per year. This will ensure that access will be readily available for the quarterly inspections as well as maintaining the proper appearance as mentioned above.
- Cleaning – Maintaining proper flow is crucial in the event of heavy rain or tropical storms. Over time, sediment accumulation and debris build up can occur and impede flow for drainage systems. Through the routine inspection process, H2O aims to minimize sediment and debris build up. If buildup was to occur, H2O will clean the drainage systems as necessary. These observations will be noted and reported through the quarterly inspection process.

Weather conditions and emergencies can alter this plan. Additional maintenance may be required or as directed by the Public Works Director.

City Of Gautier ROW Plan

This ROW plan has been created to best service the thoroughfares of the City of Gautier and the roads that stem from those thoroughfares. This schedule has been created in consideration of the benchmark performance standards and the six allotted personnel for ROW maintenance set forth in the service contract with the City of Gautier. This ROW maintenance plan is susceptible to change pending release from benchmark performance standards set forth in the contract, inclement weather, or at the discretion of the City Manager or Public Works Director.

Weekly Routine – Grass Mowing (Finish Cut)

- 1st week of the Month
    - Monday – Highway 90
    - Tuesday – Highway 90
    - Wednesday – Highway 90/Dolphin Rd, Dolphin Drive, Beasley, William Payn
    - Thursday – Highway 90
    - Friday – Highway 90
- 2nd week of the Month
    - Monday – Highway 57 (Starting at Acadian Village)
    - Tuesday – Highway 57
    - Wednesday – Gautier Vancleave
    - Thursday – Gautier Vancleave/Martin Bluff
    - Friday – Martin Bluff/Frontage
- 3rd Week of the Month
    - Monday – Highway 90
    - Tuesday – Highway 90
    - Wednesday – Highway 90/Dolphin Rd, Dolphin Drive, Beasley, William Payn
    - Thursday – Highway 90
    - Friday – Highway 90
- 4th week of the Month
    - Monday – Old Spanish Trail
    - Tuesday – Old Spanish Trail
    - Wednesday – Old Spanish Trail
    - Thursday – South Dolphin
    - Friday – South Dolphin
- 5th Week
    - Monday – Highway 90
    - Tuesday – Highway 90

- Wednesday – Highway 90/Dolphin Rd, Dolphin Drive, Beasley, William Payn
- Thursday – Highway 90
- Friday – Highway 90

- 6Th Week
  - Monday – Westgate
  - Tuesday – Ladnier
  - Wednesday – Ladnier/Guillotteville,Bonita East
  - Thursday – Graveline
  - Friday – Graveline

Tractor Schedule

- Weeks 1-3
  - To be Determined

- Weeks 4-6
  - To be Determined

APPENDIX N

Street Sweeping Plan (provided by SERVICE PROVIDER)

City of Gautier Street Sweeping Plan

This Street Sweeping Plan has been created to best service the thoroughfares of the City of Gautier and the road that stem from those thoroughfares. This schedule has been created in accordance with the main thoroughfares stated in the Public Works Contract. This street sweeping plan is susceptible to change pending release from benchmark performance standards set forth in the contract, inclement weather, or at the discretion of the City Manager or Public Works Director.

Weekly Routine (Repeating Every 2 Weeks)

- 1st week of the Month
    - Highway 90 – Center Medians
- 2nd week of the Month
    - Gautier Vancleave Road – East and West Side
    - Dolphin Road, Dolphin Drive, Willaim Payn, Beasley

Monthly Routine

- Westgate – as Needed
- Northwood Hills – as needed
- Victoria/Prince George – as needed
- College Park – as needed
- Ladnier Road – as needed
- Seacliffe – as needed
- Stonegate – as needed

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:	**June 18, 2024**
Title:	**Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000**

Summary Explanation: Approval of the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event to be held October 6, 2024.

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, the 28th Annual Cruisin' the Coast will be held Oct. 6-13, 2024 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands, oldies entertainment, a swap meet, the CTC/Vicari Auto Auction, and much more; and

WHEREAS, the City of Gautier has been approved by the event organizers to host a one-day event called, Cruisin' Through the Decades that will take place October 6, 2024 with a car cruise-in starting at 12:00 Noon; and

WHEREAS, the event will be conducted pursuant to the terms of the attached agreement; and

WHEREAS, the Cruisin' Through the Decades Event will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Cruisin' Through the Decades Event will be helpful toward advancing the moral, financial and other interests of such municipality;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event scheduled for October 6, 2024 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 June 18, 2024.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	06/12/2024
Subject:	Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event

REQUEST:
The Recreation Department requests that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event to be held October 6, 2024.

BACKGROUND:
The 28th Annual Cruisin' the Coast will be held Oct. 6-13, 2024 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 6, 2024 with a car cruise-in starting at 12 Noon. and a drive-in movie featuring American Graffiti at 5:30 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:
The Gautier Recreation Department has been tasked with planning new activities, more recreational events, and to seek new partnerships to provide more community engagement for the residents of Gautier. The Recreation Department is planning to host a one-day Cruisin' Through the Decades event. The event will consist of musical entertainment, reserved parking for cruisers, food vendors, and a drive-in movie on the big screen.

RECOMMENDATION:
The Recreation Department recommends that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

The City Council may:
1. Approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.; or
2. Not approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

ATTACHMENTS:
1. CTC Agreement 2024

Agreement between
Cruisin' The Coast, Inc. and the City of Gautier

This Agreement is by and between ***Cruisin' the Coast, Inc.*** (hereinafter "CTC") and the following business or entity: City of Gautier, MS (hereinafter, "the City") and applies to the "Cruisin the Coast" event to be held on Sunday, October 6, 2024, in the City of Gautier. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date, the parties do accept the commitments and assurances of the other as follows:

1. **The City of Gautier will provide**:
   - **a.** Event fee of $5,000 (To be paid by the Jackson County Board of Supervisors)
   - **b.** Volunteers to staff the event
   - **c.** Traffic control
   - **d.** Port-o-lets
   - **e.** Signage
   - **f.** A "person in charge" who will coordinate with the "person in charge" designated by CTC to produce the event

2. **Cruisin' The Coast will provide:**
   - **a.** Promotion and advertisement of the Sunday, October 6, 2024, event in all printed materials and on website.
   - **b.** License to use of the Cruisin' The Coast logo upon approval by CTC until the event is complete
   - **c.** A "person in charge" who will coordinate with the "person in charge" designated by City to produce the event
   - **d.** 6 tickets to the Kickoff Sponsor Party.
   - **e.** 6 Sponsor T-shirts

General:

1. Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. CTC is not responsible for collection of any applicable taxes.
2. ET Motorgear is acknowledged as the official apparel vendor of Cruisin' The Coast. Other vending of this type is not permitted. CTC reserves the right to approve other apparel vending if ET Motorgear is not present, or not able to participate.
3. All media releases, press conferences and collateral materials promoting the event must be approved in advance by CTC. The parties acknowledge that CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
4. The City will obtain such event insurance as may be available at the time of the event and will furnish CTC with a copy of any policy so obtained. CTC acknowledges, however, that the City's liability for incidents occurring during the event is governed by the Mississippi Tort Claims Act and that the City of Gautier already carries liability coverage that will protect the City in the event of any damages or losses that might be incurred during the event and for which the City would otherwise be liable. CTC also acknowledges that the City, by law, cannot agree to indemnify CTC, or to hold CTC harmless from any claims, damages, or assessments, that might arise as a result of incidents occurring during the event, except to the extent allowed by law pursuant to state statute.

5. The City of Gautier acknowledges that it is sponsoring the CTC licensed event on their own premises or premises of others by permission, and that CTC is merely licensing its logo in order to market the authorized activity.
6. CTC will not be responsible for the condition or safety of any premises where the City of Gautier hosts CTC authorized events.
7. No activity will be allowed, ratified or encouraged by the City of Gautier which diminishes the "good will" and quality of the licensed CTC brand.
8. No activity will be undertaken on the event site or premises or otherwise allowed which is a violation of state or federal law.
9. This agreement may only be changed upon written amendment, approved by both parties.
10. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.
11. Termination of Agreement:
    a. This agreement may be terminated by either party for any reason more than 90 days prior to the event;
    b. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."
12. This agreement shall expire at midnight on the last full day of the event as scheduled.
13. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.
14. The Agreement and Memorandum of Understanding constitute the entire agreement of the parties.

Cruisin' the Coast, Inc.	City of Gautier, MS
Sherwood R. Bailey, Jr.	Paula Yancey, City Manager
5/30/24	
Date	Date

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 18, 2024

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: