AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 2, 2024 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

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

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

3. Tasty Thursday will be July 25th, starting at 11am at the former Singing River Mall Property.

IV. Presentation Agenda

1. Presentation by Counselor Kathryn Kihyet Beatty regarding Home of Grace Addiction Recovery

2. Donna Smith Day Proclamation

V. Business Agenda

1. Authorization to advertise Request for Proposals for Solid Waste Collection and Disposal Services, and authorization to advertise for same

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

2. Consideration of an amendment to the Golf Cart and Low Speed Vehicle Ordinance

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

3. Approval of the Docket of Claims

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

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

1. **Approval of Minutes from Recessed Council Meeting held June 18, 2024**

2. **Approval of the FY 2023 Continuing Disclosure Submission prepared by Butler Snow, LLP**

3. **Authorization to remove broken office equipment from the City of Gautier's inventory**

4. **Authorization to advertise for bids to select a bank depository for the period of September 2024 - September 2028, pursuant to state law**

5. **Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept GOMESA 2024 funding for the Martin Bluff and Hickory Hills Sewer Improvements**

6. **Authorization to enter into a Design and Construction Assistance Agreement with the Department of the Army for the Gautier Water and Sewer Improvements and to execute the Information Request Form**

7. **Authorization to acknowledge bids and to award the contract for the Sanitary Sewer Rehabilitation Project, Phase II, to Suncoast Infrastructure, Inc.**

8. **Approval of water and sewer adjustments for July 2024 in the amount of $10,221.96**

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 July 16, 2024 at 6:30pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
July 2, 2024

ITEM DESCRIPTION:

ANNOUNCEMENTS

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

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

3. **Tasty Thursday will be July 25th, starting at 11am at the former Singing River Mall Property.**

NOTES:

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

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

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
July 2, 2024

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Presentation by Counselor Kathryn Kihyet Beatty regarding Home of Grace Addiction Recovery**

2. **Donna Smith 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:	**July 2, 2024**
Title:	**Authorization to advertise Request for Proposals for Solid Waste Collection and Disposal Services, and authorization to advertise for same**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Authorization to advertise Request for Proposals for Solid Waste Collection and Disposal Services, and authorization to advertise for same

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 current contract for solid waste collection and disposal services is set to expire in the coming months; and

WHEREAS, the City is required by law to issue requests for proposals for such services at least every six years; and

WHEREAS, the City is also required to publicly advertise such requests; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to issue the attached request for proposals for solid waste collection and disposal services, and to advertise same.

IT IS FURTHER ORDERED that the City Manager is authorized to negotiate with the respondents to this request as provided by law

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 July 2, 2024.

CITY OF GAUTIER

REQUEST FOR PROPOSAL
("RFP")

for

MUNICIPAL SOLID WASTE DISPOSAL SERVICES
GAUTIER, MISSISSIPPI
2024

Issued: July 3, 2024

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I. BACKGROUND

The City of Gautier ("CITY") seeks Proposals from qualified Respondents interested in providing municipal solid waste services as described in this Request for Proposals (RFP). Municipal solid waste services include refuse collection and disposal services for the CITY. Selection shall be made on the basis of the proposal deemed as most advantageous to the CITY, as determined by the CITY based on evaluation of proposal requirements. The CITY reserves the right not to award the contract and to amend or negotiate terms of the contract after reviewing proposals that were submitted or at any time thereafter while proposals are pending. CONTRACTORs (Respondents / Proponents) interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.

Responses / Proponents must follow the order and sequence of this Request.

Area to be Served. The area to be serviced by this Agreement is hereinafter referred to as the city limits of the City of Gautier "service area". The City of Gautier area is detailed in the map contained in *Exhibit A,* which attachment is incorporated herein verbatim for all purposes. The attached map represents the approximate boundaries of the service area. The CITY expects growth through additional developments and increases in residential units.

CONTRACTOR shall collect and remove municipal solid waste from approximately 6,500 residential units and small commercial establishments in the CITY and any new households and small commercial establishments constructed during the term of the Contract. CONTRACTOR shall collect and remove garbage from all households included in the house count which takes effect on the Anniversary Date of the Contract, and any new households and small commercial establishments constructed after the house count was conducted on which Anniversary Date house count is based. This residential count is subject to an upward adjustment to accommodate future development in the service area. To enlarge the service area, adjusted residential counts will be mutually agreed upon by the City and CONTRACTOR. The CONTRACTOR will be paid based on the units billed by the CITY on a monthly basis.

Semi-Automated Methodology. The CITY is requesting proposals for garbage collection for semi-automated garbage collection in the CITY. The proposal pricing will remain the same throughout the contract period. The CITY reserves the right, in its discretion, to award this contract to the Respondent whose Proposal best serves the interests of the CITY, as determined by the CITY, and in accordance with Mississippi law.

II. SCOPE OF SERVICES

Solid waste services provided by the CONTRACTOR shall be equivalent to the service level as described in detail below and summarized in *Exhibit B*, attached, and incorporated herein verbatim for all purposes. Costs of all services and disposal are the responsibility of the CONTRACTOR and are to be included in the CONTRACTOR'S proposed price.

The CONTRACTOR agrees to perform at least the following basic services outlined below.

A. **Collection Procedures and Schedule:**

1. **Collection Daily Hours**: The CONTRACTOR shall perform curbside collection service no earlier than 5:00 a.m. on the scheduled collection day. CONTRACTOR shall notify the CITY when any route (within service area) commences after 10:00 a.m.

2. The CITY prefers that the CONTRACTOR retain the current garbage collection days. (The map in *Exhibit A* reflects the current days of collection). If alternate days are proposed, note the alternate days of collection in your operational plan.

3. CONTRACTOR may propose and provide semi-automated garbage collection methods.

4. **Special Collection Assistance Service:** Upon request by City, the CONTRACTOR shall be required to provide for walk up, roll-out service or special assistance for elderly or physically disabled residents. The City will coordinate with CONTRACTOR for such service.

5. **Commercial Establishments**: In addition to collection of residential solid waste, CONTRACTOR shall also collect solid waste from commercial establishments that set out garbage, which waste the City determines meets the requirements and limitations of the regulatory definition of municipal solid waste as described in Section XX.

6. **Collection Holiday Schedule:** The CONTRACTOR shall follow the CITY's annual garbage collection holiday schedule approved and adopted by the CITY or opt to work the Monday through Friday work week regardless of holidays. The CITY holiday schedule may change annually, and the schedule may be modified during each respective contract period. The Garbage Collection Holiday Schedule is attached as Exhibit C, incorporated herein verbatim for all purposes.

B. **Semi-Automated Garbage Collection and Disposal Services:**

1. Garbage to be collected by CONTRACTOR shall be using the semi-automated approach. Contractor shall furnish one 96 + gallon container to any/all residents and commercial establishments that request one at no cost to the CITY, resident or establishment. Additional containers may be requested for an additional cost to the resident. CONTRACTOR is responsible for maintaining carts and shall replace them with a new cart at no cost if deemed inoperable by the CITY. All containers should be uniform in size and color for the term of the contract. Each request for a new or replacement container or repair of container shall be answered, and a new or replacement or repaired container shall be delivered within 72 hours of the request. Each failure to comply with the above time frame will result in a penalty of $100.00 per 24-hour period which will be deducted from the next invoice. Failure to deliver a new or replacement or repaired container within 72 hours of the request will be considered a violation and each additional 24-hour period in which the CONTRACTOR fails to deliver a new or replacement or repaired container will be considered a separate and distinct violation for purposes of this paragraph.

2. Where semi-automation collection is not feasible, CONTRACTOR will use a manual collection method subject to City Manager's approval.

C. **Brush and Bulky Item and White Goods Collection:** The CONTRACTOR shall render the following solid waste services pertaining to scheduled brush and bulky items and white goods curbside pickups:

1. The CONTRACTOR shall provide quality curbside collection of BRUSH and BULKY ITEM AND WHITE GOODS, from residential units once every week with no requirement for prior

notification or request by resident. The area must be left completely clean by CONTRACTOR during curbside collection of Brush and Bulky Item and White Goods.

2. Brush and Bulky Item and White Goods Collection Notification: The CONTRACTOR is responsible for providing a hand delivered notice to single-family residential units when those citizens place items for curbside collection that do not meet the definition of "brush" or "bulky item and white goods". Notices must be delivered and notated on residents account immediately.

    a. The CONTRACTOR shall develop a door hanger notice for approval by the CITY

    b. The CITY reserves the right to approve any revision to the method, schedule and format of the notification.

3. Brush and Bulky Item and White Goods Collection Areas: The CONTRACTOR shall divide and arrange the service area so that the collection event for each scheduled area is completed within a one-week period.

4. CONTRACTOR shall notify the City of any modification of parameters to brush and bulky item and white goods collection areas, brush and bulky item and white goods collection schedule, or notification schedule at least one week in advance of such modifications.

5. The CONTRACTOR shall notify the CITY if CONTRACTOR is unable to complete collection in the scheduled area within a one-week period. If a second delay occurs so that the CONTRACTOR is unable to complete collection in the scheduled area within a second one-week period, the City reserves the right to use CITY personnel and equipment or sub-contractor to a third-party to complete collection within the scheduled area and shall charge the CONTRACTOR for the CITY'S cost to address this lapse in service. The CITY may take into consideration delays due to inclement weather conditions.

6. Curbside collection of Brush and Bulky Items and White Goods collection must occur if the resident places curbside, even if CONTRACTOR has to manually remove.

D. **Out-of-Cycle brush, bulky items and white goods collection:** In addition to the scheduled brush and bulky item and white goods collections, CONTRACTOR shall provide pick-up service as requested by rate payers**.**

    1. Out-of-Cycle fees will be negotiated annually between the CONTRACTOR and the City Manager for customers who may request the service and will be approved annually by the City Council.

    2. Out-of-Cycle fees shall be collected in advance directly by the CONTRACTOR from the person requesting the service and the charge shall be identical to the CITY'S authorized fee schedule. The quality of Out-of-Cycle service provided by the CONTRACTOR shall be equivalent to that provided by the CITY. Within 48 hours of pre-payment, CONTRACTOR shall complete service for the out-of cycle request.

E. **Annual Christmas Tree Collection:** CONTRACTOR shall provide curbside collection of Christmas trees as an annual event as scheduled by the City *(Exhibit B*). Method of disposal of the trees is at the discretion of the CONTRACTOR.

F. **Annual** C**itywide Clean-up Event** shall be conducted in April of each year, the specific date to be coordinated not later than 1 March. CONTRACTOR shall provide personnel and equipment necessary to operate a temporary residential drop-off site. The CITY shall coordinate with the CONTRACTOR thirty days prior to event. The CONTRACTOR shall work with the CITY to sponsor the Annual Cleanup and provide five (5) dumpsters to be placed in locations selected by

the CITY. The temporary residential drop-off sites will remain one (1) week and the CONTRACTOR shall keep the areas clean during the one week period.

G. **Storm damage or natural disaster clean-up and disposal** CONTRACTOR shall continue service as soon as the streets are clear after the storm, including household garbage pickup and Brush and Bulky items pickup (not to exceed 6cy, per service cycle). The obligation to pickup Brush and Bulky items not to exceed 6cy per service cycle under this contract is regardless of whether the 6cy was generated by a storm.

Should the City Manager determine that a storm requires additional pickup efforts, a per cubic yard option for collection only is included on *Attachment D pg. 42*. Should the CITY award this option as part of the contract award, the CONTRACTOR shall immediately provide sufficient equipment to expediently remove debris from right-of-way if requested by the CITY. The obligation of the CONTRACTOR to perform under this provision is regardless of whether a storm, natural disaster, tropical depression, tropical storm or hurricane is federally declared. Debris pickup will be increased along with labor and equipment as necessary until further notified by the CITY. The CONTRACTOR will co-operate in providing information, truck marking, or any other items requested by the CITY during those events. The option may be exercised by the CITY in its sole discretion and is not a guarantee that CONTRACTOR will be the only provider of this service. This option is intended by the CITY to be exercised for storms generating <100,000 cy of debris.

H. **Customer Service Office and Procedures:** The CONTRACTOR is encouraged to provide a customer service office to facilitate service in the service area and to ensure that customer requests are resolved according to number of days noted in the City's Service Level Agreements (SLA) time commitments (See SLA Time Commitments in *Exhibit* E). At a minimum an office must be located in Jackson County, MS. The CITY shall maintain records of all service requests in the CITY'S customer service database.

1. Typically, all service requests from customers will initially be directed to City of Gautier Public Works (497-2276) Office. Thereafter, the CITY will generate a work order for each service request received and forward it to the CONTRACTOR via electronic mail (e-mail). Depending on the type of request, information may also be relayed by telephone.
2. The request order will include the following:
    a. Request Order Number
    b. Customer name and telephone number
    c. Address including house number and street name
    d. Date and time of call
    e. Type of request
3. Once the service request is satisfied or resolved, CONTRACTOR shall close the service request by resubmitting it to the CITY by e-mail. The completed service request shall include:
    a. Request Order Number
    b. Customer address including house number and street name
    c. Date of service

d. Action taken to satisfy or resolve service request

4. The CONTRACTOR shall notify the CITY if it is unable to complete the service request within the Service Level Agreement time commitments contained in this RFP by noting the problem and the course of action taken. CONTRACTOR shall coordinate with the CITY to develop an acceptable course of action.

5. In addition, CONTRACTOR must provide emergency telephone numbers and contacts for response on a 7-day, 24-hour basis.

I. Collection

Service Provided

(a) CONTRACTOR shall perform at the rates quoted for those services described by quoted item(s) in Solid Waste Contractor's Proposal and selected for award by the CITY under this Contract.

(b) The CONTRACTOR shall only provide service for one (1) curbside container for solid waste and if the CITY chooses to add Alternate 1 one (1) curbside bin for recycling material for each Contractual Unit, as supplied by the CONTRACTOR under this contract. Additional carts shall be serviced only upon request and direct payment by the Contractual Unit to the CONTRACTOR for an additional cart, as provided in this RFP. ($_____Per Cart)

(c) The CONTRACTOR shall provide trash waste collection and disposal service as defined in this RFP. The CONTRACTOR shall not be responsible to provide for the collection of trash or waste generated by a contractor, tree services contractor, utility service company or service company, including but not limited to bulky wastes, construction debris, rubbish wastes, and/or white goods,

(d) No services are to be provided under this contract, except as specified in this RFP and the executed Contract documents.

J. Curbside Containers

(a) **Recycle Container.** If the CITY chooses to add Alternate 1 The CONTRACTOR shall provide and maintain for each Contractual Unit one (1) new curbside bin for recycling material. All recycling bins shall be of same size/color throughout the contract period to ensure that only recycling bins provided under this contract are serviced by the selected CONTRACTOR. The curbside bin for recycling material shall be one (1) new 18 gallon recycle bin capable of being serviced by the CONTRACTOR's recycle collection truck, although an alternate bidding option is available as indicated in Attachment F.

(b) **Solid Waste Container**. The CONTRACTOR shall provide and maintain for each Contractual Unit one (1) new plastic cart on wheels with interlocking plastic lid

capable of being wheeled to the curb full of garbage by a Contractual Unit and being dumped mechanically or manually Into the Solid Waste Contractor's collection truck. All garbage carts shall be of same size/color throughout the contract period to insure only garbage carts provided under this contract are serviced by the selected Contractor.

(1) The curbside container for solid waste shall be one (1) new 95+ gallon plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage by a Contractual Unit.

(2) CONTRACTOR shall provide, maintain, repair and/or replace all curbside containers for recycling material and solid waste for all contractual units serviced under the contract throughout the life of the contract. The curbside containers shall bear the name of the CONTRACTOR and shall remain the property of the CONTRACTOR. The costs for these services shall be included in the monthly fee in the proposal and shall include delivery and pickup to/from the Contractual Units.

(3) Residential Contractual Units are required to place all curbside containers for collection at a point not more than four (4) feet from the edge of the pavement on a public street or alley and at a point convenient and accessible to the collection crews.

(4) The CONTRACTOR shall be responsible for the collection and removal of all its contractor-supplied curbside containers from all Contractual Units at the end of the contract. Such collection and removal shall be coordinated with the CITY to ensure that garbage and recycle collection services are not interrupted.

(5) A curbside container delivery plan shall be provided for CITY approval at least sixty (60) days in advance of the commencement date of the contract.

(6) A curbside container collection and removal plan must be submitted to the CITY for approval at least ninety (90) days prior to the end of the contract.

The CITY reserves the right to withhold 10% of the final payment, as set forth herein, from final CONTRACTOR payment until curbside container collection/removal has been completed in accordance with the approved collection and removal plan.

K. **Records/Record Keeping/Reporting:**

The CONTRACTOR is expected to keep and maintain all records required under this contract throughout the terms of the contract. The records shall be maintained in a format approved by the CITY. Records shall be maintained in a complete, accurate and up-to-date manner to accurately represent all information required by this contract.

Reports shall be provided to the CITY by the CONTRACTOR, in accordance with the requirements of this contract. Reports shall be transmitted with a transmittal cover letter to the CITY in both electronic and hard copy format,

Reports and records shall include, at a minimum, those listed below, Additional records and reports may be required, as deemed reasonable and appropriate by the CITY.

Weekly Report for Calls/Complaints — The CONTRACTOR shall maintain daily up to date call/complaint log and submit it to the CITY on a weekly basis with the following information relative to the resolution of complaint:

a. Date/time call/complaint received
b. Name and address of complainant
c. Nature of call/complaint
d. Date call/complaint resolved
e. How the call/complaint was resolved

Monthly Recycle Report -- The selected CONTRACTOR shall be required to track recycling pickup, processing and disposition and provide monthly reports to the CITY. Reports shall include the following, as a minimum, unless otherwise approved by CITY: Total monthly contractual unit recycle participation, by service route; total monthly recycle weight/volume, by service route; total monthly weight/volume recycled, including breakdown of disposition of material recycled and where material was sent; and total monthly weight/volume contaminated recycle waste disposed. Recycle report shall be provided in an electronic, Excel spreadsheet format. The CONTRACTOR shall work with the CITY to provide reports in a presentation format acceptable to the CITY; all records shall be tracked and maintained for the life of the contract.

Monthly Report on Outstanding Unresolved Complaints — the selected CONTRACTOR shall provide a report to the CITY that identifies any and all unresolved complaints at the end of each calendar month. Actions required to resolve each complaint shall be identified in the submitted report.

Monthly Report on Requests for Second Carts — the selected CONTRACTOR shall provide a report that identifies the name and address of all requests submitted for a second cart service. Confirmation of payment and delivery of the cart shall be included in the monthly report.

Other Reports, as Required ---The CITY reserves the right to request other reports, as may be reasonably required, to provide complete and timely information with regard to the performance of this contract.

L. Liquidated Damages To Assure Achievement Of Performance Standards:

Purpose of Liquidated Damages -- The purpose of Liquidated Damages is to assure the selected CONTRACTOR has met achievement and incentive standards for performance in the contractual service and that the CITY has applicable benchmarks to measure contract performance standards. Liquidated damages will be assessed by the CITY through offset in monthly payment to CONTRACTOR.

Performance Standards --It shall be the duty of CONTRACTOR to perform and execute the scope of this contract in accordance with the standards established by the contract documents, including, but not limited to the RFP, the contract, the Solid Waste Contractor's proposal, as well as any other documents incorporated into the contract requirements for the selected Solid Waste Contractor. This contract recognizes that there could be, from time to time, factors that may prevent the regularly scheduled execution of the Solid Waste CONTRACTOR's duties under this contract. It is the CONTRACTOR's responsibility to identify and remedy any and all failures in CONTRACTOR is required performance under this contract.

The CITY recognizes that problems may arise from time to time during the performance of this contract; The CITY expects and requires the CONTRACTOR to correct all such problems in an appropriate and timely manner. For purposes of this contract, timely response shall be categorized and defined below. It should be noted that it is not the responsibility of the CITY, or the customers, to advise the CONTRACTOR of their failure to perform. It is the CONTRACTOR's responsibility to fulfil the responsibilities required by this contract whether they are notified of deficiencies in performance or not. The CITY shall advise the CONTRACTOR when it becomes aware of deficiencies in the CONTRACTOR's performance.

a, **Twenty-Four (24) Hour Correction Period.** The following problems, should they occur, should be corrected within 24 hours of when notification is given to Contractor. If not corrected within that time frame, at the sole discretion of the CITY, the CONTRACTOR may be required to pay, as liquidated damages, one hundred dollars ($100.00) per occurrence for each 24-hour period that the problem is not corrected.

i. Failure by CONTRACTOR to place garbage cart on sidewalks and out of the traveled right-or way;
ii. Failure to cover material on collection vehicle(s);
iii. Failure to display CONTRACTOR's identification on equipment or vehicles;
iv. Failure to complete route to collect garbage, trash waste or recycling material in accordance with the Contract and approved schedules;
v. Failure to pick up single site garbage, trash waste or recycle material in accordance with approved collection schedule;
vi. Failure to maintain clean, safe and sanitary collection equipment;
vii. Failure to initiate clean-up of litter debris that was generated by the CONTRACTOR's vehicle;
viii. Failure to notify the CITY of any spill or leakage within 2 hours of the spill or failure to notify state authorities within 2 hours of the spill if required.
ix. Failure to repair or replace damaged/lost cart and recycle carts/containers within twenty-four (24) hours of request, not including Sundays and Holidays.
x. Failure to provide cart and/or recycle container to new customer within twenty-four (24) hours of request, not including Sundays and Holidays;
xi. Failure to deliver residential solid waste or recycle material collected pursuant to the Contract to the appropriate facility as required herein, (CONTRACTOR shall also be responsible for any liquidated damages levied by the disposal facilities and/or the Mississippi Department of Environmental Quality against the CITY for the Solid Waste Contractor' failure to deliver such residential solid waste to the designated disposal facility).

b, **No Correction Period,** At the sole discretion of the CITY, the CONTRACTOR may be required to pay, as liquidated damages, two hundred and fifty ($250.00) per occurrence per day of delinquency or violation for each of the following:

i. Changing route or route days without approval from the City;
ii. Failure to submit accurate, complete, and up to date the Weekly Report for Calls/Complaints by the second (2^{nd}) working day of the following week;
iii. Failure to submit accurate, complete, and up to date the Outstanding/Unresolved Complaint Report by the fifth (5^{th}) working day of the following month;
iv. Failure to submit accurate, complete, and up-to-date Monthly Report on requests for Second Carts by the fifth (5^{th}) working day of the following month;
v. Failure to submit an accurate, complete and up-to-date Monthly Recycle Report by the fifth (5) working day of the following month;
vi. Failure to submit an accurate, complete and up-to-date Monthly Disposal Delivery Report by the fifth (5) day of the following month;
vii. Failure to submit accurate, complete and up-to-date reports, as may be reasonably required by the CITY;
viii. Failure to provide the proper number of vehicles, as required pursuant to the terms of the Contract;
ix. Failure to provide proper public/customer notifications, as required;
x. Leakage of hydraulic fluids, oil or other liquids from vehicles provided by the CONTRACTOR.(Liquidated damages shall be assessed for each street in which a leak has been identified.) Recurrence of leakage on more than one occasion for any roadway, or by the same vehicle, shall be cause for increasing the retainage loss by $500 for each subsequent event during a 3 month period. CONTRACTOR will be responsible for all costs associated with any spill including a third-party emergency clean up contractor;
xi. Failure to maintain contract-required office hours (Monday through Saturday);
xii. Failure to staff and maintain local telephones Monday through Saturday and after hours answering service, as required;
xiii. Failure to initiate clean-up of any spill/leakage within two (2) hours of becoming aware of the spill/leakage or being notified by phone, email, text or verbally of the spill/leakage, whichever occurs first
xiv. Failure to ensure that equipment, vehicle or operators is/are properly licensed or tagged;
xv. Failure to provide approved schedules and/or route maps to the CITY, as required;
xvi. Failure to record customer complaints/messages within four (4) hours of the CONTRACTOR's notification of complaint;
xvii. Failure to record and maintain accurate, complete and up to date complaint log;
xviii. Failure to maintain written, up-to-date documentation of fleet maintenance services, including inspections and repairs;
xix. Littering caused by failure to properly cover vehicles transporting waste materials;
xx. Failure to notify the CITY of any failure to complete route or schedule service day. Notification must be provided on day failure occurs;
xxi. Failure to provide requested documents and reports in a timely and accurate manner consistent with the Request for Proposals.

xxii. Failure to provide a vehicle with GPS tracking.
xxiii. Failure to maintain GPS records for each vehicle, as required.

M. **Collection Equipment:** The CONTRACTOR shall utilize collection vehicles in good condition, good working order, and shall be well maintained and properly serviced and shall be approved by the CITY at the contract inception; it is within the exclusive discretion of the CITY to approve vehicles, for the collection and disposal of garbage, trash waste, brush and recyclable materials. The CITY may in its discretion approve a variance of the miles on the truck so long as the intent for the vehicle and equipment to be in relatively new condition is not jeopardized. All vehicles shall be equipped with live GPS systems that can track and record the vehicle while in service. The CONTRACTOR shall provide CITY with the login or/and software to monitor the live GPS feed during operational hours. The installed systems should provide information on the vehicle's route (including time and location) and should provide the ability to track service stops and relay information on collection needs or issues. (The system should provide the ability to identify service needs such as damaged carts, trash/rubbish piles, bulky waste, etc. — and may be utilized to track/monitor recycling participation by service area). These GPS records shall be maintained for all vehicles for the full contract period. These records shall be maintained at the CONTRACTOR's office and CITY. Copies of these records shall be provided to the CITY at all times and updated daily. If a hard copy is requested by the CITY, copies of these records will be provided at no cost to the CITY.

Vehicles utilized by CONTRACTOR shall be so covered, secured or sealed that there will be no loss during haulage to cause littering of streets and highways, or cause a nuisance or hazard to the public health.

In the event the CITY, in its discretion, determines that an adequate number of vehicles are not being utilized, it shall notify the CONTRACTOR in writing. Within seven (7) days of notification, CONTRACTOR shall submit in writing a plan to address vehicle deficiencies for CITY's consideration and approval. Failure of the CONTRACTOR to implement the approved plan within a period of time acceptable to the CITY shall be considered just cause for termination.

All vehicles utilized by CONTRACTOR shall be maintained in a safe and clean operating condition, and the CITY, at its convenience may inspect such vehicles and review maintenance schedule consisting of daily inspections, routine maintenance records and vehicle repair records.

The CONTRACTOR shall provide a list of all vehicles—make, model, year and total mileage or hours (along with their VIN) that will be used for the collection and transportation in the City. No vehicles, other than those identified and submitted to the City, shall be allowed or authorized to be used by CONTRACTOR within the CITY. CONTRACTOR can submit additional vehicles for approval by the CITY during the term of the contract. All vehicles operating in CITY shall be tagged in Jackson County. CITY will visually inspect equipment prior to the award of the contract. CONTRACTOR CANNOT use vehicles older than 6 years of age, during the contract term without express approval of the CITY in writing. CONTRACTOR must submit list of equipment, tags, and model number to CITY.

N. **Emergency Plan:** No later than 30 days prior to the beginning of the contract period, the CONTRACTOR shall provide an Emergency/Natural Disaster Plan that outlines, at a minimum, the Contractor's approach to the following:

1. Operational Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;

2. Operational Plan for post disaster restoration of solid waste collection services;

3. Fleet/Equipment Management Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;

4. Fleet/Equipment Management Plan for post disaster restoration of solid waste collection services;

5. Labor/manpower Plan for preparation before an anticipated disaster event, such as a hurricane or tropical storm;

6. Labor/manpower Plan for post disaster restoration of solid waste collection services.

O. **Loss or damage by Contract Employees:** CITY shall refer complaints about loss of or damage to public and private property to CONTRACTOR who shall repair or otherwise compensate for all damage to public and private property caused by its employees.

P. **Labor:** In addition to the materials and equipment set out in this RFP, CONTRACTOR shall supply all levels of skill and labor that may be necessary for all solid waste services required under this contract.

Q. **Transportation, Storage and Legal Disposal:** The CONTRACTOR shall supply all necessary transportation and storage facilities for all materials and equipment necessary to perform all services described in this contract and shall legally dispose of waste at a state approved facility. Similarly, all transportation and storage functions shall be duly licensed or qualified under regulation, as may be necessary to environmental, health and safety compliance.

R. **Taxes, Governmental Fees and Charges**: The CONTRACTOR hereby agrees to pay all applicable local, state and federal taxes and charges and fees during the life of this contract. This requirement is a material condition of the Contract. A Privilege License for a solid waste collection company in Gautier is determined by the number of employees based in Gautier at the following fee schedule:

1-3 employees	$20.00
4-10 employees	$30.00
11 or more employees	$30.00 plus $3.00 per employee over 10, not To exceed $150.00

S. **Compliance:** The CONTRACTOR shall follow all applicable local, state, and federal laws and regulations pertaining to the provision of the services detailed herein, including but not limited to those related to safety. CONTRACTOR shall avoid those practices that create a perception of nuisance, such as odors and litter. CONTRACTOR shall comply with the regulations, guidelines and standards set in CITY ordinances.

T. **Monthly Report:** CONTRACTOR shall complete and submit the Monthly Contract Report form (*Exhibit F*) to the CITY. CONTRACTOR shall attach to the report a summary of all customer service requests received that month to include customer address, type of request and CONTRACTOR's resolution. The total number of service requests received should be provided.

U. **Billing Protocols**: The CITY will bill and collect from the residential units within the service area which are receiving the solid waste collection services set out in this Contract. The CITY shall bill in accordance with the fee schedule established by the City Council. The CITY will remit payment for services provided under this Agreement within forty-five (45) days following the end of the month that a bill is received. No payment shall be provided for non-pickups.

V. **Discontinuing Collection:** The CONTRACTOR shall discontinue garbage collection at any Residential Unit within 24 hours upon receipt of written notice from the CITY. Upon further written notification by the CITY, the CONTRACTOR shall resume collection on the next regularly scheduled collection day.

W. **Landfill Approval and Tonnage Commitments:** The CONTRACTOR shall identify which legal disposal sites that the CONTRACTOR intends to utilize prior to commencement of services. The proposal price shall include the cost of disposal and the CONTRACTOR is responsible for the disposal.

X. Method of Collection of Municipal Solid Waste: The CONTRACTOR shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the CONTRACTOR shall be picked up immediately by the CONTRACTOR. Hydraulic spills on CITY streets shall be cleaned up by the CONTRACTOR. Garbage receptacles shall be handled carefully by the CONTRACTOR, the container shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. CONTRACTOR shall replace empty containers in an upright position with the lids closed or covered so as to prevent rain from filling and in locations so as to not block drives or entrances to streets and so as to not obstruct the line of sight of the motoring public. Any type of receptacle found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the CONTRACTOR for garbage receptacles, the CONTRACTOR shall be responsible for the timely repair or replacement of said receptacles.

Y. Services for Municipal Facilities: The CONTRACTOR shall provide collection and disposal of Solid Waste from the Municipal Facilities. The type and frequency of the services to be provided to the various Municipal Facilities is as follows:

Location	Type of Service
City Hall	once weekly, 8 cubic yard container
Streets Building	once weekly, 8 cubic yard container
	20 yard roll off (as needed)
Public Works Building	once weekly, 8 cubic yard container
	20 yard roll off (as needed)
Central Fire Station	once weekly, (residential service)
South Fire Station	once weekly, (residential service)
North Fire Station	once weekly, (residential service)
Frazier Park	once weekly, 8 cubic yard container
Senior Citizens Building	once weekly, 8 cubic yard container
Gautier City Park	once weekly, 8 cubic yard container

Bacot Park to include: (2) Football field, baseball field,	once weekly, 8 cubic yard containers
Gautier Police Department	once weekly, 8 cubic yard containers

Z. Collection of Equipment: The CONTRACTOR shall have on hand at all times and in good working order such equipment as shall permit the CONTRACTOR adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The CONTRACTOR shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

III. CERTIFICATIONS

Respondent warrants and certifies that Respondent and all other persons designated to provide services hereunder have the requisite training, licenses and/or certifications to provide said services and that Respondent and any such other persons meet all competence standards promulgated by authoritative bodies and regulatory agencies, as applicable to the services provided herein.

IV. INTERRUPTION OF SERVICE: OFFSET FOR CITY'S RESPONSE COSTS

In the event that service is interrupted for any reason for more than forty-eight (48) hours, or the CONTRACTOR fails to perform ninety percent (90%) of collection area or route, the CONTRACTOR may be held in default of the Contract. The CITY shall have the right to make temporary independent arrangements for the purposes of continuing this necessary sanitation service to customers in order to secure and protect the public health and safety. Any costs that the CITY incurs for addressing interruption or disruption of service shall be assessed to the CONTRACTOR. In addition, the City shall deduct its expenses as charges offsetting the CITY'S obligations otherwise owed to the CONTRACTOR. If the interruption in service mentioned herein continues for a period of seventy-two (72) hours, the CITY shall have the right to terminate the contract upon notice only to the CONTRACTOR. The need for uninterrupted sanitation services to the community is an imperative governmental function of the CITY and in this regard, the requirement for uninterrupted service is a material requirement of the contract and time is of the essence where such services are concerned.

A. **Weather Disruptions or Emergencies:** The CITY shall notify CONTRACTOR to delay or postpone collection due to hazardous roadway conditions or adverse weather situations. If possible, the CITY shall notify the CONTRACTOR no later than 4:00 a.m. of collection day. The CITY will also notify the media of such non-collection days. Upon such CITY notification, the CONTRACTOR shall resume scheduled service if the CITY and CONTRACTOR determine it is feasible and safe.

B. **Missed Collections:** Should the CONTRACTOR fail to collect on a scheduled day for causes within the CONTRACTOR's control, the CONTRACTOR shall expeditiously complete collection by the end of the following business day or immediately upon CONTRACTOR being notified by the CITY, whichever occurs first. CONTRACTOR shall contact residents by door

hangers about non-compliant materials or materials set out after the collection time. CONTRACTOR shall submit a summary of customer complaints and resolutions with its monthly report. Collection Notification is the CONTRACTOR responsible for providing a hand delivered notice to single-family residential units. Notices must be delivered and notated on residents account immediately. CONTRACTOR shall maintain a software program accessible to the CITY.

V. TERMINATION OF CONTRACT

A. Independent of the CITY'S right to termination for material breach or cause recited elsewhere, and independent of the CITY'S right to offsets described above, if the CITY becomes dissatisfied with the services provided, this Contract or any portion of the contract may be terminated, without cause, at the CITY'S discretion by the CITY's giving sixty (60) days written notice to the CONTRACTOR of the CITY's dissatisfaction. The CITY retains this discretionary termination option without liability for default.

B. If the CONTRACTOR terminates this Contract or any portion of it, the CONTRACTOR must notify the CITY not less than one hundred and eighty (180) days prior to termination. CONTRACTOR's termination, in absence of default by the CITY, shall subject CONTRACTOR's Performance Bond or Performance Deposit to CITY's right to "call" or draw thereon, according to the terms of this contract.

In the event of termination by the CITY, and in absence of fault by CONTRACTOR, the CONTRACTOR shall be paid in full for all services performed up to termination date, subject to off-sets or adjustments, if any, as may be necessary to continue customer services.

VI. PERFORMANCE BOND

A. If selected, Respondent shall provide a performance bond made payable to the City of Gautier in the sum of the annual amount of the contract executed by a corporate surety, acceptable to CITY, who is licensed pursuant to the laws of Mississippi and relevant federal regulations in the annual amount of the contract. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent.

B. In lieu of a statutory Performance Bond, a performance deposit shall be tendered in the form of a certified check upon a state or national bank or trust company signed by a duly authorized officer thereof (check to be drawn payable to the City of Gautier), or a Certificate of Deposit from such bank or trust company assigned to the CITY or irrevocable letter of credit from a state or national bank or trust company in favor of the CITY.

C. If a performance deposit is made, instead of a Performance Bond, it shall be returned to the CONTRACTOR upon completion of the contract to the CITY'S satisfaction.

VII. TERM OF CONTRACT

The day ordained by City Council for commencing residential solid waste collection and disposal service for the CITY shall be 16 September 2024. The contract shall be for a six year term ending on September 16, 2030.

CONTRACTOR understands and agrees that the only adjustments to terms under this contract may be the CONTRACTOR's compensation amount, based on the adjustment in the number of residential units serviced or enlargement of the service area.

VIII. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 3330 Hwy 90 on July 18, 2024, at 10:00 a.m. central time in the City of Gautier Council Chambers. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. CITY'S responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the CITY'S website at http://www.gautier-ms.gov. Respondents who do not have access to the Internet must notify CITY in accordance with Section XII, Restrictions on Communication, if Respondent wishes to receive copies of CITY'S responses by mail. Attendance at the Pre-Submittal Conference is optional.

Any oral responses given by CITY staff at the Pre-Submittal Conference shall be tentative. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the CITY. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the CITY shall not be binding on the CITY.

DISQUALIFICATION OF PROPOSER

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

- Evidence of collusion among proposers
- Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- Default or termination on a previous contract for failure to perform or otherwise.
- Lobbying the City Manager, City Council, or City Staff during the proposal process

IX. SUMMARY OF PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

A. RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Complete and submit the Respondent Qualification General Questionnaire found in RFP *Attachment A.*

B. LITIGATION DISCLOSURE: Complete and submit the Litigation Disclosure Form found in RFP *Attachment B*. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.

C. REGULATORY COMPLIANCE: By submitting to this proposal, Respondent acknowledges that it shall comply with the Regulatory Compliance and Criminal History Warranty Form found in RFP *Attachment C.*

D. PRICING SCHEDULE Complete and submit the Pricing Schedule Form found in RFP *Attachment D.*

E. EXPERIENCE, BACKGROUND, QUALIFICATIONS: Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team**, including sub-CONTRACTORs,** or joint venture.

1. Describe Respondent's experience relevant to the scope of services contemplated by this RFP. List and describe relevant projects of similar size and scope performed over the past four years and identify personnel assigned to each project and their role.
2. Describe Respondent's experience with providing residential solid waste collection services to public entities clients, especially comparably sized municipalities. If Respondent has provided services for the CITY in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. Provide three (3) references, for which Respondent has provided similar services. Include current phone number and e-mail address for each reference.
5. State the number and professional qualifications (including solid waste licenses, other pertinent certifications and associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes of key personnel.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

F. PROPOSED PLAN FOR SERVICE DELIVERY: Prepare and submit the following:

1. Operational Plan: Submit a narrative of the methodology that will be used for all solid waste collection services for garbage, brush and bulky items. The proponent should outline how each service will be accomplished and performed by providing the following information:
   a. Semi-Automated Garbage Collection
      1) Route description including proposed days of service
      2) Times and hours of daily operation
      3) List of collection equipment capacity dedicated to the service area

4) Number of crews dedicated to the service the service area

5) Crew size and description

b. Other Collection Services (brush and bulky items and white goods collection, etc.)

1) Route description including proposed days of service
2) Times and hours of daily operation
3) List of collection equipment capacity dedicated to the service area
4) Number of crews dedicated to the service the service area

c. Identification of Landfills, Disposal Sites and Waste Reduction Processors, if any

2. Customer Service Office and Procedures

1) Hours of operation
2) Staffing Plan based upon anticipated call volume
3) Outline procedure for recording, assigning, and tracking customer service requests during and after regular business hours
4) Provide evidence of the ability to respond to service requests within the Service Level Agreement Time Commitments contained in this RFP
5) Identify Emergency contacts and provide telephone numbers for contact on a 7 day, 24 hour basis

G. ANNUAL FINANCIAL INFORMATION: Respondent shall submit its most recent annual financial statement. An audited financial statement is preferred.

H. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to ensure the respondent for the types of coverages and at the levels specified in this RFP *Attachment E* if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

I. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP *Attachment G*. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.

J. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP *Attachment H.*

K. REFERENCES: Complete and submit references on *Attachment I.*

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION, IN THE DISCRETION OF THE CITY.

X. CONTRACT DOCUMENTS AND AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received regarding this RFP may be posted on the CITY'S website at http://www.gautier-ms.gov. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify CITY in accordance with Section XII., Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

The Contract Documents for this agreement shall consist of this RFP, its amendments and addenda, if any, and the Integration Agreement providing for negotiated changes and consolidation of the various contract writings, which Integration Agreement shall be duly executed by the parties' appropriate representatives.

XI. SUBMISSION OF PROPOSALS

A. Respondent shall submit one (1) original, signed in ink, and ten (10) copies of the Proposal, in a sealed package, clearly marked on the front of the package *Municipal Solid Waste Collection and Disposal Services*. All Proposals must be received in the Purchasing Office no later than *3:00 p.m.,* central time, 30 July, 2024. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the Purchasing Office prior to the deadline set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:
City of Gautier, Attn: Purchasing Agent
P.O. Box 670
Gautier, MS 39553

Physical Address:
City of Gautier, Attn: Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

Proposals sent by facsimile, electronic bidding or email will not be accepted.

B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be printed on one side only. Margins shall be no less than 1" around the perimeter of each page. Each page shall be numbered, except attachments which need not be numbered but must be indexed and tabbed. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section,

and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Mississippi Secretary of State and Mississippi State Auditor. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its Contract's performance upon the CITY'S learning of the misrepresented identity of the CONTRACTOR. The CITY will not allow a CONTRACTOR whose identity is bogus to perform or purport to perform the governmental functions of this contract to the CITY'S detriment. Misrepresented identity calls into question supporting documents and insurance commitments made by underwriters and others to the purported Contractor thereby affecting the CITY'S interests.

a. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

b. All proposals become the property of the CITY upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the CITY cannot guarantee that it will not be compelled to disclose all or part of any public record under the Mississippi Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Mississippi law, or pursuant to a Court order.

c. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

XII. RESTRICTIONS ON COMMUNICATION

Once the RFP has been released, Respondents are prohibited from communicating with CITY staff or council regarding the RFP or Proposals, with the following exceptions:

a. Questions concerning this RFP shall be directed, in writing, to the City Manager, 3330 Hwy 90, Gautier, MS 39553 or via e-mail at lreddix@gautier-ms.gov. No inquiries or questions regarding this RFP will be answered if received after 12:00 p.m., (noon) central time on July 15, 2024, to allow ample time for distribution of answers and/or amendments to this RFP. Communication with the CITY'S Contact Person after the deadline for questions is not permitted. Respondents wishing to receive copies of the

questions and subsequent responses must notify the CITY'S Contact Person in writing prior to the date and time the questions are due.

b. Respondent shall not contact CITY employees or council before an award has been made, except as set out in paragraph A of this section. (This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents). Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.

c. The CITY reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by CITY. If Respondent is contacted by the CITY for clarification or negotiation, Respondent shall promptly respond.

XIII. EVALUATION CRITERIA

The CITY will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The CITY may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents, for interviews. If the CITY'S elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The CITY may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The CITY reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of Gautier City Council.

Evaluation criteria:

A. Price
B. Financial Responsibility
C. Technology
D. Legal Responsibility
E. Experience, Background and Qualifications
F. Answers to the Attachments
G. Compliance and Acceptance of the terms contained in this RFP

XIV. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

A. CITY reserves the right to award one or no contract(s) in response to this RFP.

B. The Contract, if awarded, will be awarded to the Respondent whose Proposal is deemed most advantageous to CITY, as determined by the CITY or, its selection committee, upon approval of the City Council.

C. CITY may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of CITY. However, final selection of a Respondent is subject to City Council approval.

D. CITY reserves the right to accept one or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. The CITY also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

E. City will require the selected Respondent(s) to execute the contract in substantially the form as set forth in this RFP as compiled in the Integration Agreement with amendments and addenda, if any immediately following City Council award. No work shall commence until CITY signs the Contract Document(s) and the successful Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract Documents are not binding on CITY until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within thirty days, the CITY reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

F. This RFP does not commit CITY to enter into a Contract, award any services related to this RFP, nor does it obligate CITY to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

H. The successful respondent must be able to formally invoice the CITY for services rendered.

I. Conflicts of Interest. Respondent acknowledges that it is informed that the City of Gautier prohibits any appointed city official or employee from having a financial interest in any contract with City or any City agency such as City-owned utilities. An appointed official or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subCONTRACTOR on a City contract, a partner or a parent or subsidiary business entity.

J. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.

K. Independent CONTRACTOR. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent CONTRACTOR(s), responsible for its (their) respective acts or omissions, and that CITY shall in no way be responsible for Respondent's actions, and that none of

the parties hereto will have authority to bind the others, or to hold out to third parties, that it has such authority.

XV. ASSIGNMENT AND USE OF SUBCONTRACTORS

No assignment of this Agreement in whole or in part shall be made by CONTRACTOR, nor shall transfer of any contract performance obligation effected by an ancillary or separate contract of CONTRACTOR, or by corporate sale, merger, or stock acquisition, or any change in the legal identity of CONTRACTOR, be made, without prior written consent from the CITY in accordance with the procedure set out herein. Depending on the provisions of the order initially approving the instant contract, any such described assignment, transfer, sale, merger, or change shall require approval from the City Council.

CONTRACTOR shall notify the CITY in writing evidencing the purpose, intent, terms and effects of the proposed assignment, merger, transfer, or change in ownership. CONTRACTOR shall provide the CITY with a copy of the proposed document effecting such change, or a memorandum, or other briefing document describing the proposal or executed agreement with sufficient detail to afford the City opportunity for informed review.

The CITY shall review the tendered documents pertaining to the proposed assignment, or other event described above, and shall respond to the CONTRACTOR in writing within thirty (30) days of initial receipt. The response shall contain the CITY's approval, proposed modifications, or disapproval of the proposed assignment, transfer, merger or sale or another event affecting the CITY's contract with the CONTRACTOR.

The CITY expressly reserves the right to disapprove any proposed assignment, change in ownership, transfer of contract performance obligations, or any such business reorganization affecting the legal identity of the CONTRACTOR. The CITY agrees to provide CONTRACTOR with a written explanation outlining why such change is viewed by CITY to be averse to the CITY's interests.

Any such change described above or assignment by CONTRACTOR, executed in violation of the above described submittal, review, and approval procedure is acknowledged by the CONTRACTOR to be void ab initio and CONTRACTOR shall risk termination at the CITY's option, but shall otherwise continue to be bound by the terms and conditions of this Agreement.

Use of SUB-CONTRACTORs by the CONTRACTOR or subsidiary or affiliate firms of the CONTRACTOR for technical or professional services shall not be considered an assignment of a portion of this Agreement. However, the CITY reserves the right to approve in writing the use of specific subCONTRACTORs used or intended to be used to fulfill any part of this contract pertaining to physical performance of any service.

Nothing herein shall be construed to give any rights or benefits to anyone other than the CITY and CONTRACTOR.

XVI. TENTATIVE SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Issue Date	3 July 2024
Final Questions Accepted	15 July 2024 Noon
Pre-Submittal Conference	18 July 2024 10:00 AM City Hall Council Chamber 3330 Hwy 90 Gautier, MS 39553
Proposals due	30 July 2024 3:00 PM
City Council Consideration	20 August 2024

XVII. RECORDS RETENTION

All records, reports, and other documents generated by or pertaining to this contract must be retained by CONTRACTOR for a period of no less than four (4) years following termination date.

XVIII. INDEMNITY

CONTRACTOR shall agree to and afford the CITY all indemnification and other rights afforded in RFP *Attachment F*.

XIX. APPLICABLE LAW

Any dispute arising from this contract, the interpretation of any terms in any contract document, or any litigation arising from the performance or nonperformance of this contract shall be subject to the laws of the State of Mississippi. Any and all actions pertaining to these matters must be filed in the courts of Jackson County, Mississippi.

XX. GLOSSARY

Whenever used in this RFP the following terms shall have (unless otherwise expressly indicated) the meaning defined and obligations attendant as follows:

A. BRUSH: Brush and bulky items set at the curb, including trimmings and severed parts of all domestically cultivated trees and shrubbery: Severed brush and all such items placed in CITY right-of-way, for which a responsible party may not be identified. This definition also includes accumulation of all waste wood, discarded furniture, grass cuttings and branches along with other household and yard related wastes which comprise the regulatory definition of municipal solid waste, excluding commercial construction waste and remodeling or demolition debris.

B. BULKY ITEMS AND WHITE GOODS: During brush and bulky item collection, household items consisting of large appliances, commonly referred to as white goods, along with discarded bathroom fixtures, such as sinks and toilets, furniture, mattresses, television sets and cathode ray tubes. The items have no size or weight limitations but are limited to residential and domestic items. CONTRACTOR shall recover and recycle Freon from refrigeration appliances, when appropriate. Metal goods must be recycled when possible. The customer is responsible for Appliances with Freon and must be tagged to indicate refrigerants have been removed by a certified technician in conformance with the Clean Air Act.

C. CITY: THE CITY OF GAUTIER, MISSISSIPPI.

D. COMMERCIAL UNITS: A commercial unit is a non-residential unit receiving CITY services. The CONTRACTOR shall be required to service such participating commercial units generating waste that qualifies as municipal solid waste. Commercial units shall receive service from the CONTRACTOR on the same scheduled basis as do domestic units, and each such commercial location (unit) shall count as one house for purposes of payment from the CITY to the CONTRACTOR. Commercial locations shall be limited to same conditions as residual Commercial units will be eligible for the CITY residential collection if they generate no more than 96 gallons of solid waste per week. Beyond that amount the CONTRACTOR can negotiate for an increased number of containers or a separate commercial contract.

E. CONTRACTOR: The person, corporation, partnership, or legal entity performing municipal solid waste collection and disposal service and the recycling/marketing program under this proposal and the resulting contract.

F. DISPOSAL SITE and CONTRACTUAL TONNAGE COMMITMENTS: The disposal site must be a legally permitted municipal solid waste depository including, but not limited to, sanitary landfills permitted or approved by all appropriate governmental agencies having jurisdiction and requiring such licenses, franchises, permits or approvals to receive for processing or final disposal municipal solid waste. Committed proposal prices are to include the disposal cost utilizing a legally permitted disposal facility.

G. HAZARDOUS WASTE AND INDUSTRIAL WASTE: Hazardous Waste shall mean any liquid or solid waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and as may be identified by any state or federal agency as hazardous or toxic and requiring special handling or special disposal treatment. Industrial waste is waste so defined by the Mississippi Department of Environmental Quality (MDEQ) and is not included in the definition of municipal solid waste. In keeping with the CITY's long established policies and practices of servicing only the needs of customers and citizens whose generation and disposal needs fall within the regulatory definition of municipal solid waste, this contract does not include curbside service for any class of industrial waste. Only benign volumes of household hazardous waste, meeting the regulatory definition of municipal solid waste, shall be serviced under this contract.

H. MONTHLY SOLID WASTE FEES: Monthly fees charged by the CITY to all single-family residential units and commercial units receiving solid waste services.

I. MUNICIPAL SOLID WASTE: Municipal solid waste means any garbage, refuge, industrial lunchroom or office waste, household waste, household hazardous waste, yard waste, and any other material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities; provided that 'municipal solid waste' does not include the following: (A) Radioactive waste; (B) Hazardous waste; (C) Infectious waste; (D) Industrial waste.

J. OUT-OF-CYCLE SERVICE: Customer requests for collection of brush, bulky items and white goods are available in addition to the weekly brush and bulky item and white goods collection schedule. A free estimate on the service cost is provided to residents. A fee is charged based on the size of the load and prices fixed in an order passed by City Council (See *Exhibit D* for Out-of-Cycle fee schedule summary). The quality of Out-of-Cycle service is to be equivalent to that provided by the CITY and charges shall be collected directly by the CONTRACTOR from the requesting customer. Fees shall be identical to the CITY's authorized fee schedule. Within 48 hours of customer's pre-payment, the CONTRACTOR shall perform collection of the Out-of-Cycle request.

K. PRODUCER – (GENERATOR): A producer is an occupant of a residential unit who generates municipal solid waste, primarily waste commonly regarded as residential garbage, or is a business unit that uses CITY contracted services to dispose of municipal solid waste.

L. REQUEST FOR PROPOSAL (RFP) AND CONTRACT DOCUMENTS: Contract Documents consist of this RFP, all attachments, written addenda and amendments thereto, if any, all of which when supplemented with a fully executed Integration Agreement, duly signed by the parties, comprise their complete understanding.

M. RESIDENTIAL GARBAGE AND REFUSE: All cans, bottles, rags, dry trash, paper, kitchen and household wastes, food containers, lawn trimmings, leaves and other materials typically generated by a residential dwelling unit, which material is regulated as domestic municipal solid waste.

N. RESIDENTIAL UNIT: These types of residences include, but may not be limited to, single family residences on one electric meter or duplex dwelling units on one or more meters. Garbage collection services to single-family, residential units will be billed directly by the CITY.

O. SEMI-AUTOMATED COLLECTION: Collection of waste material through the use of a vehicle equipped with tipper(s) on the rear of the vehicle. The cart is manually placed on the tipper which then empties a specially designed cart mechanically. The cart is then returned to the curb by the collection crew.

P. STORM DAMAGE DEBRIS COLLECTION: Storm damage refers to damage and debris less than 100,000cy produced by strong winds, rain, hail, lighting, flooding, storms, tornadoes or hurricanes experienced by an area as identified by the City Manager. The cost for this service is per cy collection only (not disposal) and is listed as an option on *Attachment D*.

ALTERNATE

On the Pricing Schedule Attachment D Number 2 Please provide the increase per contractual unit price for the following Alternate Service that may be selected by the CITY

Alternate 1. Add curbside recycling once a week (18 gallon +) to base price.

EXHIBITS

Exhibit A

Map of Gautier and Days of Collection

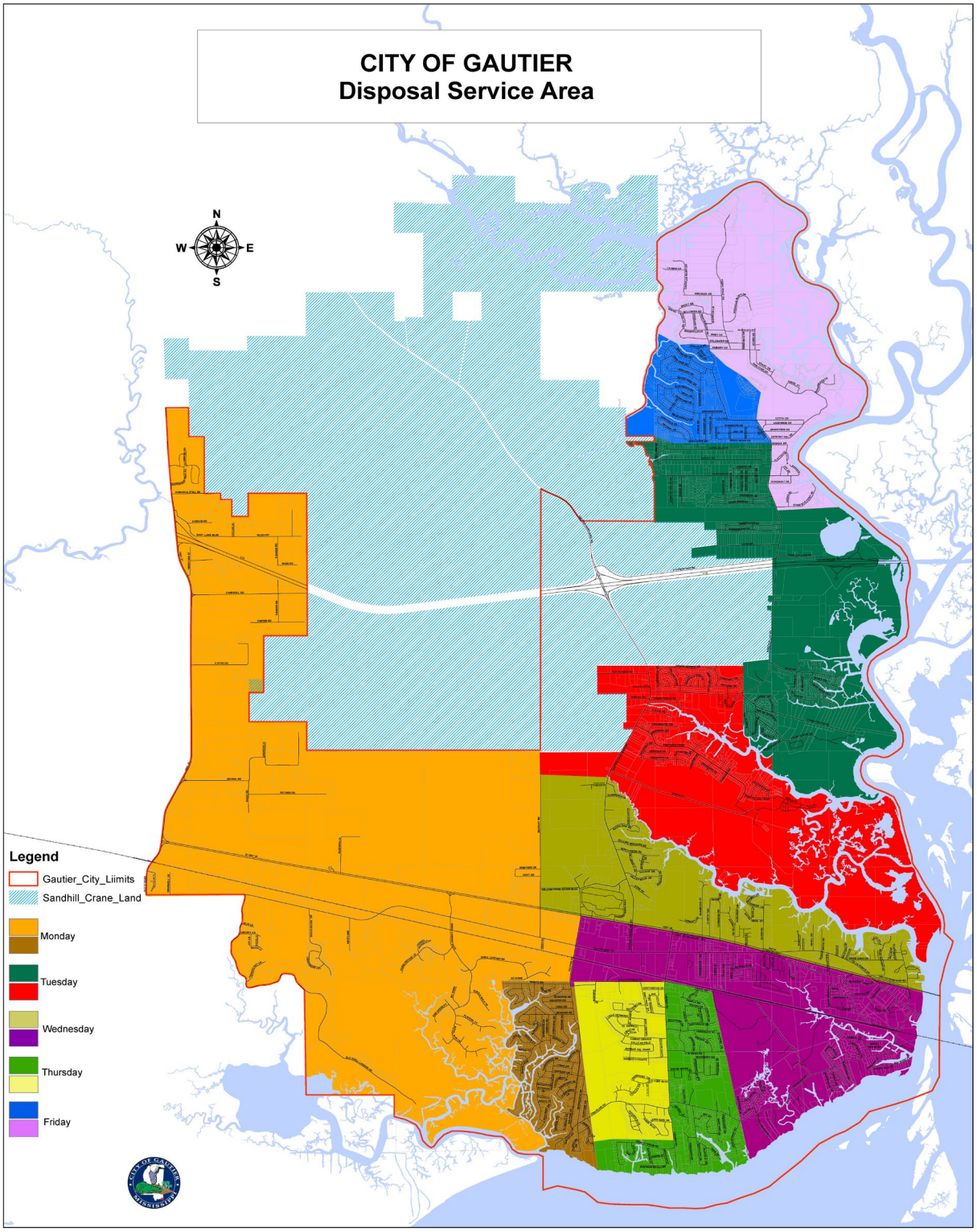

Exhibit B
Summary of services To Be Provided by the Contractor

SOLID WASTE SERVICES	FREQUENCY	CHARGE
Semi-automated or manual residential Garbage Collection and Disposal:	Once a Week	Included in Monthly Fee
Curbside recycling – Bin	Once /Week	Included in Monthly Fee
Curbside Brush and Bulky items and White Goods Collection Notice to Contract Area	Once /Week 6 Cubic Yards or less	Included in Monthly Fee
Community and City Clean-up including Neighborhood Sweeps	As notified by CITY	Included in Monthly Fee
Out of Cycle Brush, Bulky Item or White Goods Collection & Disposal	Monday-Friday, Within 48 hrs receipt of payment from resident	In Accordance with Fee Schedule (Exhibit E)
Customer Service Office	Seven Day/Week; 24 Hrs. Emergency Telephone Number must be provided.	Included in Monthly Fee
Storm Damage Clean up and Disposal	As notified by City	Per cy option on Attachment D
Christmas Tree Collection & Recycling	As required	Included in Monthly Fee
Comfort Station, trashcans & hand washing stations	As stated on pg. 32	Included in Monthly Fee
*Porta Potties	As needed for City Events	Included in Monthly Fee

*Note – Porta potties are only used at Mardi Gras Parade, Cruisin' the Coast, and Christmas Parade

EXHIBIT C

GARBAGE AND RECYCLING COLLECTION HOLIDAY SCHEDULE

To provide the highest level of customer service and to reduce the impact of make-up days the following holidays may be taken by Contactor Collection Personnel. The CONTRACTOR may opt to not work the following holidays, but shall propose a make-up collection schedule, acceptable to the city.

Holiday

Martin Luther King
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

OTHER SPECIAL EVENTS

EVENT	DAY	DATE	Scheduled Work Day
Christmas Tree Collection	Friday	January 3, 2025	As required
City- wide Clean up (For one week beginning on Monday)	Saturday	TBD	As required

CONTRACTOR shall provide comfort stations, trashcans and hand washing stations for CITY Events at no cost to the CITY. Comfort station is for Cruisin' the Coast ONLY. Hand Stations are only for quarterly movie nights. Cardboard trashcans are requested for four (4) events.

CITY shall update calendar on an annual basis. Special events dates may be revised.

Please note that the annual Christmas Tree Collection is usually performed on the first Wednesday of January and the City-wide Clean up event is usually held the third Saturday of each April.

EXHIBIT D

Fees for Out-of-Cycle Brush, Bulky Items, and White Goods Collection

Category	Fee
Single item pick up, white good, or other item ups to 8 cubic yards (cy)	$50.00
Up to 16 cy	$75.00
Up to 24 cy	$100.00
Up to 32 cy	$125.00

Exhibit E

Service Level Agreement (SLA) Time Commitments

Any Breach of this RFP that is not specified will revert to the paragraph below.

Each request, work order or complaint shall be answered within the 24-hour time frame. Each failure to comply with the above the 24-hour time frame will result in a penalty of $100.00 which will be deducted from the next invoice. Failure to resolve the request, work order or complaint within the 24-hour time frame, request, work order or complaint will be considered a violation and each additional 24-hour period in which the CONTRACTOR will be considered as a separate and distinct violation

EXHIBIT F

Monthly Contract Report

Contact Area: _____ Company: _____ Month: _____ Year: _____

1. TOTAL WASTE OR GARBAGE COLLECTION**:**
   a) Tons Collected _____
   b) Total Number of garbage setouts by homes picked during month: _____
2. BRUSH COLLECTION (Disposed at the Landfill):
   a) Brush Collection Tons Collected _____
   b) Other (Christmas Tree, Storm Damage, etc.) Tons Collected _____
   c) TOTAL Tons Collected _____
3. NUMBER OF CONTRACTED RESIDENTIAL UNITS _____
4. AVERAGE NUMBER OF HOMES PICKED UP DURING THE WEEK: _____
5. TOTAL WASTE STREAM (Tons per Month) _____
6. TOTAL RECYCLABLE (Tons per Month) _____

ATTACHMENTS

RFP ATTACHMENT A

Respondent Qualification General Questionnaire

1. Name/Name of Agency/Company: _____

2. Address: _____

   _____

3. Telephone/FAX: _____

4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
   Yes____ No____

5. Is your Company authorized and/or licensed to do business in Mississippi?
   Yes____ No____

6. Where is the Company's corporate headquarters located? _____

7. a. Does the Company have an office located in Gautier, Mississippi?

   Yes____ No____

   b. If the answer to the previous question is "yes", how long has the Company conducted business from its Gautier office?

   _____ (years) _____ (months)

   c. State the number of full-time employees at the Gautier office. _____

8. a. If the Company does not have a Gautier office, does the Company have an office located in Jackson County, Mississippi?

   Yes____ No____

   b. If the answer to the previous question is yes, how long has the Company conducted business from its Jackson County office?

   _____ (years) _____(months)

   d. State the number of full-time employees at the Jackson County office. _____

9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes____ No____
   If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
   _____
   _____

10. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

    Name: _____
    Address: _____
    Telephone: _____
    FAX: _____
    Email: _____

11. Surety Information

    Have you or the Company ever had a bond or surety canceled or forfeited? Yes ( ) No ( ).
    If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture._____
    _____

12. Bankruptcy Information

    Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )
    If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
    _____
    _____

13. Provide any other names under which your business has operated within the last 10 years.
    _____
    _____

RFP ATTACHMENT B

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor in the last five (5) years?

   Circle One YES NO

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Gautier or any other Federal, State or Local Government, or Private Entity?

   Circle One YES NO

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Gautier or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT C

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by CONTRACTOR to City

(a) Compliance Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities**. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the CONTRACTOR.** Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter which may reflect upon the CONTRACTOR's competency and integrity. The City relies upon CONTRACTOR's Warranty and shall treat the CONTRACTOR as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. CONTRACTOR acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. CONTRACTOR warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against CONTRACTOR or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against CONTRACTOR or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, CONTRACTOR must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, CONTRACTOR must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning CONTRACTOR, its operations, or employees / agents / representatives may impact the responsible status of CONTRACTOR, i.e., render the CONTRACTOR unqualified, or detract from CONTRACTOR's competency standing. In reliance on CONTRACTOR's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the CONTRACTOR except that the City shall duly pay CONTRACTOR for work or services performed to date of termination, should the City determine, following award of the Contract that CONTRACTOR failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

(b) Criminal Histories. Pending and Resolved; Termination. **CONTRACTOR must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to CONTRACTOR's person, and to all persons working for CONTRACTOR in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with CONTRACTOR's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, CONTRACTOR must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, CONTRACTOR shall be without recourse and remedy, except for the City's payment to CONTRACTOR for services or work performed up to date of termination.**

(c) Voidable Contract: **CONTRACTOR's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due CONTRACTOR, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid CONTRACTOR, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. CONTRACTOR understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from CONTRACTOR to City and due to the City's reliance on the CONTRACTOR's Warranty of Regulatory Compliance and clean Criminal History.**

RFP ATTACHMENT D

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

1. **Monthly contract rate per residential unit to be charged for the type of Solid Waste Services for the City of Gautier and breakdown of rate: (All spaces must be completed with a price).**

Solid Waste Services for City of Gautier	**Price for Solid Waste Services per unit** **(Semi-Automated Collection)**
Semi-Automated	
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal. Not to exceed 6 cubic yards a week per household	Included in price
Community, City-wide clean-up events, Christmas Tree disposal and storm debris cleanup as set forth in Sec. II G of the RFP	Included in price
(Does not include Customer Billings which are performed and absorbed by the CITY, except for costs for out-of-cycle services which are billed directly by the CONTRACTOR.)	
Comfort stations, trash cans and hand washing stations for CITY events as set forth in RFP	Included in price
Total per unit per month	
Total monthly charge to city based on 6500 units	
Additional Cart Cost billed directly by CONTRACTOR to resident	

2. **<u>Alternate Option</u>:**

Solid Waste Services for City of Gautier	**Price for Solid Waste Services per unit** **(Semi-Automated Collection)**
Semi-Automated	
Curbside recycling once a week (18 gallon +)	Alternate Included in price
Brush, bulky items and white goods collection, i.e., storm damage clean-ups and brush mixed with rubbish disposal. Not to exceed 6 cubic yards a week per household	Included in price
Community, City-wide clean-up events, Christmas Tree disposal and storm debris cleanup as set forth in Sec. II G of the RFP	Included in price
(Does not include Customer Billings which are performed and absorbed by the CITY, except for costs for out-of-cycle services which are billed directly by the CONTRACTOR.)	
Comfort stations, trash cans and hand washing stations for CITY events as set forth in RFP	Included in price
Total per unit per month	
Total monthly charge to city based on 6500 units	
Additional Cart Cost billed directly by CONTRACTOR to resident	

3. <u>Storm Debris Option:</u>

In the event of a storm or federally declared disaster generating less than 100,000 cubic yards of debris, please provide a per cubic yard price for <u>Collection Only</u> (not disposal) to collect and remove debris as stated in Sec II G (pg. 7) should the CITY request such service during the contract term.	Per Cubic Yard <u>Collection Only</u> $ _____ per cy

4. ENHANCED PROPOSAL OPTIONS SUBMITTED AT PROPONENT'S DISCRETION (Provide attachment if necessary.)

*Please note no exceptions to this RFP will be recognized.

RFP ATTACHMENT E

INSURANCE REQUIRMENTS

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the Purchasing Department, 3330 Hwy 90 MS 39553, Attn: Queita Reddix, which shall be clearly labeled Municipal Solid Waste Collection, Disposal Services for the City of Gautier in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Purchasing Department*, Attn: Queita Reddix*, and no officer or employee, other than the *City Clerk*, shall have authority to waive this requirement.

The CITY reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by the *City Clerk*, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will CITY allow modification whereupon CITY may incur increased risk.

Respondent's financial integrity is of interest to the CITY, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the CITY, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and permitted to do business in the State of Mississippi.

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	$1,000.000.
Bodily Injury Liability	$1,000.000.each occurrence
except automobile	$1,000.000.aggregate
Property Damage Liability	$1,000.000.each occurrence
except automobile	$1,000.000.aggregate
Automobile Bodily Injury	$1,000.000.each person
Liability	$1,000.000.each occurrence
Excess Umbrella Liability	$1,000.000.each occurrence

The CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the CITY, and may require

the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to CITY at an address provided by CITY within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

1. Name the CITY and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability polices;

2. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Gautier where the CITY is an additional insured shown on the policy;

3. Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the CITY.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by CITY, Respondent shall notify the CITY of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the CITY at both of the following addresses:

City of Gautier	City of Gautier
City Clerk	Public Works Manager
Municipal Solid Waste Collection, Disposal Services for the Gautier Area 2018	Municipal Solid Waste Collection, Disposal Services for the City of Gautier Area 2018
3330 Hwy 90	3305 Gautier Vancleave Rd
Gautier, MS 39553	Gautier, MS 39553

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the CITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the CITY is an alternative to other remedies the CITY may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subCONTRACTORs' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT F
INDEMNIFICATION REQUIREMENTS

RESPONDENT / PROPONENT, if selected, hereafter referred to as RESPONDENT OR CONTRACTOR, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subCONTRACTOR of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Mississippi Law and without waiving any defenses of the parties under Mississippi Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, known to RESPONDENT, related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR / RESPONDENT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with

any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this contract.

RFP ATTACHMENT G

SIGNATURE PAGE

"✓" Check box that indicates business structure of Respondent

☐ Individual or Proprietorship
☐ Partnership or Joint Venture
☐ Corporation

The undersigned certifies that (s)he is _____ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

_____.
11-digit Comptroller's Taxpayer Number

_____
Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: _____
Printed Name: _____
Title: _____

By: _____
(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)
Printed Name: _____
Title: _____

_____
Employer Identification Number

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments E & F.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
3. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
4. Respondent agrees to fully and truthfully submit a Respondent Qualification General Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

RFP ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	**Document**	**Initial to Indicate Document is Attached to Proposal**
	Table of Contents	
[Insert Tab]	Respondent Qualification General Questionnaire (RFP Attachment A)	
[Insert Tab]	Litigation Disclosure (RFP Attachment B)	
[Insert Tab]	Pricing Schedule (RFP Attachment D)	
[Insert Tab]	Experience, Background, Qualifications	
[Insert Tab]	Proposed Plan for Service Delivery	
[Insert Tab]	Annual Financial Statement	
[Insert Tab]	Proof of Insurability (Letter and Copy of Current Certificate of Insurance	
[Insert Tab]	*Signature Page (& Resolution, if applicable) (RFP Attachment G)	
[Insert Tab]	Proposal Checklist (RFP Attachment H)	
	References (RFP Attachment I)	
	One (1) Original and ten (10) Copies of Proposal	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

RFP ATTACHMENT I

REFERENCES

Please list three (3) references of ongoing contracts with other municipalities or local government entities that may be contacted concerning CONTRACTORS performance. List contact information including, individual's name, telephone number and email for each reference.

Name of Business and Individual to be contacted	**Phone Number**	**Email address**

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CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Consideration of an amendment to the Golf Cart and Low Speed Vehicle Ordinance**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Consideration of an amendment to the Golf Cart and Low Speed Vehicle Ordinance

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:

CITY OF GAUTIER
MEMORANDUM

To: City Council

From: Paula Yancey, City Manager

Date: June 27, 2024

Subject: Consideration of an amendment to the Golf Cart and Low Speed Vehicle Ordinance

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REQUEST:

The City Manager requests City Council to approve an amendment to the Golf Cart and Low Speed Vehicle Ordinance.

DISCUSSION:

Pursuant to MS Code 21-13-1, the city is authorized to criminalize the use of golf carts and/or low speed vehicles on a sidewalk within the City. Such use will be a misdemeanor criminal violation, punishable with a fine up to $1000.00 and imprisonment up to 90 number of days.

The City Manager and City Attorney recommend a fine in the amount of $500, with no jail time for the first offense, and any offense thereafter will receive five (5) days imprisonment, all of which has been incorporated into the attached draft ordinance.

RECOMMENDATION:

The City Manager recommends that City Council approve the amendment to the Golf Cart and/or Low Speed Vehicle Ordinance, as recommended by City Manager and City Attorney.

The City Council may:

1. Approve the amendment to the Golf Cart and/or Low Speed Vehicle Ordinance, as recommended by City Manager and City Attorney;
2. Approve the amendment to the Golf Cart and/or Low Speed Vehicle Ordinance with changes; or
3. Not approve the amendment to the Golf Cart and/or Low Speed Vehicle Ordinance

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

ORDINANCE NUMBER -2024-

GOLF CART ORDINANCE

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, TO ALLOW THE OPERATION OF GOLF CARTS AND LOW-SPEED VEHICLES ON CERTAIN PUBLIC ROADS AND STREETS WITHIN THE CITY

WHEREAS, the Mississippi Legislature passed Senate Bill 3303 during the 2020 regular session. *See* Exhibit "A" attached hereto; and

WHEREAS, Senate Bill 3303 allows the legal use of golf carts and low-speed vehicles on selected public roads and streets within the City of Gautier, so long as certain requirements are met; and

WHEREAS, the City of Gautier desires to authorize lawful operation of golf carts and low-speed vehicles on selected public roads and streets within city limits.

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

SECTION I.

Chapter 14, Article IV is hereby created and titled "Golf Carts and Low Speed Vehicles" and is to read as follows:

SECTION II.

Section 14-33 shall be added to the Code of Ordinances and shall read as follows:

14-33. – *Definitions*

The following terms and phrases, when used in this chapter, shall have the meaning ascribed, except where the context clearly indicates a different meaning

(a) "City" means the City of Gautier, Mississippi.

(b) "Governing authorities" means the Mayor and City Council of the City of Gautier Mississippi.

(c) "Golf cart" means a motor vehicle designated and manufactured for operation on a golf course for sporting or recreational purposes, is not capable of exceeding speeds of twenty-five (25) miles per hour, and is equipped with a parking brake, head lamps, tail lamps, seat belts, and front and rear turn signals. This definition specifically excludes

vehicles commonly known as "Go-Karts".

(d) "Low-speed vehicle" means any four-wheeled electric or gasoline powered vehicle that has a top speed greater than twenty (20) miles per hour but less than twenty-five (25) miles per hour and is equipped with safety equipment as required under 49 CFR Section 571.500. This definition specifically excludes vehicles commonly known as "Go-Karts".

(e) "Designated cart pathways" means any and all City streets and roads so designated on the map attached hereto as "Exhibit B".

SECTION III.

Section 14-34 shall be added to the Code of Ordinances and shall read as follows:

14-34. – Permissible Operation and Registration Requirements

(a) ~~(a)~~ Golf carts and/or low-speed vehicles may be operated on all City streets and roads where the posted speed limit does not exceed twenty-five (25) miles per hour and designated cart pathways.

~~(a)~~(b) The use of golf carts and/or low-speed vehicles is specifically prohibited on sidewalks within the City. Pursuant to Miss. Code 21-13-1, utilizing golf carts and/or low speed vehicles on a sidewalk within the City shall be a misdemeanor criminal violation, punishable with a fine up to $500.00, with no jail for a first offense. Subsequent offenses are punishable with a fine up to $500.00, and imprisonment up to 5 days.

(~~b~~c) Any person operating a golf cart or low-speed vehicle on the public roads and streets must have in his or her possession a valid driver's license or temporary driver's permit and proof of insurance as required under Section 63-15-1 et seq., Mississippi Code of 1972.

(~~c~~d) Golf carts and low speed vehicles may not be operated on interstate highway or state highways except for the crossing of these streets, in which case the shortest traveling distance to do so shall be required.

(~~d~~e) Drivers of golf carts and/or low-speed vehicles are required to operate said vehicles in the outside lane of multi-lane streets and roads, where applicable.

(~~e~~f) Operation of golf carts and/or low-speed vehicles is subject to all other applicable laws of the State of Mississippi and the City related to traffic and parking, along with corresponding penalties, not specifically addressed herein.

(~~f~~g) Every low-speed vehicle and golf cart to be operated on a public road or street shall be required to register the vehicle with the City of Gautier. The Planning Department for the City of Gautier shall issue said registrations and collect the funds for same as outlined below to be provided to the City Clerk for deposit into the municipal general fund. Cost for the registration shall be twenty-five dollars and no/100 ($25.00) to cover administrative time and expenses, payable to the City of Gautier. Upon registration a

decal shall be provided by the Planning Department that must be displayed on the left rear fender of the vehicle. The registration shall remain valid for as long as the registering owner owns the low-speed vehicle or golf cart.

(~~g~~h) Golf carts and/or low speed vehicles properly registered with other Mississippi municipalities, to non-Gautier residents, for use on public roads or streets may be operated within the City of Gautier without further registration so long as said golf carts or low speed vehicles are operated in compliance with the remaining provisions of this ordinance. Proof of such registration must be in the golf cart or low speed vehicle during operation.

(~~h~~i) Vehicles commonly known as "Go-Karts" are not eligible for registration or use on public roads or streets under this ordinance. Go-Karts are small, light, low-slung four-wheeled vehicles, powered by a an electric motor or gasoline engine.

SECTION IV

Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION V

It is hereby declared to be the intention of the City Council that the actions, paragraphs, clauses and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs, clauses, sentences or provisions of this ordinance as adopted shall be declared unconstitutional or otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses and phrases of this ordinance.

SECTION VI

This Ordinance shall take effect in the manner prescribed by law.

SECTION VII

That upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Gautier, Mississippi, and published in the manner prescribed by law.

SECTION VIII

The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Gautier, Mississippi, as an addition thereto, and appropriately renumbered to conform to the uniform numbering system of the Code.

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

AYES:

NAYS:

Thereupon, the Mayor declared said Amended Ordinance approved, passed and adopted on this the __th day of _____, 2022.

_____
Casey Vaughan, Mayor

Attest: _____
Teresa Montgomery
City Clerk

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**July 2, 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 July 2, 2024.

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CIVICPLUS INC	242398	07/02/2024	06/05/2024			693.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-040-699 ONLINE CODE HOSTING 24-25 305277 08/01/2024						693.00	
001	DELTA COMPUTER SYSTEMS INC	242540	07/02/2024	06/24/2024			665.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-606 JUL 2024 ACCT SOFTWARE MAINT DHLMN14087 06/15/2024						470.00	
	001-092-606 JUL 2024 PRIV LIC SW MAINT DHLMN14088 06/15/2024						195.00	
001	AT&T	242544	07/02/2024	06/24/2024			4,631.47	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERIVCE 2284978000 06/14/2024						4,631.47	
001	AT&T	242545	07/02/2024	06/24/2024			38.12	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 NICI LINE MONITORING 2284970262 06/14/2024						38.12	
001	JACKSON COUNTY ADULT DETENTION CENTER	242550	07/02/2024	06/24/2024			5,845.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-696 MAY 2024 ADC CHGS 06032024 06/11/2024						5,845.00	
001	CATALIS COURTS AND LAND RECORDS LLC	242551	07/02/2024	06/24/2024			3,229.20	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-698 APR 2024 COURT SUPPORT 308316091 04/01/2024						1,614.60	
	001-010-698 JUN 2024 COURT SUPPORT 308319930 06/24/2024						1,614.60	
001	SPARKLIGHT	242552	07/02/2024	06/24/2024			136.51	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 JUN 2024:POLICE 107718371 06082024 06/08/2024						136.51	
001	SPARKLIGHT	242555	07/02/2024	06/24/2024			71.37	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-699 JUN 2024:CBL BOX 118476316 06082024 06/08/2024						71.37	
001	GLOBALSTAR	242556	07/02/2024	06/24/2024			102.17	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-605 MONTHLY SERVICE 0072176287 06/16/2024						102.17	
001	AGJ SYSTEMS & NETWORKS INC	242559	07/02/2024	06/24/2024			7,741.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-606 JUL 2024: MSP COMPLETE CARE MSP-115016 07/01/2024						6,200.00	
	001-092-606 JUL 2024: MS365 EXC (83) 115094 07/01/2024						415.00	
	001-092-606 JUL 2024: MS365 BUS (35) 115094 07/01/2024						472.50	
	001-092-606 JUL 2024: LITIGATN HOLD (18) 115094 07/01/2024						54.00	
	001-092-606 JUL 2024: BACKUP SERVER (2) 115119 07/01/2024						600.00	
001	BUTLER SNOW LLP	242560	07/02/2024	06/24/2024			3,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-040-699 FY23 CONTINUING DISCLOSURE 10431794 06/20/2024						3,000.00	

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL LEAGUE	242561	07/02/2024	06/24/2024			350.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-681	2024 CONFERENCE: VAUGHAN,C	39937671	06/21/2024		350.00

001	WASTE OIL COLLECTORS INC	242562	07/02/2024	06/24/2024			80.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-698	STOP CHG: PUMP USED OIL	0027946	06/18/2024		80.00

001	FUELMAN	242563	07/02/2024	06/24/2024			3,484.59	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP66635988	06/17/2024		44.64
001-100-525	UNL FUEL	NP66635988	06/17/2024		2,748.62
001-161-525	UNL&DSL FUEL	NP66635988	06/17/2024		504.03
001-170-525	UNL&DSL FUEL	NP66635988	06/17/2024		187.30

001	FUELMAN	242565	07/02/2024	06/24/2024			3,692.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP66657709	06/24/2024		67.26
001-100-525	UNL FUEL	NP66657709	06/24/2024		2,730.98
001-161-525	UNL&DSL FUEL	NP66657709	06/24/2024		424.25
001-170-525	UNL FUEL	NP66657709	06/24/2024		376.15
001-205-525	UNL&DSL FUEL	NP66657709	06/24/2024		94.35

001	DIXIE RUBBER & BELTING COMPANY	242584	07/02/2024	06/25/2024			15.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	DXMS11 HOSE COUPLING: E4	241081	06/13/2024		15.00

001	GRAND VIEW SECURITY LLC	242587	07/02/2024	06/25/2024			3,320.86	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-634	4MP IP CAMERA (6): BACOT	2406110901	06/21/2024		1,194.00
001-170-634	NETWORK SWITCH (11): BACOT	2406110901	06/21/2024		986.86
001-170-634	ADC SEM MODULE:CONCESS ALARM	2406110901	06/21/2024		205.00
001-170-634	LABOR:BACOT LIGHTNING DAMAGE	2406110901	06/21/2024		935.00

001	WARREN PAVING INC	242588	07/02/2024	06/25/2024			357.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-576	2.97 TN ASPHALT: POTHOLES	93049	06/06/2024		256.91
001-201-576	1.16 TN ASPHALT: POTHOLES	93356	06/12/2024		100.34

001	RIDGDELL BROS INC	242590	07/02/2024	06/25/2024			2,604.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-520	BED MAINT: ENT SIGNS	23083128	06/24/2024		1,006.66
001-201-679	LAWN MAINT: SOUTH HWY 90	23083127	06/24/2024		615.00
001-201-679	LAWN MAINT: HWY 90 INTS	23083125	06/24/2024		983.33

001	SEYMOUR ENGINEERING PLLC	242592	07/02/2024	06/26/2024			4,175.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-603	CONST ADMIN: LS UPGS 10%	9102	06/25/2024		4,175.00

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SEYMOUR ENGINEERING PLLC	242596	07/02/2024	06/26/2024			21,011.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-603 TOPOGRAPHIC SURVEY: SS MAINS 9105 06/25/2024						7,500.00	
	001-092-603 DESIGN/BIDDING: SS MAINS 10% 9105 06/25/2024						13,511.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	242602	07/02/2024	06/26/2024			538.53	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-631 BROWN FD 95237002 06152024 06/21/2024						538.53	
001	SINGING RIVER ELECTRIC COOPERATIVE	242603	07/02/2024	06/26/2024			10,164.29	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-633 STREET LIGHTING 06182024 06/25/2024						7,055.45	
	001-092-631 CITY HALL 10054 06182024 06/25/2024						1,044.34	
	001-201-633 WM PAYNE 10054/100244008 06182024 06/25/2024						53.38	
	001-170-631 FRAZIER PARK 10045 06182024 06/25/2024						62.86	
	001-170-631 SENIOR BLDG 10054 06182024 06/25/2024						377.37	
	001-170-631 CITY PARK 10045 06182024 06/25/2024						132.44	
	001-161-631 CENTRAL FD 10045 06182024 06/25/2024						456.20	
	001-092-631 PUBLIC WORKS 10045 06182024 06/25/2024						317.52	
	001-092-631 HWY 90 SIGN 10054 06182024 06/25/2024						35.37	
	001-201-629 SIGNAL LIGHTS 10054 06182024 06/25/2024						629.36	
001	C SPIRE WIRELESS	242604	07/02/2024	06/26/2024			971.12	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-605 POLICE CELLS 0032680896 06/11/2024						488.40	
	001-100-605 DATA CARDS (14) 0032680896 06/11/2024						482.72	
001	SPARKLIGHT	242605	07/02/2024	06/26/2024			127.95	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-698 JUL 2024:GARAGE 134679919 06202024 06/20/2024						127.95	
001	SBM REPORTING LLC	242608	07/02/2024	06/26/2024			175.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-698 PLANNING MGT 6/6/24 MB1713 06/26/2024						175.00	
001	ACTION PRINTING CENTER INC	242609	07/02/2024	06/26/2024			329.98	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-090-500 #10 ENVELOPE (1500): PLANNING 3414 06/18/2024 240933						329.98	
001	AIR MASTERS MECHANICAL INC	242610	07/02/2024	06/26/2024			1,370.60	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-635 MOTOR;LOW AMBIENT SWITCH SM11989 06/17/2024 240942						641.60	
	001-100-635 LABOR: PD AC UNIT #4 SM11989 06/17/2024 240942						729.00	
001	MS FIRE ACADEMY	242611	07/02/2024	06/26/2024			4,050.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-681 DRV/OP NFPA 1002: DANIELS,C 32379 06/21/2024 240738						675.00	
	001-161-681 DRV/OP NFPA 1002: EDWARDS,S 32379 06/21/2024 240738						675.00	
	001-161-681 DRV/OP NFPA 1002: WELLS,J 32379 06/21/2024 240738						675.00	
	001-161-681 DRV/OP NFPA 1002: CARTER,K 32441 06/24/2024 240624						675.00	

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001	MS FIRE ACADEMY	242611	07/02/2024	06/26/2024			4,050.00	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 DRV/OP NFPA 1002: DODGEN,E			32441	06/24/2024	240624	675.00	
	001-161-681 DRV/OP NFPA 1002: HALL,W			32441	06/24/2024	240624	675.00	
001	JACKSON COUNTY CHAMBER OF COMMERCE	242612	07/02/2024	06/26/2024			1,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 LEADERSHIP JC: LATCH, JOSH			33990	06/13/2024	240269	1,500.00	
001	CUSTOM PRODUCTS CORPORATION	242613	07/02/2024	06/26/2024			144.03	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-565 ALERT FLAG BRACKET MOUNT(4)			INV9351	06/12/2024	240950	63.84	
	001-201-565 18X18 VINYL SAFETY FLAG (8)			INV9351	06/12/2024	240950	36.00	
	001-201-565 SHIPPING			INV9351	06/12/2024	240950	44.19	
001	RAY ALLEN MANUFACTURING LLC	242616	07/02/2024	06/26/2024			321.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 F93: GEN 2 REMOTE			RINV366277	03/22/2024	240651	314.99	
	001-100-570 SHIPPING			RINV366277	03/22/2024	240651	6.99	
001	EXPRESSIONS BY SHANETTE	242618	07/02/2024	06/26/2024			324.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 REPL PATCH UNIFORM (27): GPD			000013	05/09/2024	240852	324.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	242619	07/02/2024	06/26/2024			1,105.62	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-500 HP305A REMAN SY YEL TONER(2)			6004630215	06/15/2024	240963	92.32	
	001-090-500 HP305A REMAN SY BLK TONER(3)			6004630215	06/15/2024	240963	161.07	
	001-090-500 CORRECTION TAPE WHITE 10PK			6004630215	06/15/2024	240963	15.39	
	001-090-500 SWINGLINE STAPLES 5000 BX			6004630215	06/15/2024	240963	6.05	
	001-090-500 SHARPIE MARKER RED 12CT			6004630215	06/15/2024	240963	8.28	
	001-090-500 SHARPIE MARKER BLK 12CT			6004630215	06/15/2024	240963	8.28	
	001-090-500 DURACELL AAA BATT 24PK			6004630215	06/15/2024	240963	14.65	
	001-090-500 DURACELL AA BATT 24PK			6004630215	06/15/2024	240963	14.55	
	001-090-500 HP67 SY BLK INK			6004630215	06/15/2024	240963	20.87	
	001-090-500 HP67 SY C/M/Y INK			6004630215	06/15/2024	240963	22.10	
	001-090-500 HP ENVY 6055E AIO PRINTER			6004630215	06/15/2024	240963	99.99	
	001-090-500 BIC RTR BLUE PEN 12CT			6004630215	06/15/2024	240963	8.42	
	001-090-500 TRANSPARENT TAPE 12PK			6004630215	06/15/2024	240963	17.16	
	001-090-500 HP305A REMAN SY MAG TONER(2)			6004630217	06/15/2024	240963	92.32	
	001-040-500 8.5X11 CANARY PAPER 500CT			6003281180	05/29/2024	240891	15.98	
	001-040-500 EXP FILE POCKET LEGAL 10CT			6003281180	05/29/2024	240891	34.40	
	001-040-500 RECEIPT BOOK 3X8 2PRT (3)			6003281180	05/29/2024	240891	28.89	
	001-040-500 CS 8.5X11 COPY PAPER (10)			6003281180	05/29/2024	240891	444.90	
001	REEVES COMPANY INC	242623	07/02/2024	06/26/2024			89.82	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 #69 GOLD NAME PLATE (2)			494892	06/10/2024	240941	30.46	
	001-100-535 YD SERVICE PIN:GLD(1);SLV(2)			494892	06/10/2024	240941	54.39	
	001-100-535 SHIPPING			494892	06/10/2024	240941	4.97	

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001	A-1 TREE SERVICE INC	242624	07/02/2024	06/26/2024			3,900.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-698 CUT/REMV LG DEAD WATER OAK(2)			06242024	06/24/2024	240958	3,500.00	
	001-201-698 GRIND OUT STUMP (2)			06242024	06/24/2024	240958	400.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	242625	07/02/2024	06/26/2024			3,730.81	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 BLAUER LS SHIRT			31040	06/20/2024	240876	59.99	
	001-100-535 NAVY TROUSER (5)			31040	06/20/2024	240876	325.00	
	001-100-535 PIGGYBACK STRIPING			31040	06/20/2024	240876	15.00	
	001-100-535 BLAUER SS SHIRT (4)			31040	06/20/2024	240876	219.96	
	001-100-535 FLEXR BASE SHIRT (10)			31040	06/20/2024	240876	590.00	
	001-100-535 EMBROIDERY COLLAR (6)			31040	06/20/2024	240876	48.00	
	001-100-535 EMBROIDERY NAME/TEX (2)			31040	06/20/2024	240876	10.00	
	001-100-535 FLEXRS WOMENS BASE SHIRT (3)			31040	06/20/2024	240876	177.00	
	001-100-535 FLEXRS LS BASE SHIRT (5)			31040	06/20/2024	240876	320.00	
	001-100-535 BLAUER WOMENS COVERT PANT(6)			31040	06/20/2024	240876	474.00	
	001-100-535 FLEXRS LS SHIRT (7)			31040	06/20/2024	240876	448.00	
	001-100-535 FLEXRS TAC PANT (2)			31040	06/20/2024	240876	158.00	
	001-100-535 REFLECT HOOD RAIN COAT			31040	06/20/2024	240876	89.00	
	001-100-535 PORT CORE JACKET (3)			31040	06/20/2024	240876	135.00	
	001-100-535 SAM BROOME TIES (6)			31040	06/20/2024	240876	65.94	
	001-100-535 PORT AUTH LS POLO (3)			31040	06/20/2024	240876	60.00	
	001-100-535 FIRST TAC SS POLO (2)			31040	06/20/2024	240876	85.98	
	001-100-535 SPORT-TEK SHORT (5)			31040	06/20/2024	240876	54.95	
	001-100-535 DELUXE SAFETY VEST			31040	06/20/2024	240876	34.99	
	001-100-535 SHIPPING			31040	06/20/2024	240876	50.00	
	001-100-535 FLEXRS BASE SHIRT (2)			31058	06/21/2024	240926	118.00	
	001-100-535 FLXRS LS SHIRT (3)			31058	06/21/2024	240926	192.00	
001	AMAZON CAPITAL SERVICE	242626	07/02/2024	06/26/2024			1,031.68	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 TAIL-BRAKE LIGHT UNIT: 12558			1J1GYPYKWX	06/15/2024	240945	169.99	
	001-100-570 SHIPPING			1J1GYPYKWX	06/15/2024	240945	9.00	
	001-205-559 KEYLESS ENTRY KEY FOB: MAINT			14FVY7JVFY	06/18/2024	240965	8.20	
	001-205-559 2PK HOSE REEL BUMPER STOP			14FVY7JVFY	06/18/2024	240965	20.79	
	001-090-500 WHT CARD STOCK 8.5X11 1000PK			14FVY7JVFY	06/18/2024	240965	54.10	
	001-090-559 2024 WIFI EXTENDER			14FVY7JVFY	06/18/2024	240965	59.98	
	001-170-639 REPL KEY (3): BACOT			1NLFC11QJV	06/18/2024	240967	29.61	
	001-170-639 SHIPPING			1NLFC11QJV	06/18/2024	240967	4.07	
	001-170-628 SUNCO LED 200W LIGHT 6PK(2)			1V6TQH7WNX	06/19/2024	240964	539.96	
	001-170-628 ASURION 4YR PLAN(2): BACOT			1V6TQH7WNX	06/19/2024	240964	135.98	
001	AGJ SYSTEMS & NETWORKS INC	242628	07/02/2024	06/26/2024			2,558.57	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-704 DELL LATITUDE LAPTOP 16GB RAM			114755	06/10/2024	240898	1,333.57	
	001-092-704 MS OFFICE 2021: TAPPER,T			114755	06/10/2024	240898	245.00	
	001-100-704 MS OFFICE 2021(4): TOUGHBKS			114755	06/10/2024	240928	980.00	

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001	CANNON PAF LLC	242629	07/02/2024	06/26/2024			368.36	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	CUT ADDTL KEY: #14770	516296	04/18/2024	240595	219.36
001-100-639	PROGRAM KEY: #14770	516296	04/18/2024	240595	149.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	860 PROPERTY MAINTENANCE	242630	07/02/2024	06/26/2024			3,900.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-601	DEMO TRAILER: 7737 NARCISSUS	INV000274	06/24/2024	240960	3,900.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MOTOROLA INC	242631	07/02/2024	06/26/2024			129,390.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-706	APX DASH MOUNT ENH (3)	8281912365	06/11/2024	240031	11,883.75
001-100-706	AVTEC LIC/SW PKG(3): FINAL	8230460450	06/14/2024	240047	26,150.40
001-100-706	PC CONSOLE PKG (3): FINAL	8230460450	06/14/2024	240047	5,885.46
001-100-706	24"LCD TOUCH MONITOR(3):FINAL	8230460450	06/14/2024	240047	5,341.14
001-100-706	USB FOOTSWITCH(3): FINAL	8230460450	06/14/2024	240047	930.60
001-100-706	AVTEC USB JACKBOX(3): FINAL	8230460450	06/14/2024	240047	4,680.00
001-100-706	USB DESK MIC (3): FINAL	8230460450	06/14/2024	240047	1,843.78
001-100-706	USB SPEAKER KIT(6): FINAL	8230460450	06/14/2024	240047	2,471.04
001-100-706	10 PRT USB HUB (3): FINAL	8230460450	06/14/2024	240047	475.20
001-100-706	PLNTRNC H251 HEADSET(3):FINAL	8230460450	06/14/2024	240047	1,581.12
001-100-706	VPGATE SW LICENSE: FINAL	8230460450	06/14/2024	240047	10,020.96
001-100-706	ETHERNET SWITCH: FINAL	8230460450	06/14/2024	240047	3,693.12
001-100-706	VPGATE IP ENDPOINT: FINAL	8230460450	06/14/2024	240047	3,307.68
001-100-706	OUTPOST KIT (3): FINAL	8230460450	06/14/2024	240047	8,262.00
001-100-706	OUTPOST CONFIG TOOL: FINAL	8230460450	06/14/2024	240047	271.62
001-100-706	OUTPOST POWER SUPPLY(3): FINAL	8230460450	06/14/2024	240047	520.20
001-100-706	OUTPOST RACK SHELF(2): FINAL	8230460450	06/14/2024	240047	543.24
001-100-706	INSTL/TRAIN/CONFIG: FINAL	8230460450	06/14/2024	240047	9,346.80
001-100-706	YR 2-5 SCOUTCARE MSWIN21726	8230460450	06/14/2024	240047	32,182.80

FUND TOTAL 1 Claims to Checks 42 Total 231,338.27 Manual Held Total 231,338.27

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004	GULF BREEZE LANDSCAPING LLC	242568	07/02/2024	06/24/2024			444.24	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-699 REPR IRRIGATION VALVE & RUT			2121	05/31/2024		444.24	
004	RIDGDELL BROS INC	242591	07/02/2024	06/25/2024			3,962.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-680 LAWN MAINT: THE SOUND			23083126	06/24/2024		3,695.83	
	004-510-699 GNAT-INSECT APPLICATION			23083129	06/24/2024		267.00	
004	SPARKLIGHT	242606	07/02/2024	06/26/2024			1,589.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-699 6/20-7/19/24 SERV: 140013863			06202024	06/20/2024		1,690.00	
	004-510-699 CREDIT REFUND: SALES TAX TD			06202024	06/20/2024		-100.50	
004	HAYGOODS INDUSTRIAL ENGRAVERS INC	242615	07/02/2024	06/26/2024			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-559 SOUND ORNAMENT W/CITY RIBBON			2406052	06/19/2024	240780	200.00	

FUND TOTAL 4 Claims to Checks 4 Total 6,196.57 Manual Held Total 6,196.57

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	242569	07/02/2024	06/24/2024			6,683.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-763	CONST ENG & INS: #22	1215523	06/17/2024		6,683.54

FUND TOTAL 130 Claims to Checks 1 Total 6,683.54 Manual Held Total 6,683.54

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156	GRAFIX SHOPPE	242622	07/02/2024	06/26/2024			1,435.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	GRAPHIC KIT: ACO 19591	157680	06/14/2024	240927	655.00
156-100-799	STEALTH/K9 GRAPHIC: #34	157680	06/14/2024	240927	655.00
156-100-799	CAUTION K9 GRAPHIC(3): #34	157680	06/14/2024	240927	90.00
156-100-799	SHIPPING	157680	06/14/2024	240927	35.00

FUND TOTAL 156 Claims to Checks 1 Total 1,435.00 Manual Held Total 1,435.00

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172	JACKSON-GEORGE REGIONAL LIBRARY	242558	07/02/2024	06/24/2024			3,673.21	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	JUN 2024	06/14/2024		3,673.21

FUND TOTAL 172 Claims to Checks 1 Total 3,673.21 Manual Held Total 3,673.21

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
173	SEYMOUR ENGINEERING PLLC	242593	07/02/2024	06/26/2024			2,400.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
173-300-762	TOPO SURVEY 100%	9103	06/25/2024		2,400.00

FUND TOTAL 173 Claims to Checks 1 Total 2,400.00 Manual Held Total 2,400.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	242546	07/02/2024	06/24/2024			179.40	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 MTHLY SERVICE 2 LINES 2284972244 06/14/2024							179.40
176	AD2 INC	242557	07/02/2024	06/24/2024			702.20	
	176-170-699 HOSTING FEE JUN 2024 4082 06/15/2024							52.20
	176-170-699 SHOPPING CART 4082 06/15/2024							300.00
	176-170-699 WEBSITE MAINT 05/15-06/14/24 4082 06/15/2024							350.00
176	SPARKLIGHT	242571	07/02/2024	06/24/2024			214.39	
	176-170-699 JUL 2024:SSP 132698937 06202024 06/20/2024							214.39
176	WASTE PRO - GAUTIER	242585	07/02/2024	06/25/2024			26.06	
	176-170-699 PORT A LET RENTAL (1) 0001392589 05/31/2024							26.06
176	GRAND VIEW SECURITY LLC	242586	07/02/2024	06/25/2024			220.00	
	176-170-639 LABOR: REPR ENTRANCE GATE 2406131072 06/21/2024							220.00
176	CUPIT SIGNS OF MISSISSIPPI INC	242621	07/02/2024	06/26/2024			64.99	
	176-170-559 DECAL 9" CITY LOGO (6): SSP 36311F 04/24/2024 240485							48.00
	176-170-559 8X10 METAL SIGN: SHEPARD 36312F 04/24/2024 240525							16.99

FUND TOTAL 176 Claims to Checks 6 Total 1,407.04 Manual Held Total 1,407.04

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC	242594	07/02/2024	06/26/2024			33,640.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
177-176-762	ENG DESIGN/BIDDING 100%	9101	06/25/2024		20,640.00
177-176-763	CONST ADMN/RPR 20%	9101	06/25/2024		13,000.00

FUND TOTAL 177 Claims to Checks 1 Total 33,640.00 Manual Held Total 33,640.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
255	THE PEOPLES BANK	242570	07/02/2024	06/24/2024			446,975.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
255-680-812	PRN: GO REF BOND S2020	3322	05/13/2024		419,000.00
255-680-813	INT: GO REF BOND S2020	3322	05/13/2024		25,725.00
255-680-803	ANNUAL ADMIN FEE GAUTGORF20	3322	05/13/2024		2,250.00

FUND TOTAL 255 Claims to Checks 1 Total 446,975.00 Manual Held Total 446,975.00

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	242595	07/02/2024	06/26/2024			30,795.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
362-600-762	ENG DESIGN 30%	9104	06/25/2024		30,795.00

FUND TOTAL 362 Claims to Checks 1 Total 30,795.00 Manual Held Total 30,795.00

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	242541	07/02/2024	06/24/2024			7,672.66	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-601 PROF FEES: 06/06/24-07/5/24 3502 06/13/2024						7,500.00	
	400-650-601 REIMB TRAVEL EXPENSES 3502 06/13/2024						172.66	
400	ANSER	242542	07/02/2024	06/24/2024			590.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 BASE RATE:06/05-07/02/24 277-060524 06/05/2024						585.00	
	400-650-698 PAPER INVOICE FEE 277-060524 06/05/2024						5.00	
400	COG DEPOSITORY ACCOUNT	242543	07/02/2024	06/24/2024			43,427.11	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-680-821 ST LNS #3 90/57 SWR 06102024 06/10/2024						7,877.45	
	400-680-822 ST LNS #4 90/57 WTR 06102024 06/10/2024						10,948.67	
	400-680-822 ST LNS #4 90/57 SWR 06102024 06/10/2024						9,019.22	
	400-680-823 ST LNS #5 ALLEN RD 06102024 06/10/2024						2,149.95	
	400-680-824 ST LNS #6 OLD SPAN TR 06102024 06/10/2024						3,765.83	
	400-680-825 ST LNS #7 OLD SPAN TR 06102024 06/10/2024						9,665.99	
400	AT&T	242547	07/02/2024	06/24/2024			197.76	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICE 2284975234 05/14/2024						98.88	
	400-650-605 MONTHLY SERVICE 2284975234 06/14/2024						98.88	
400	AT&T	242548	07/02/2024	06/24/2024			66.08	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICES 2284972276 06/06/2024						66.08	
400	SPARKLIGHT	242549	07/02/2024	06/24/2024			180.88	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 JUL 2024: 118901040 06162024 06/16/2024						180.88	
400	2018-2019 BOND DEBT SERVICE FUND	242553	07/02/2024	06/24/2024			24,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-900-950 JUL 2024: 2018 BOND DS 07012024 07/01/2024						24,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	242554	07/02/2024	06/24/2024			32,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-900-950 JUL 2024: 2019 BOND DS 07012024 07/01/2024						32,000.00	
400	FUELMAN	242564	07/02/2024	06/24/2024			142.89	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL NP66635988 06/17/2024						142.89	
400	FUELMAN	242567	07/02/2024	06/24/2024			180.57	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL NP66657709 06/24/2024						180.57	

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	242583	07/02/2024	06/25/2024			1,536.80	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 RENEWAL: GLEN HEATH LS			1089115	06/24/2024			626.00
	400-651-698 RENEWAL: BEMIS AVE LS			1089115	06/24/2024			563.40
	400-651-698 RENEWAL: JACKSON SQ			1089115	06/24/2024			347.40
400	WARREN PAVING INC	242589	07/02/2024	06/25/2024			173.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-585 2.0 TN ASHPHALT: WTR TAP			93049	06/06/2024			173.00
400	SINGING RIVER ELECTRIC COOPERATIVE	242599	07/02/2024	06/26/2024			5,972.80	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STNS 17881			06162024	06/24/2024			2,853.64
	400-651-631 WATER WELLS 17881			06162024	06/24/2024			3,119.16
400	SINGING RIVER ELECTRIC COOPERATIVE	242600	07/02/2024	06/26/2024			9,363.55	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STNS 17882			06182024	06/25/2024			2,652.49
	400-651-631 WATER WELLS 17882			06182024	06/25/2024			4,206.79
	400-651-631 CITY HALL SOUTH 17882			06182024	06/25/2024			2,504.27
400	SINGING RIVER ELECTRIC COOPERATIVE	242601	07/02/2024	06/26/2024			3,002.30	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 CARTER RD WTR TANK 109812001			06152024	06/21/2024			30.97
	400-651-631 LIFT STATIONS 20649			06152024	06/21/2024			1,118.93
	400-651-631 LIFT STATIONS 28779			06152024	06/21/2024			180.87
	400-651-631 LIFT STSTIONS 20688			06122024	06/19/2024			313.69
	400-651-631 SCHOONER WELL 20688			06122024	06/19/2024			1,357.84
400	SOUTHERN PIPE & SUPPLY CO INC	242614	07/02/2024	06/26/2024			3,061.14	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-709 14X19 METER BOX 12"H BLK(72)			9567183-00	06/07/2024	240884		939.60
	400-651-709 MTR BOX LID W/PLST READER(72)			9567183-00	06/07/2024	240884		939.60
	400-651-581 2" SS BALL VALVE (6)			9563690-00	06/07/2024	240865		415.50
	400-651-581 2"X4" SS NIPPLE (6)			9563690-00	06/07/2024	240865		85.26
	400-651-581 2"X1" SS BUSHING (6)			9563690-00	06/07/2024	240865		77.88
	400-651-581 1"X4" SS NIPPLE (6)			9563690-00	06/07/2024	240865		42.30
	400-651-581 1"X 90 DEGREE SS BEND (6)			9563690-00	06/07/2024	240865		33.90
	400-651-581 3/4" SS BALL VALVE (6)			9563690-00	06/07/2024	240865		96.30
	400-651-581 2X1-1/4 SS BUSHING (6)			9563690-00	06/07/2024	240865		70.38
	400-651-581 2"X8" SS NIPPLE (6)			9563690-00	06/07/2024	240865		158.82
	400-651-581 2"X6" SS NIPPLE (6)			9563690-00	06/07/2024	240865		121.68
	400-651-581 2" SS COUPLING (6)			9563690-00	06/07/2024	240865		79.92
400	BAY MOTOR WINDING INC	242617	07/02/2024	06/26/2024			4,410.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-584 REBUILD 7.5HP PUMP: BARRACUDA			0129558	05/31/2024	240868		2,565.00
	400-651-584 MACHINE WORK: BARACUDA			0129558	05/31/2024	240868		560.00
	400-651-584 IMPELLER: JOB 074085			0129558	05/31/2024	240868		650.00
	400-651-584 CHG CORD ON PUMP: BAY POINT			0129633	06/14/2024	240953		635.00

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	242620	07/02/2024	06/26/2024			445.54	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 MCG100/11 120V: WESTGATE WELL			PAS/095586	06/06/2024	240938		304.83
	400-651-581 OLH95/3H 85: WESTGATE WELL			PAS/095586	06/06/2024	240938		140.71
400	AMAZON CAPITAL SERVICE	242627	07/02/2024	06/26/2024			43.64	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-500 LAPTOP MOUNT LT-LFSDM			1KHTHYV9TY	06/14/2024	240946		43.64
400	J H WRIGHT & ASSOCIATES INC	242632	07/02/2024	06/26/2024			350.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 CAPACITOR 250/216 250V: LS-33			461492	06/17/2024	240954		30.00
	400-651-584 CAPACITOR 250/161 250V: LS-33			461492	06/17/2024	240954		30.00
	400-651-584 RELAY MARS 64:SINGING PINE LS			461492	06/17/2024	240954		40.00
	400-651-581 SQ D BREAKER 100A: WESTGATE WW			461661	06/24/2024	240952		250.00
FUND TOTAL 400 Claims	to Checks 20 Total 136,816.72 Manual					Held		Total 136,816.72

Docket of Claims
Release date from 07/02/2024 thru 07/02/2024

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	42 Total	231,338.27	Manual	Held	Total 231,338.27
FUND 4	Claims	to	Checks	4 Total	6,196.57	Manual	Held	Total 6,196.57
FUND 130	Claims	to	Checks	1 Total	6,683.54	Manual	Held	Total 6,683.54
FUND 156	Claims	to	Checks	1 Total	1,435.00	Manual	Held	Total 1,435.00
FUND 172	Claims	to	Checks	1 Total	3,673.21	Manual	Held	Total 3,673.21
FUND 173	Claims	to	Checks	1 Total	2,400.00	Manual	Held	Total 2,400.00
FUND 176	Claims	to	Checks	6 Total	1,407.04	Manual	Held	Total 1,407.04
FUND 177	Claims	to	Checks	1 Total	33,640.00	Manual	Held	Total 33,640.00
FUND 255	Claims	to	Checks	1 Total	446,975.00	Manual	Held	Total 446,975.00
FUND 362	Claims	to	Checks	1 Total	30,795.00	Manual	Held	Total 30,795.00
FUND 400	Claims	to	Checks	20 Total	136,816.72	Manual	Held	Total 136,816.72
Total for all Funds			Checks	79 Total	901,360.35	Manual	Held	Total 901,360.35

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Approval of Minutes from the Recessed Council Meeting held June 18, 2024**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held June 18, 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 Recessed Council Meeting held June 18, 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 July 2, 2024.

Tuesday
June 18, 2024
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held June 18, 2024 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
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

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

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

Presentation

1. Juneteenth Freedom Day Proclamation

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

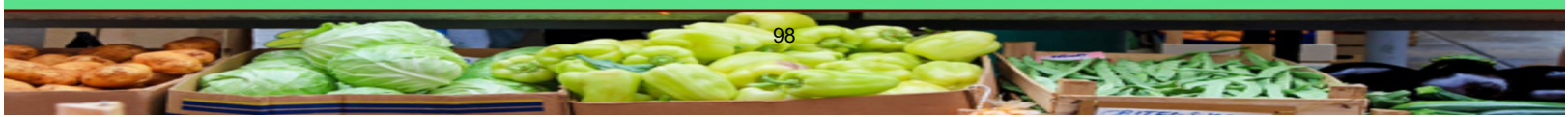
FARMER'S MARKET

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



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

A discussion was held between the Mayor and Council regarding the appointment of a Civil Service Commissioner.

No action was taken during the discussion.

Councilman Colledge made the motion to approve the tax exemption request for Antonio's New York Pizza II, LLC, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

RESOLUTION 147-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by 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

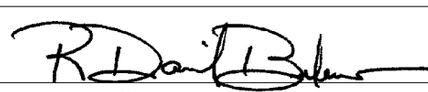
RECONCILIATION AND FINAL VALUE ESTIMATE

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.

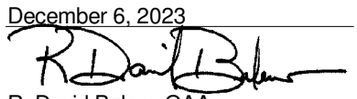
STATEMENT OF CONTINGENT AND LIMITING CONDITIONS

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

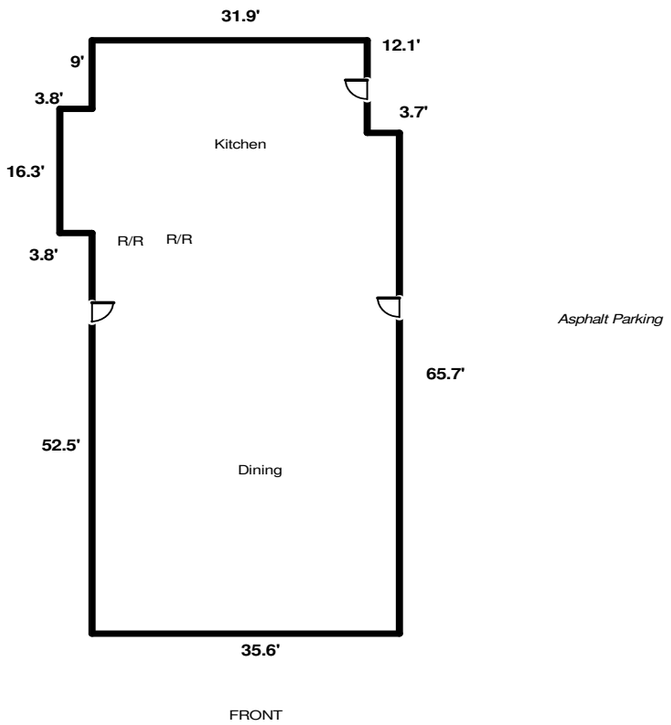


Appraiser(s): R. David Belew, GAA

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						

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.

repared by David Bele
2283881749
david@appraisalassociates.net

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

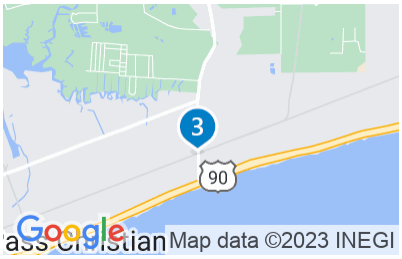
Sa e Information

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

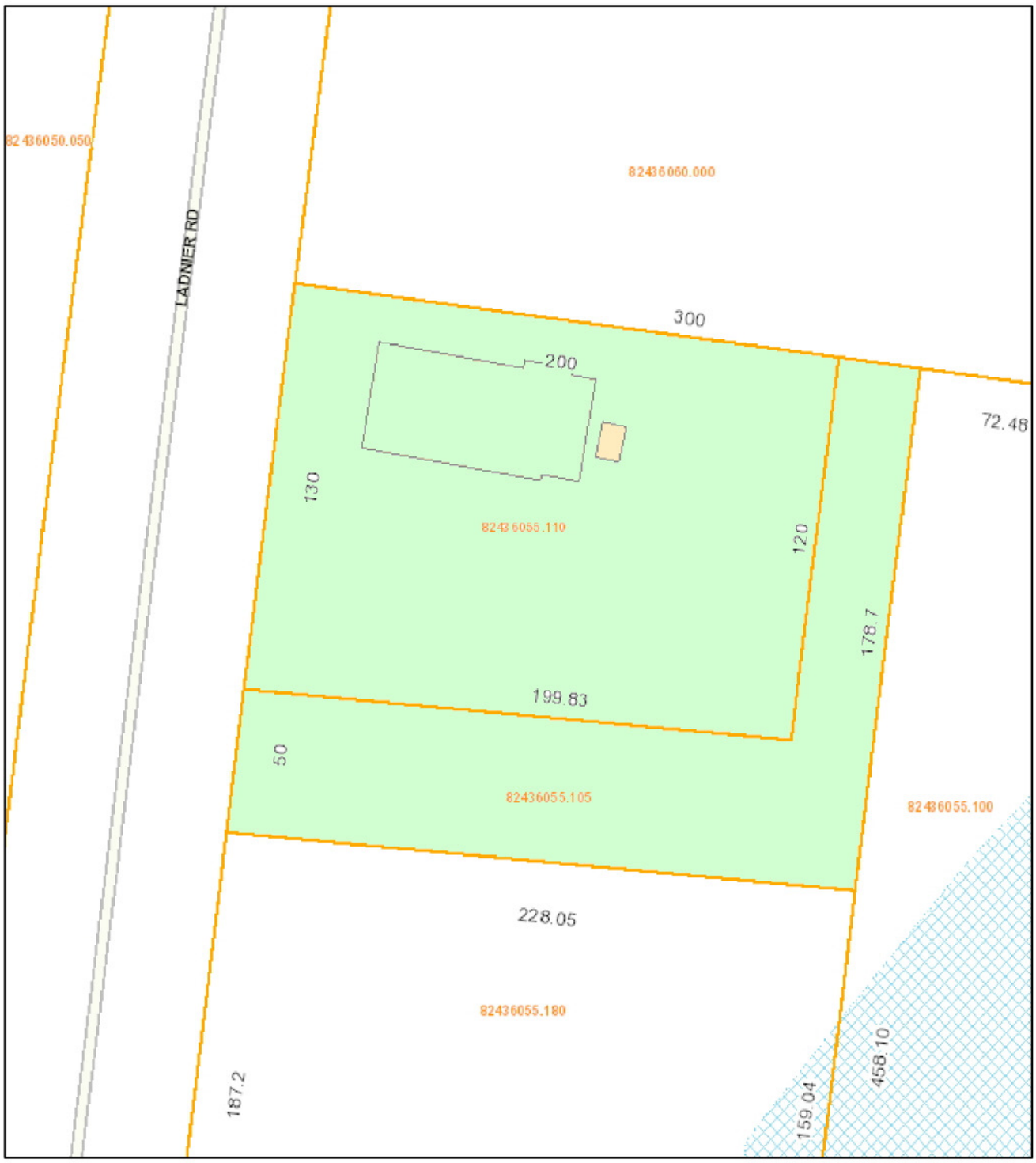
CenterLines

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

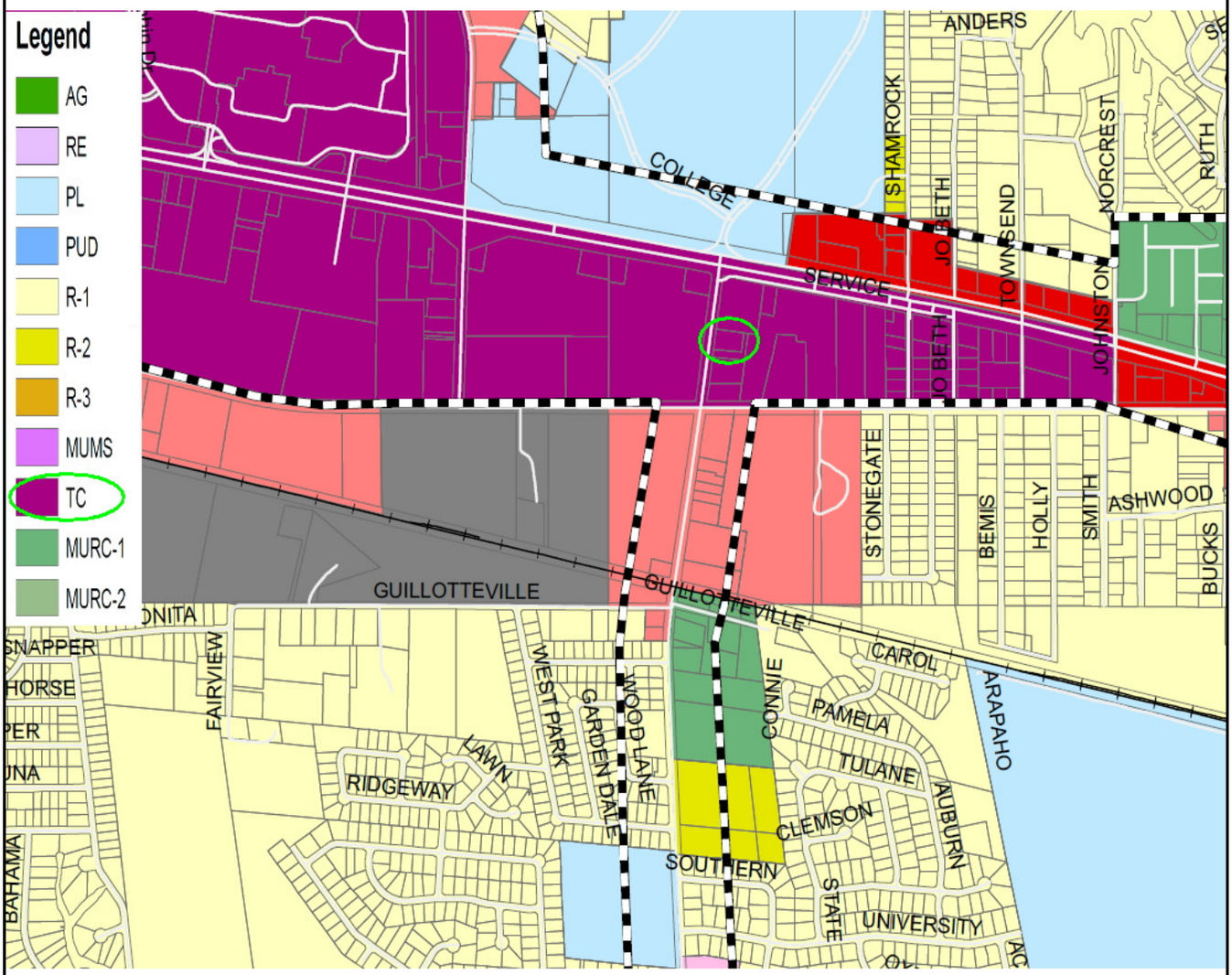
Flood Zone Determination

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.

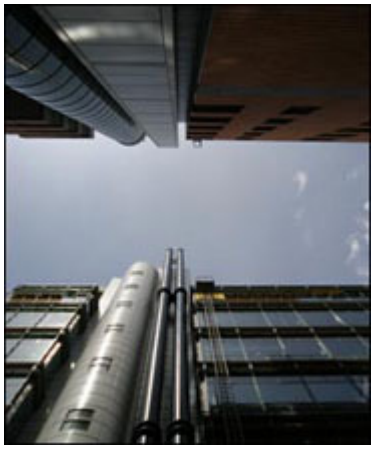
At Appraisal Associates, our job is to help our clients determine the value of real property assets, provide timely and relevant market data and advice, or broker the acquisition and disposition of commercial property.

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.

Councilman Gollott made the motion to enter open discussion to discuss the 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). Councilman George seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to temporarily approve the 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, with the stipulation that the present owner of the RV will revisit Mayor and Council with an update in two (2) years. Councilman Colledge seconded the motion. The motion failed by lack of majority. Councilman Gollott voted in favor, those that opposed were Mayor Vaughan, Councilman At-Large Colledge, Councilman Anderson, and Councilman Elbin, with Councilman George and Councilman Jackson abstaining from the vote.

Councilman Colledge made the motion to enter open discussion to discuss the 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, located at 3216 Willis Street, Gautier, MS, (PID #87420022.000) (GPC #24-14-SE). Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Anderson made the motion to accept the Planning Commission's recommendation, as stated in the Planning Commission's motion, 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, Gautier, MS, (PID #87420022.000) (GPC #24-14-SE). Councilman Colledge seconded the motion. The vote was carried unanimously.

In addition, Councilman Colledge made the motion to file a complaint against Parnell Construction to the Mississippi Board of Contractors, Department of Marine Resources, and the Army Corps of Engineers. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 572-2024 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 be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by 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 **Councilman Anderson,** seconded by **Councilman Colledge,** and the following vote was recorded:

AYES:	**Casey Vaughan** **Adam Colledge** **Cameron George** **Richard Jackson** **Gordon Gollott** **Rusty Anderson** **Dante Elbin**
NAYS:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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 2SA

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 TRAILER ON IT~~. 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

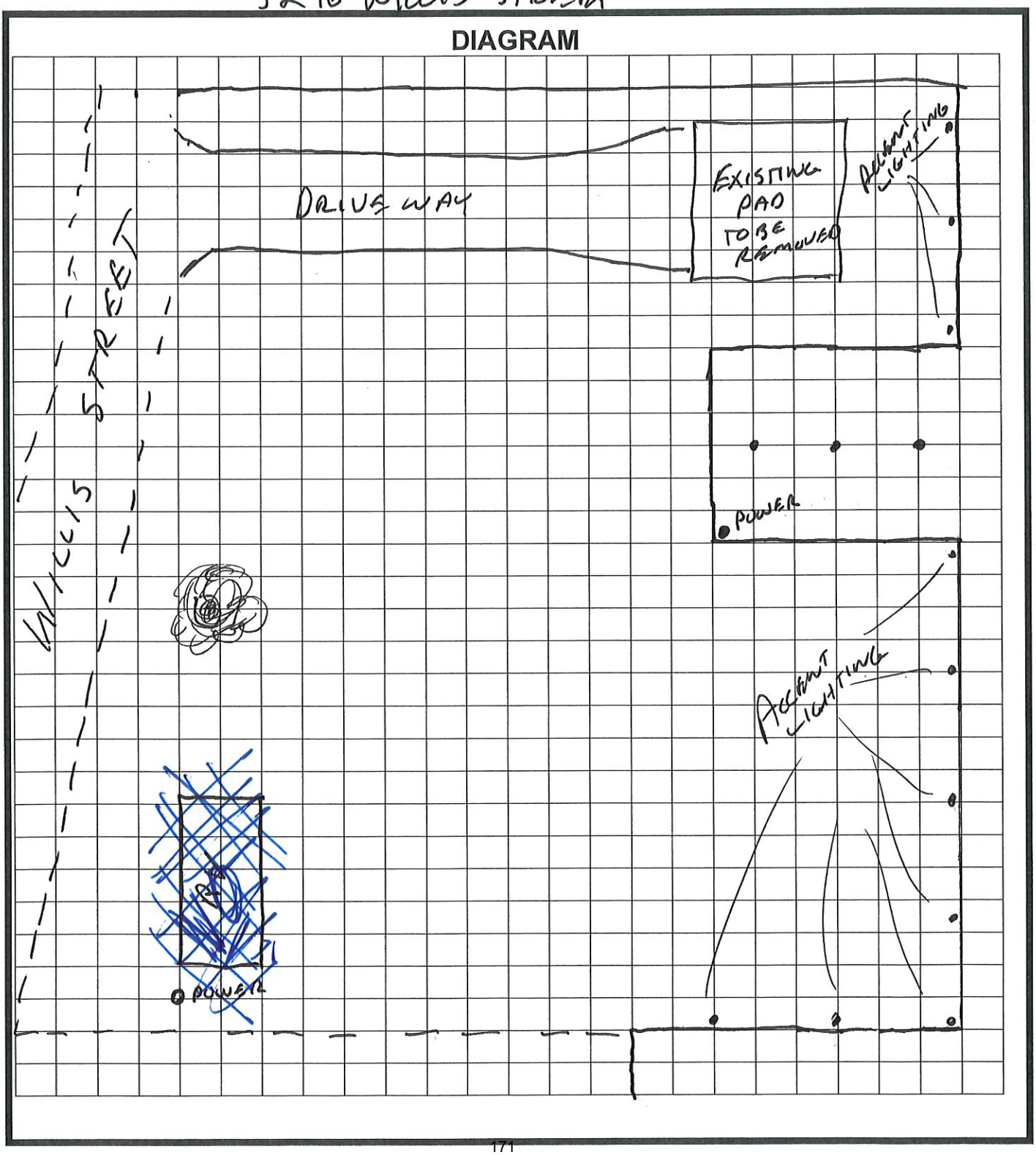
CC: MS Team Leader USACE
Ms. Florance Bass, OPC
Mr. Raymond Carter, SOS
Mr. Dyke Parnell, Parnell Construction, Authorized Agent

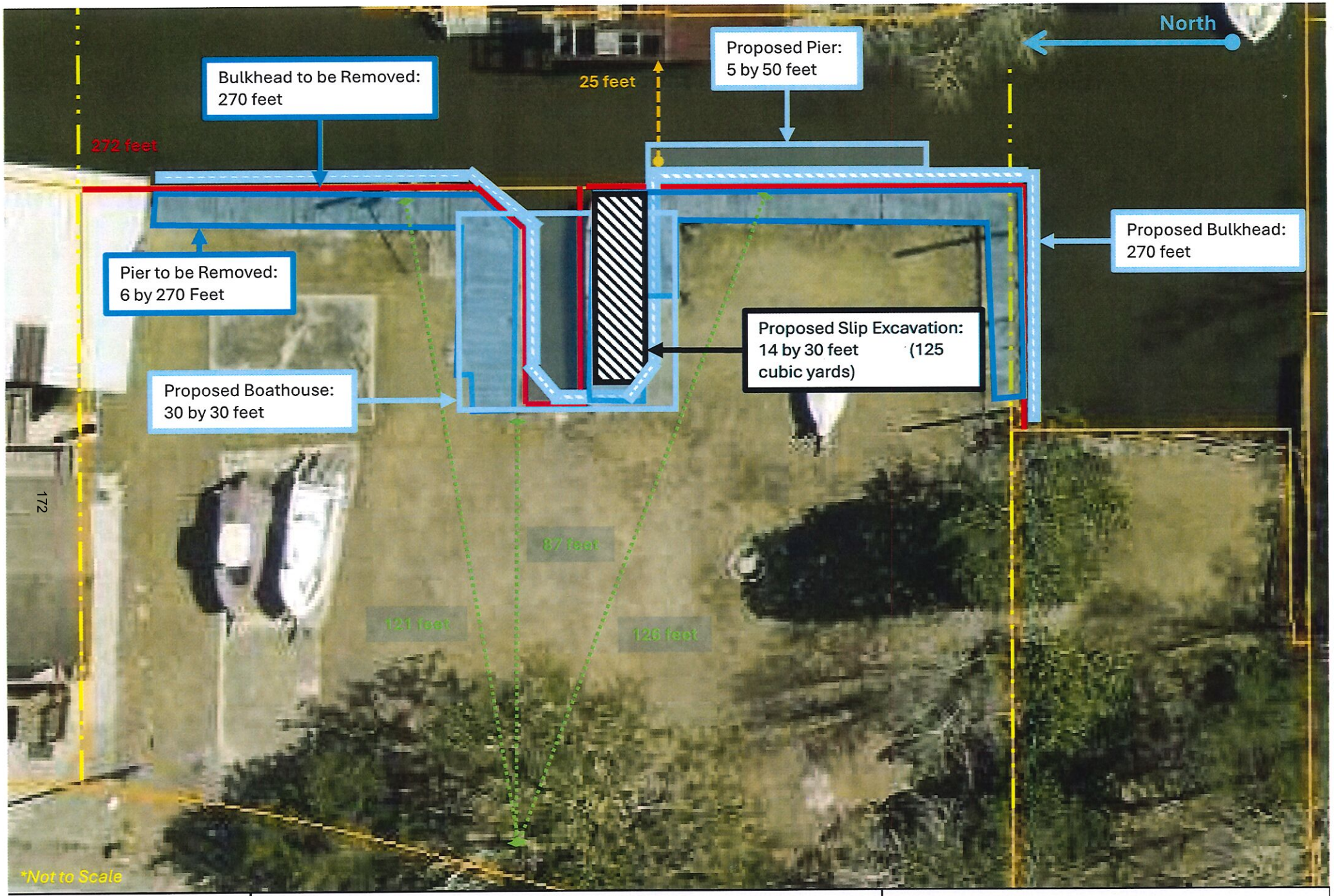
* General Permits for Minor Structures and Activities in the State of Mississippi and Outer Continental Shelf Waters off the Coast of Mississippi Within the Regulatory Boundaries of the Mobile District and Within the Regulatory Boundaries of the Vicksburg District in Hancock County, U.S. Army Corps of 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
175

After

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

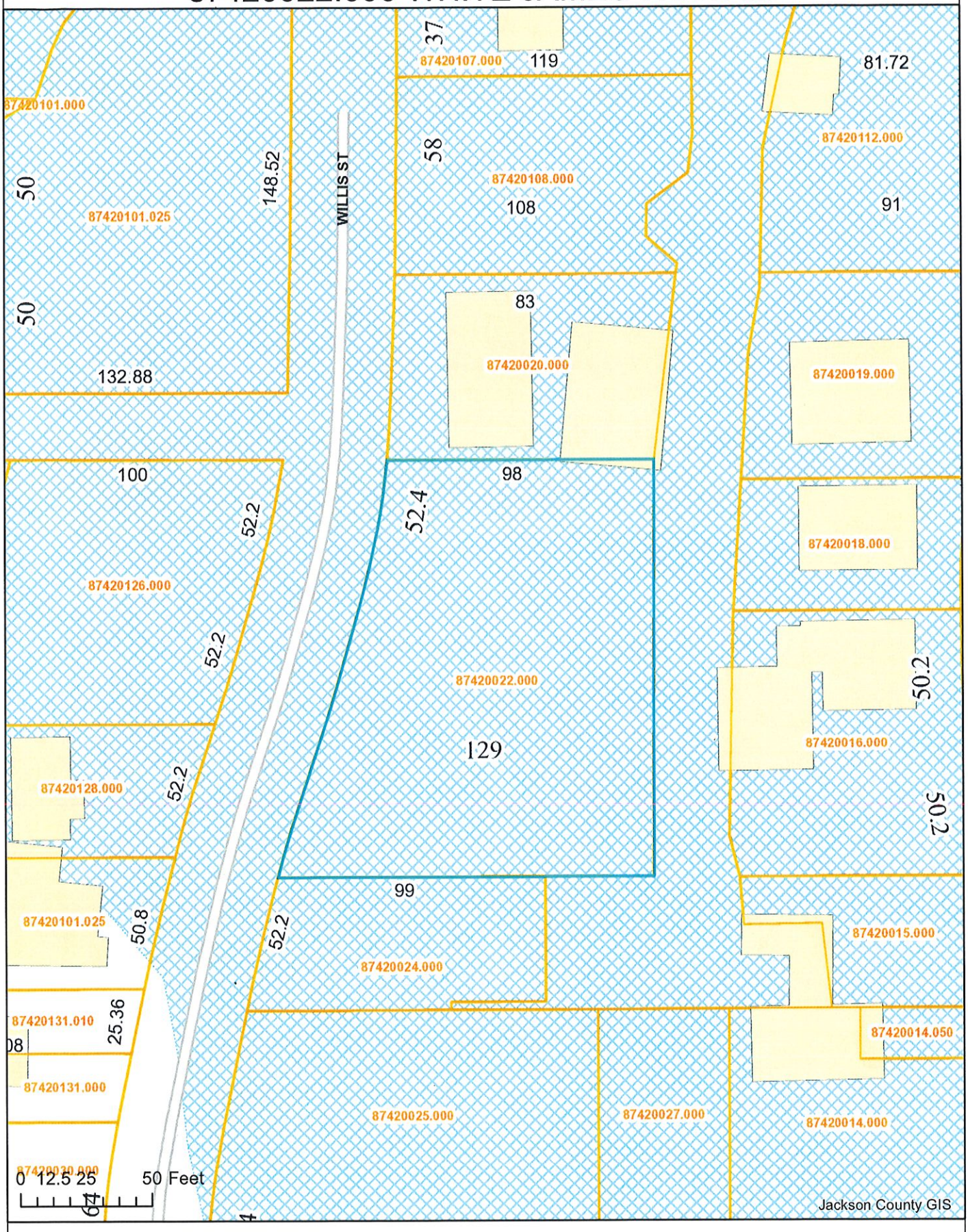
Legal Description

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

Deed Book / Page: 2029 / 895

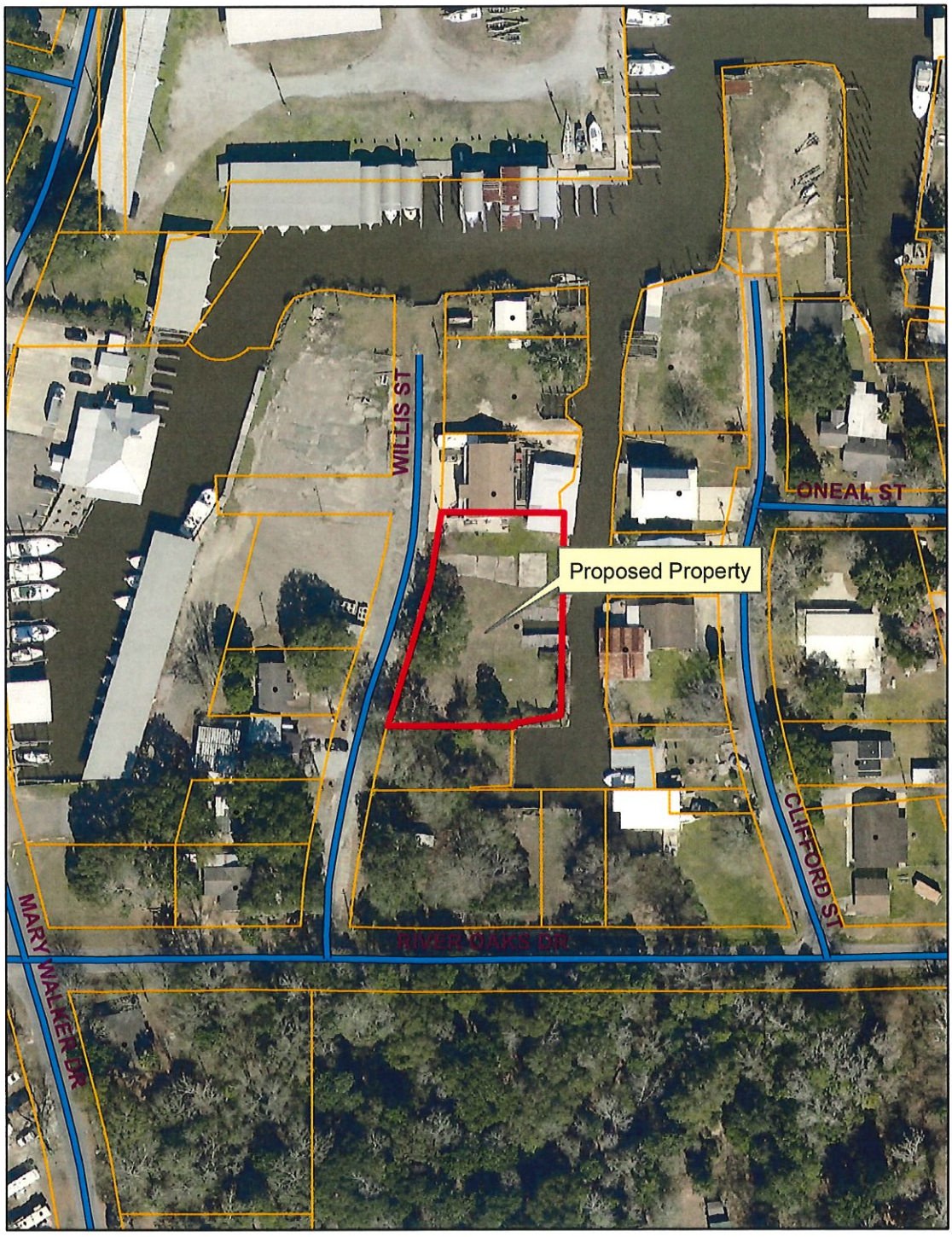
https://webmap.co.jackson.ms.us/

87420022.000 WHITE JAMES WILLIAM



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

Exhibit A
Location Map



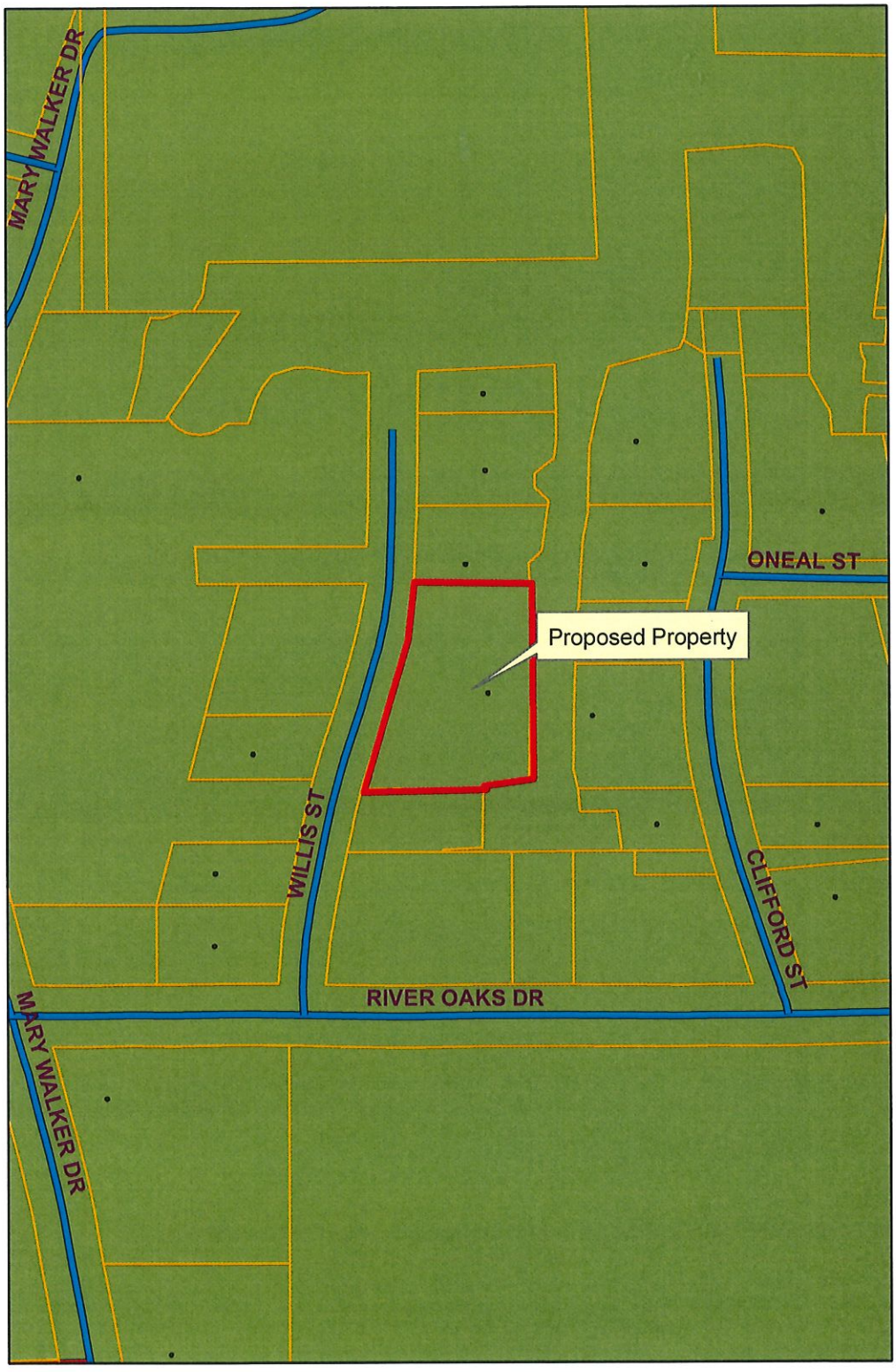
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



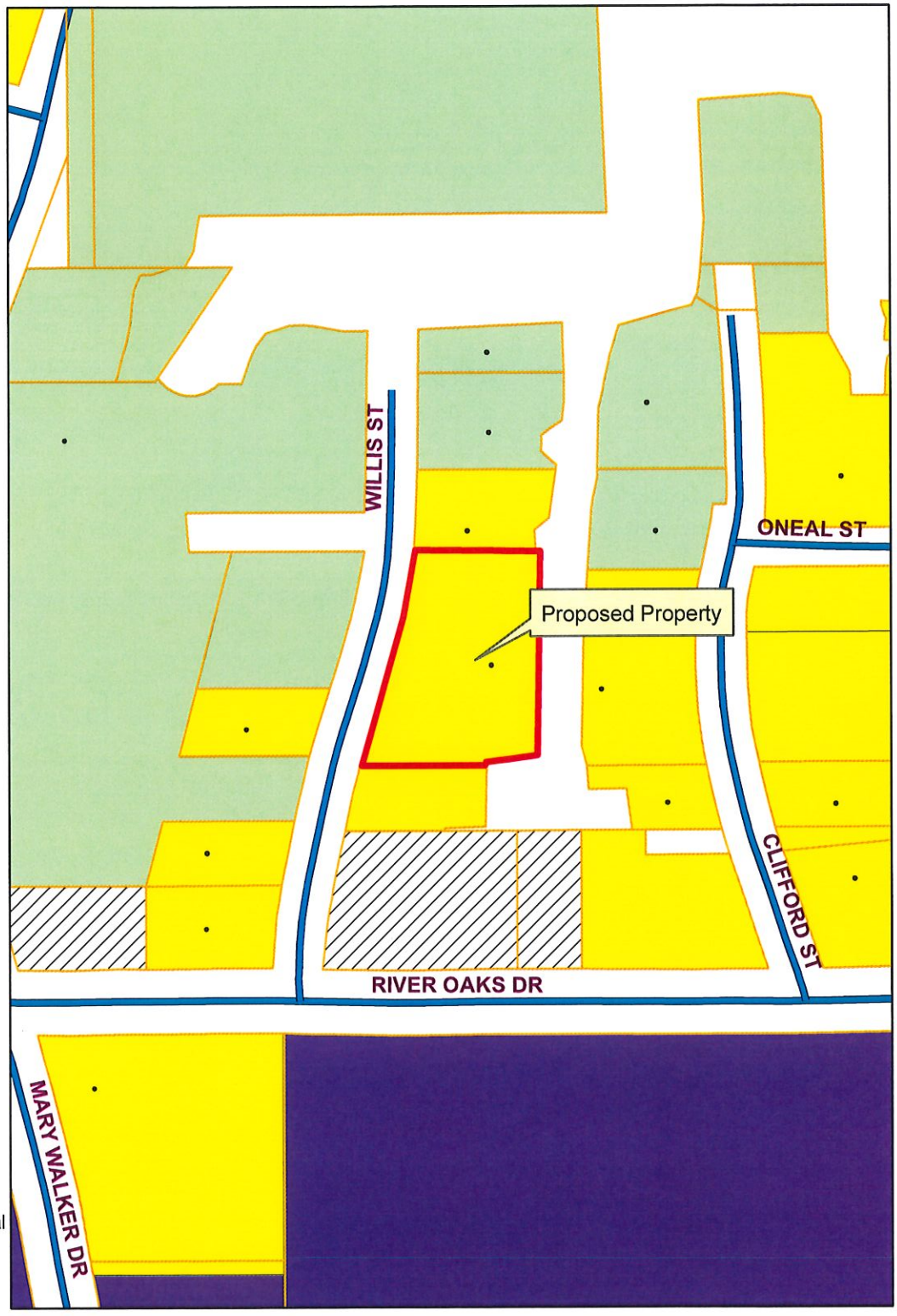
Legend

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

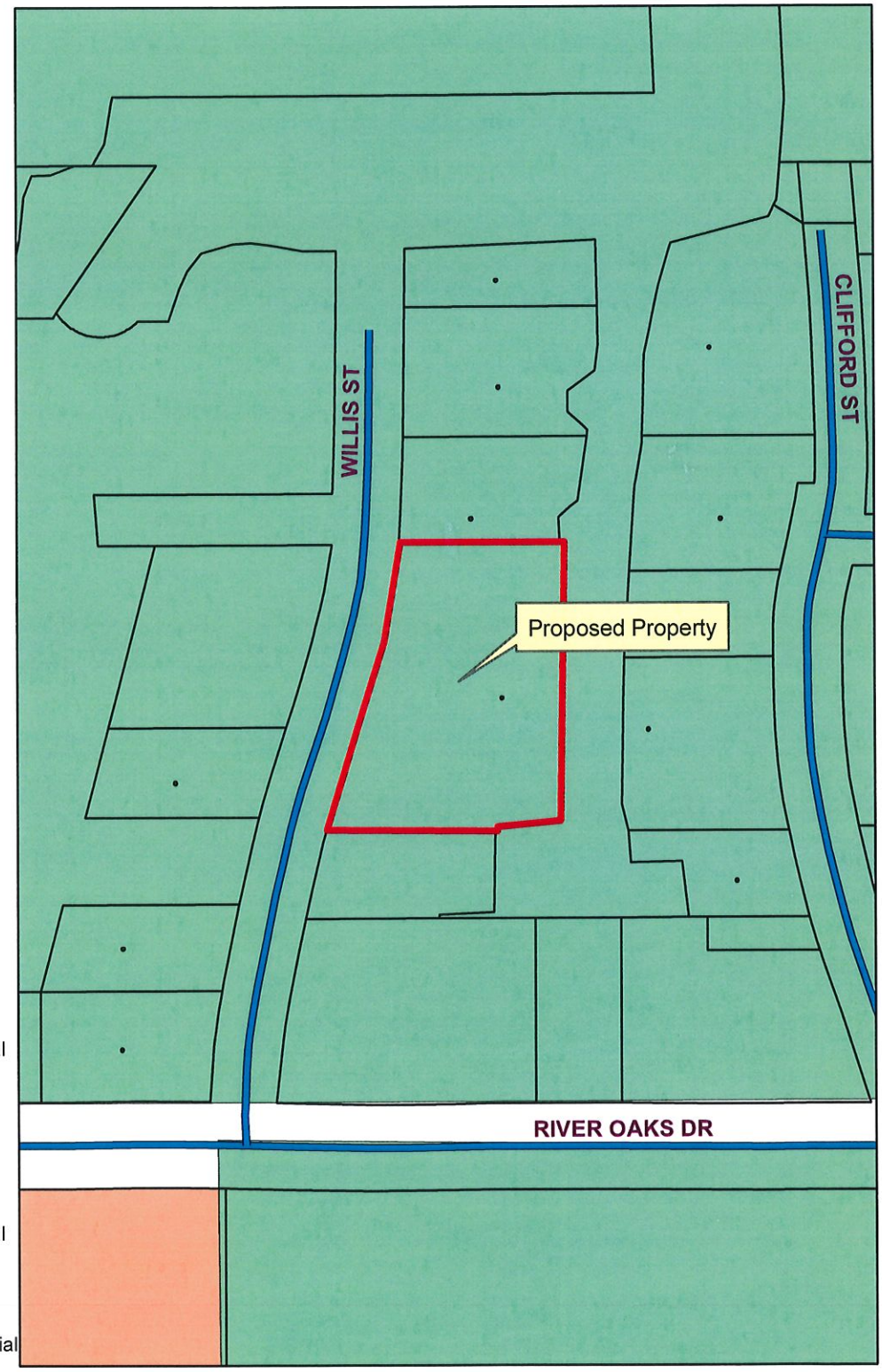
ELU_08

- 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

Councilman Gollott made the motion to approve the request for a property owner-initiated rezoning of property, as presented, located at 304 De La Pointe, PID #87010076.000, from a R-2 High Density Multi Family Residential to a C-3 Highway Commercial (GPC Case No. 24-16-RZ). 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

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 appropriate and all relevant criteria have 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.

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

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

NAYS: **None**

ADOPTED: June 18, 2024

_____
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		

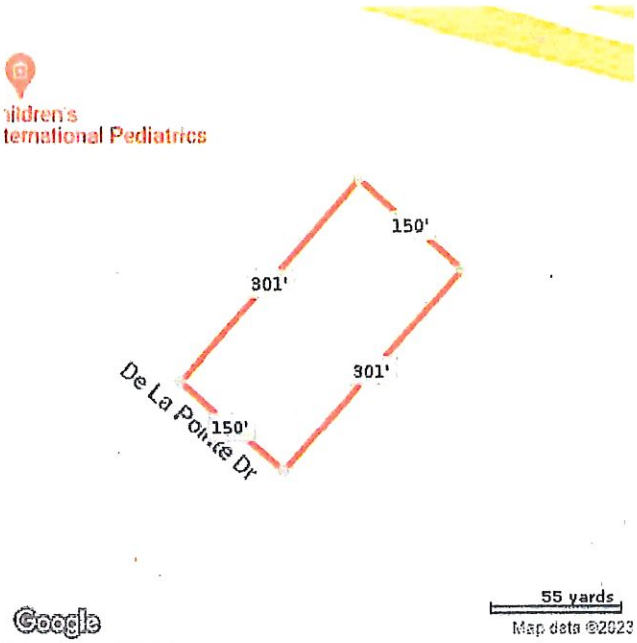
LAST MARKET SALE & SALES HISTORY

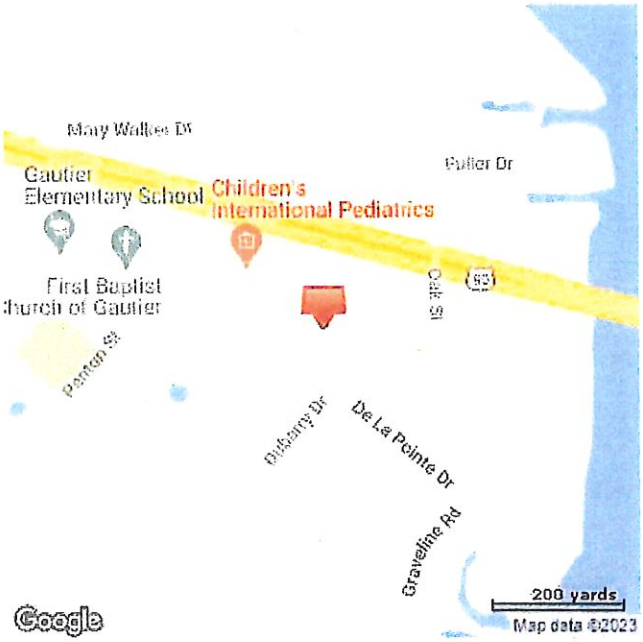
Owner Name	Spafford Gordon L	Document Number	1054-673
Owner Name 2	Spafford Amy W	Deed Type	Deed (Reg)
Seller	Owner Record		

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)

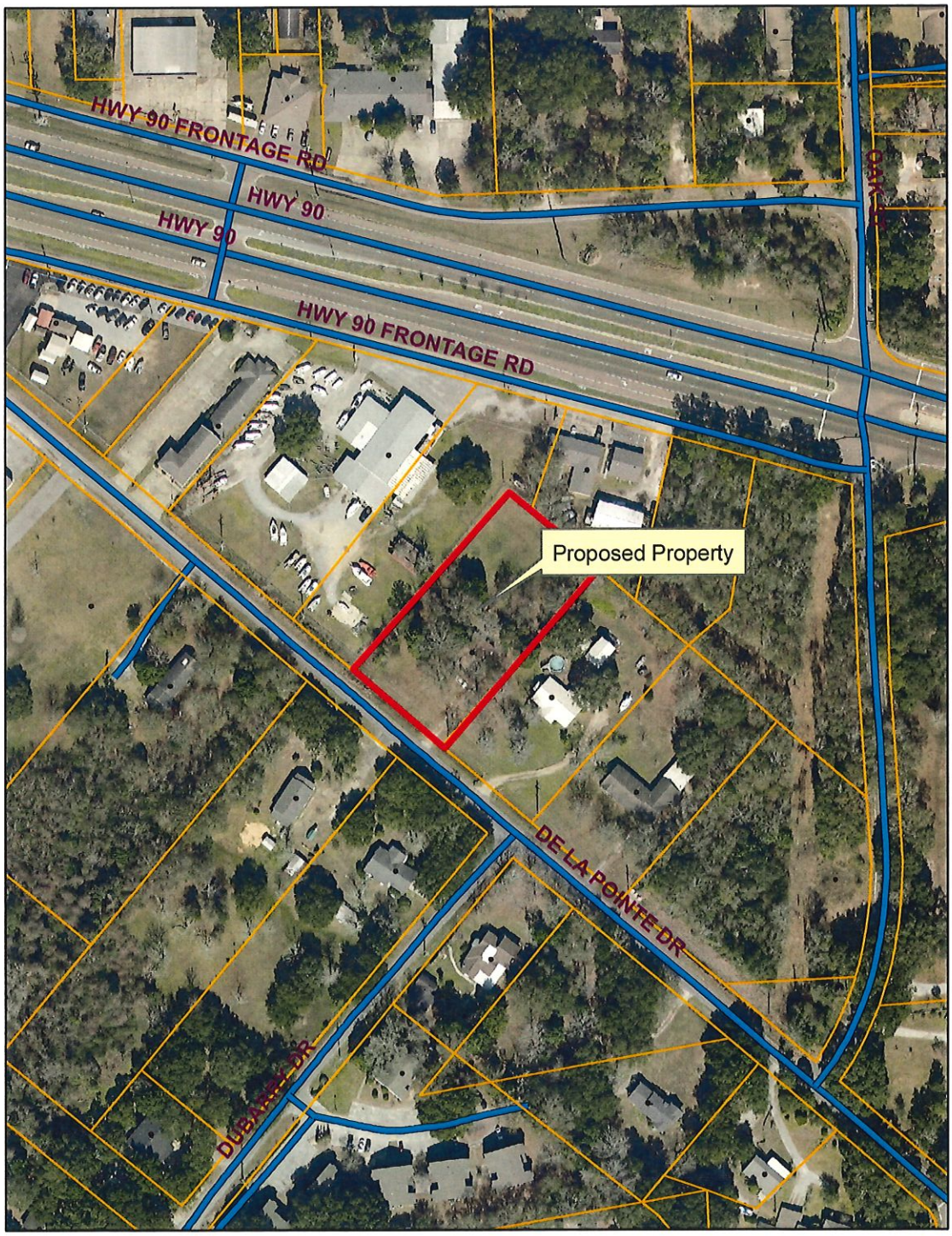
Deed Book / Page: 1054 / 673

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



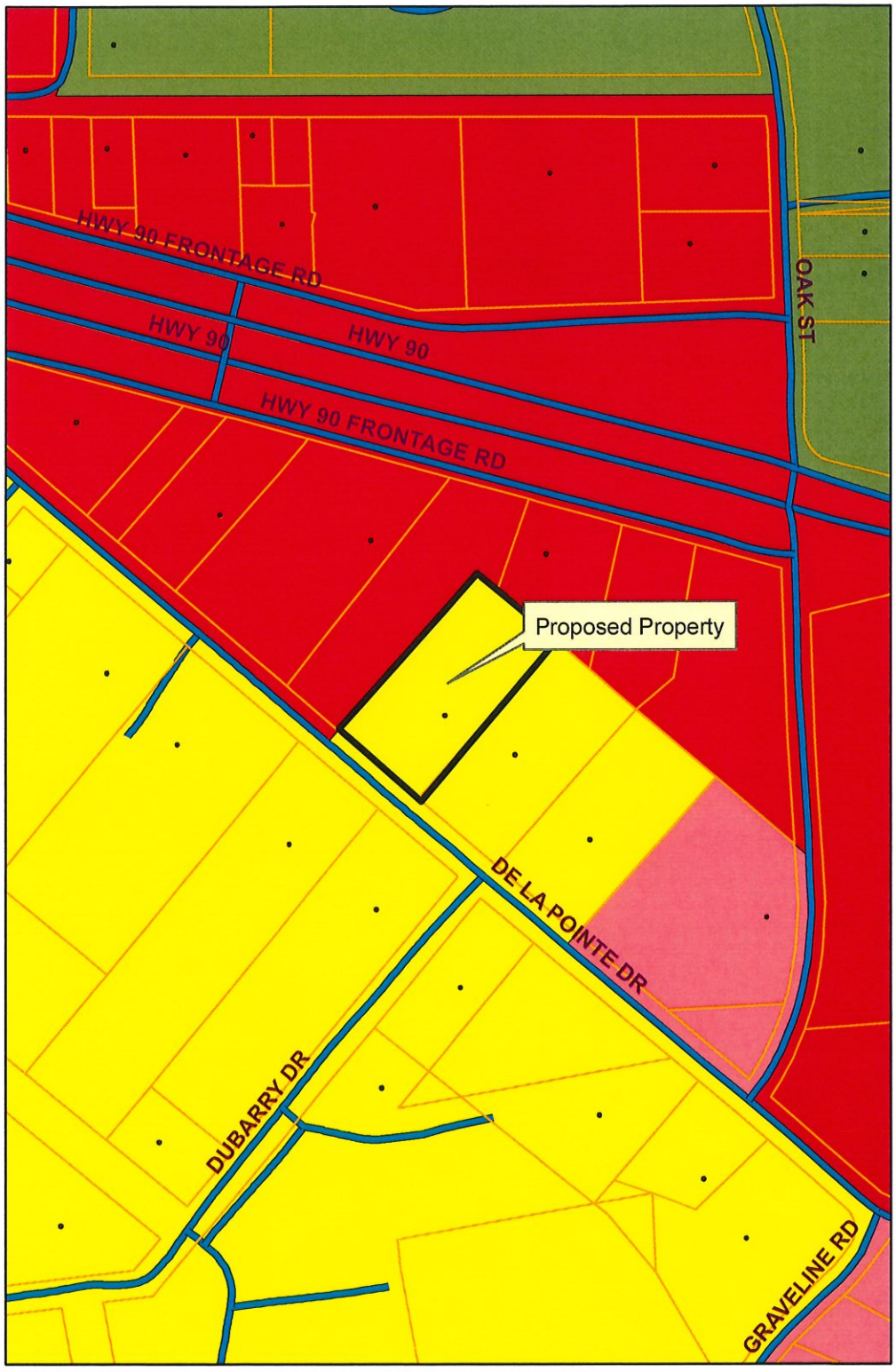
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



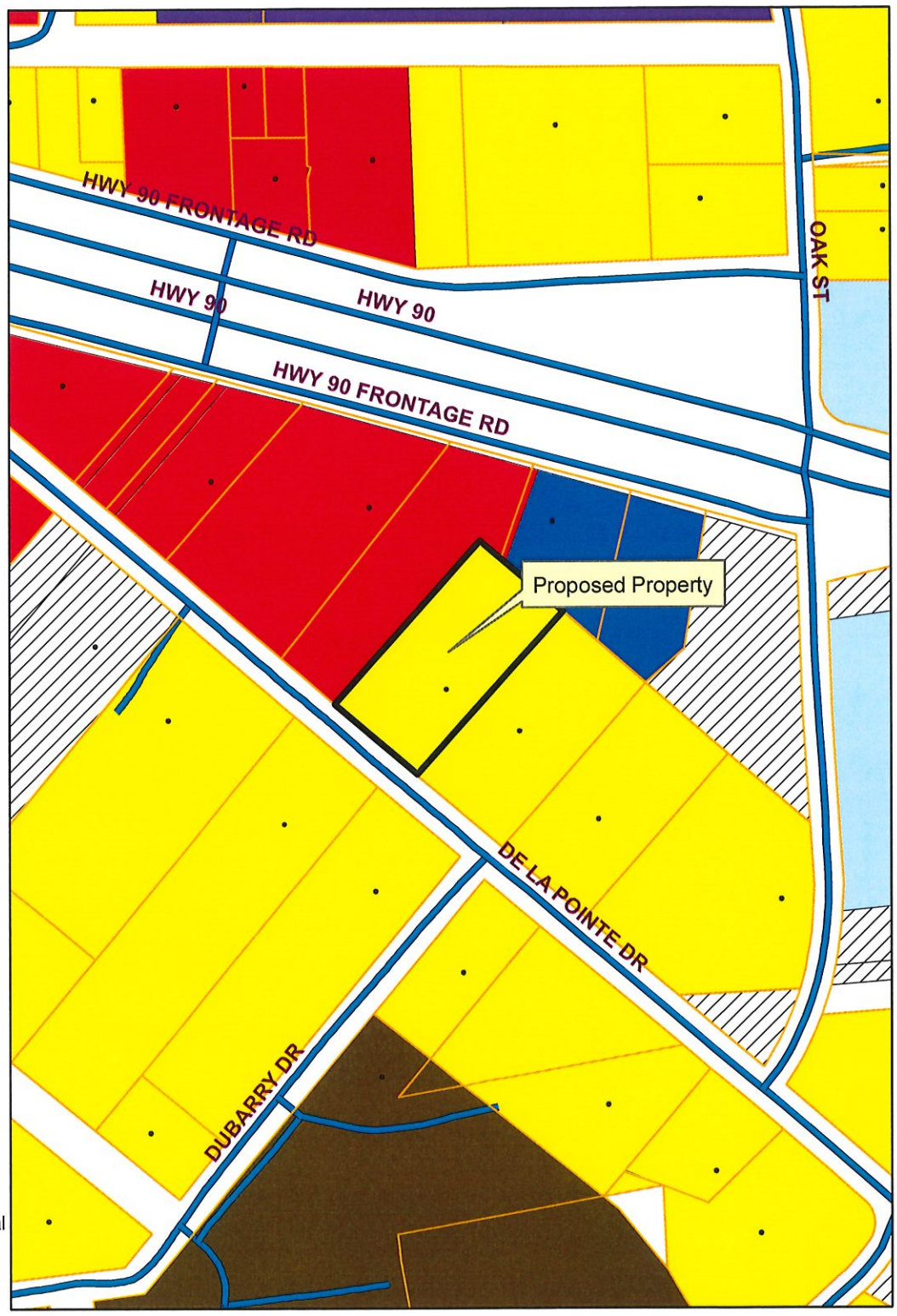
Legend

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

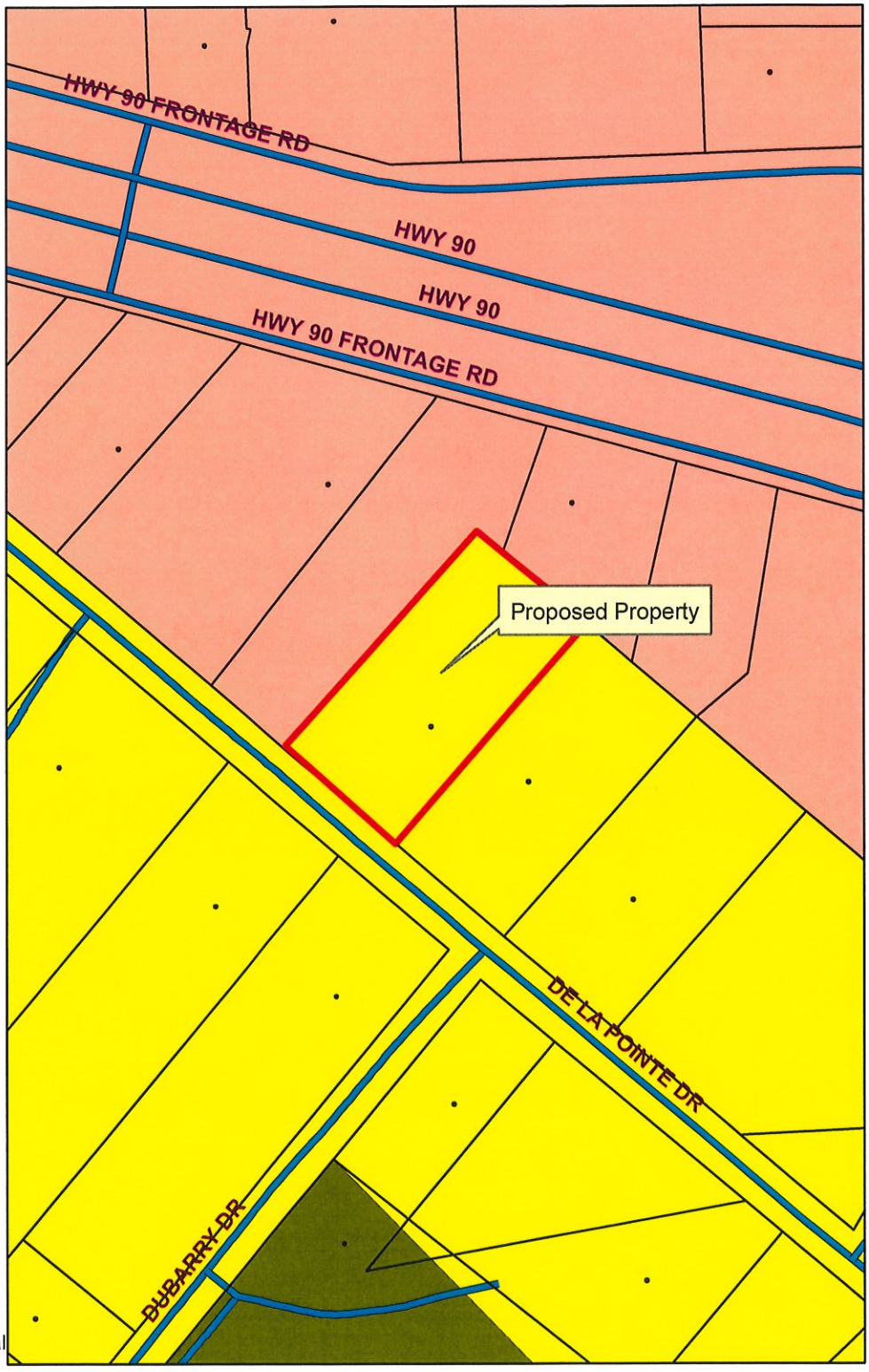
Legend

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.

Councilman Colledge made the motion to approve the abatement at 5608 Picadilly Circle, as presented, and that a penalty is assessed as a lien to the property in the amount of $1,500 or 50% of the actual cost of cleaning the property, whichever is more. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 573-2024

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by 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:

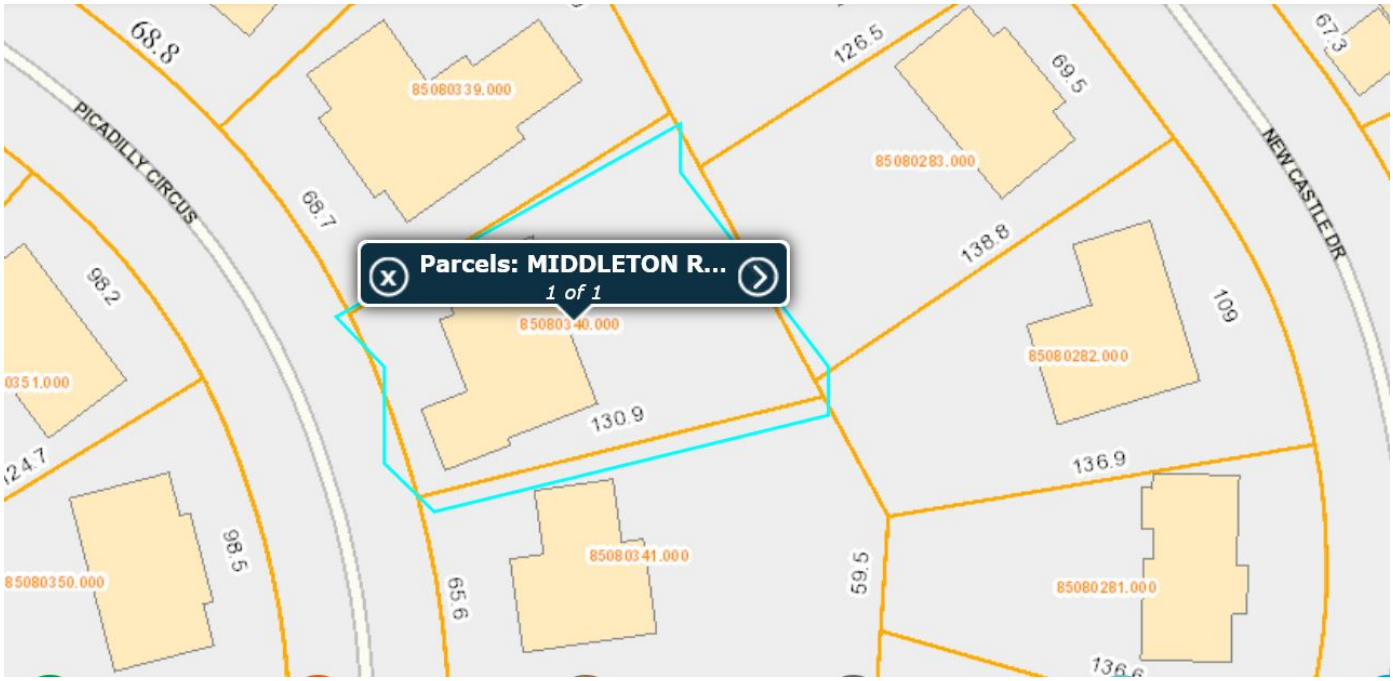
DISCUSSION:
To date, four citizens on Picadilly have filed complaints with Code Enforcement against this property. There has been no water account associated with this property since May 13, 2019. Since that time, there have been 4 previous code cases on this property—even though the house has been vacant.
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	**Project:**		**Opened Date:**	01/10/2022
Status:	Resolved	**District:**		**Closed Date:**	05/27/2022
Assigned To:	Patrick Fagan	**Description:**	inoperable/junk, clutter, debris, outside storage		

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	**Project:**		**Opened Date:**	05/21/2024
Status:	Active	**District:**		**Closed Date:**	NOT CLOSED
Assigned To:	Patrick Fagan	**Description:**	ABATE? IV/OG/pig		

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.

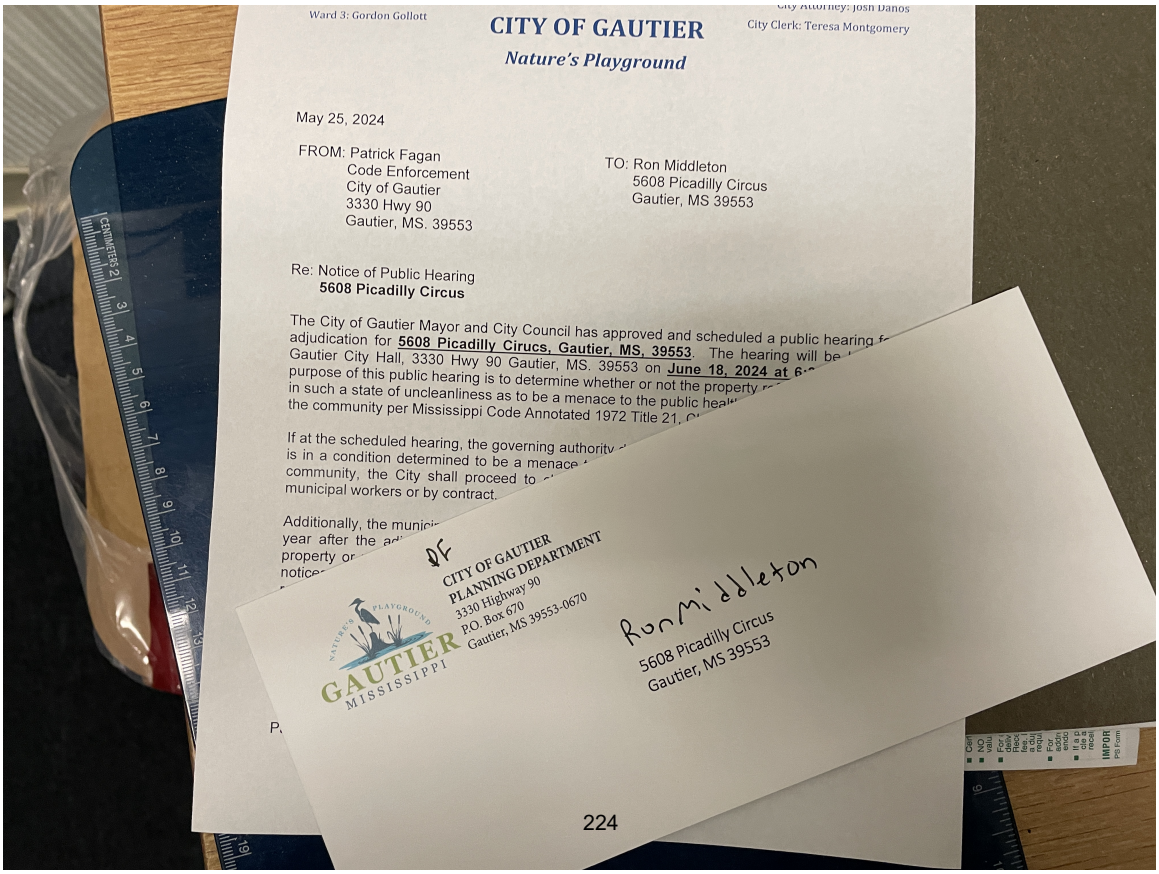
HEREIN, you have this warrant for execution within three (3) days after the date of issuance and exclusive of the date of execution with your return thereon, showing how you have executed the same.

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

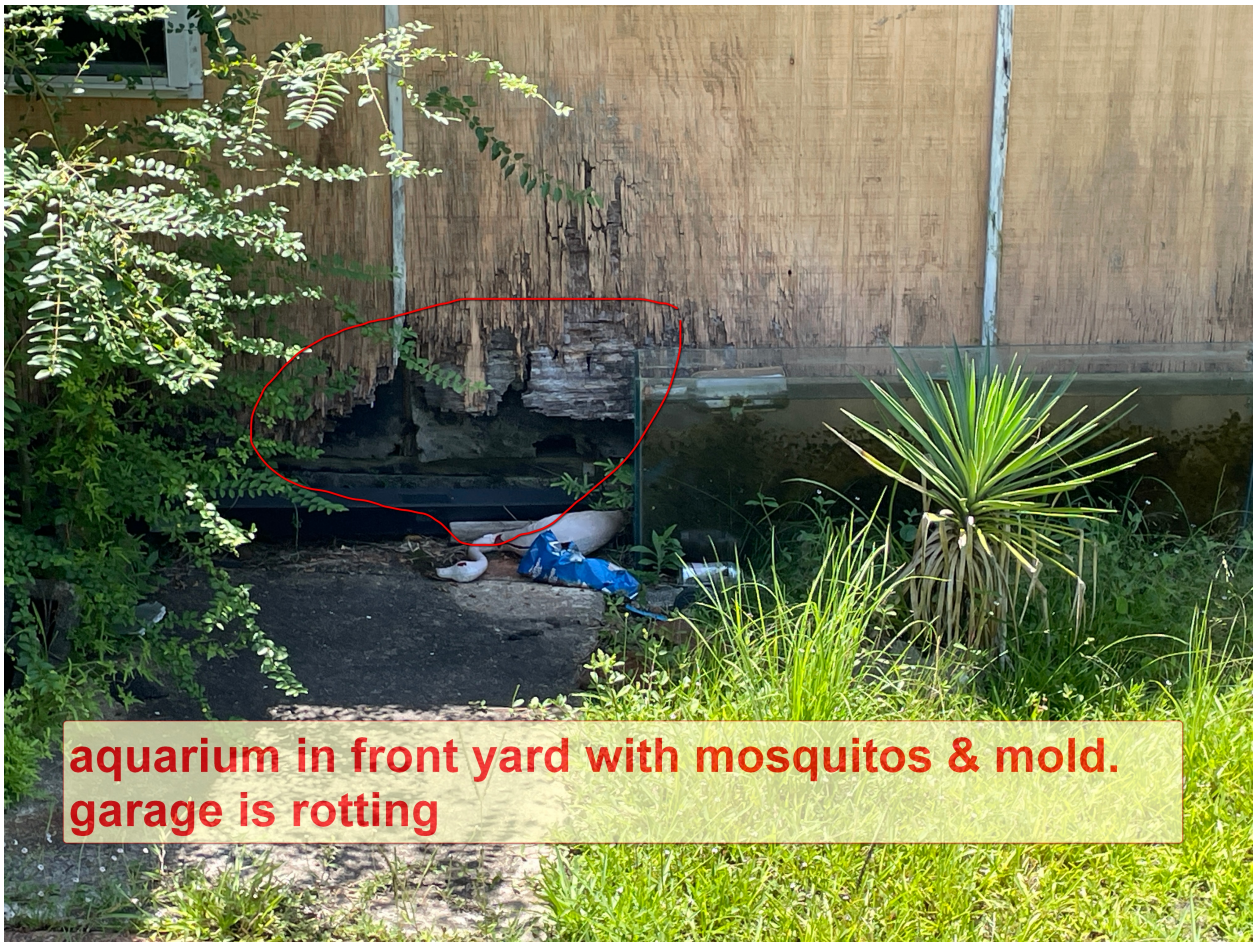
COMPARISON OF NEIGHBOR'S FRONT GRASS

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 GT

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

Councilman Colledge made the motion to approve the abatement at 2628 San Lorenzo, as presented, and that a penalty is assessed as a lien to the property in the amount of $1,500 or 50% of the actual cost of cleaning the property, whichever is more. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 574-2024

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, as recommended by the Planning Department.

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

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

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

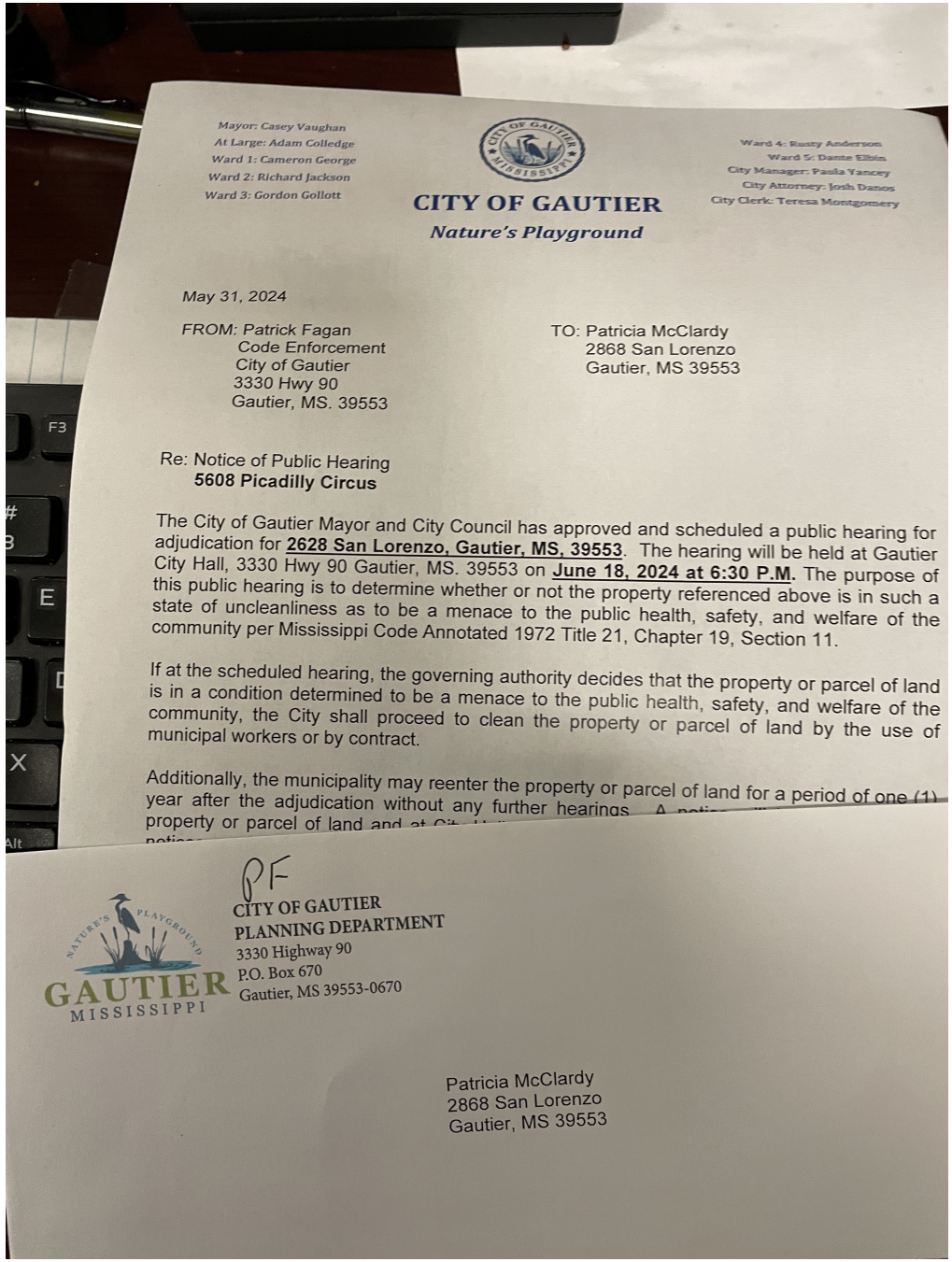
DISCUSSION:
This property has been overgrown since at least April 2024. There has been no water account associated with this property since last year when the owner of the property passed away. A real estate agent told Code Enforcement that he would reach out to the brother and sister of the deceased 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.

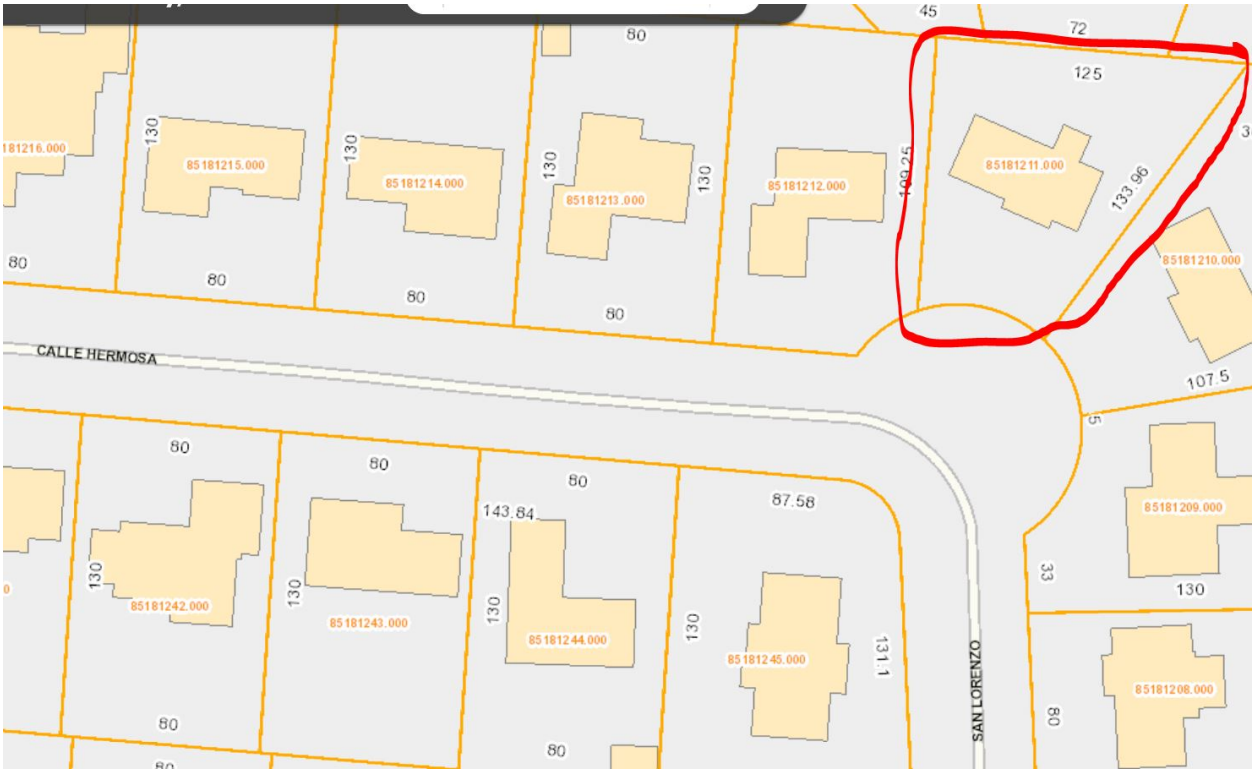
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice

PF

GAUTIER MISSISSIPPI

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

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

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

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

ORDER NUMBER 575-2024

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 Elbin,** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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	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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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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

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
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

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	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

Councilman Colledge made the motion to approve consent agenda items 1-11, 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:

ORDER NUMBER 576-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-11 are hereby approved.

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

Motion was made by **Councilman Colledge,** seconded by **Councilman Anderson,** 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 18, 2024.

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

ORDER NUMBER 577-2024

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

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

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 18, 2024.

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

ORDER NUMBER 578-2024

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 579-2024

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

AYES:	**Casey Vaughan**
	Adam Colledge
	Cameron George
	Richard Jackson
	Gordon Gollott
	Rusty Anderson
	Dante Elbin
NAY:	**None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 580-2024

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

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

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

ORDER NUMBER 581-2024

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

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

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

ORDER NUMBER 582-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by 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

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

ORDER NUMBER 583-2024

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

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

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

ORDER NUMBER 584-2024

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

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

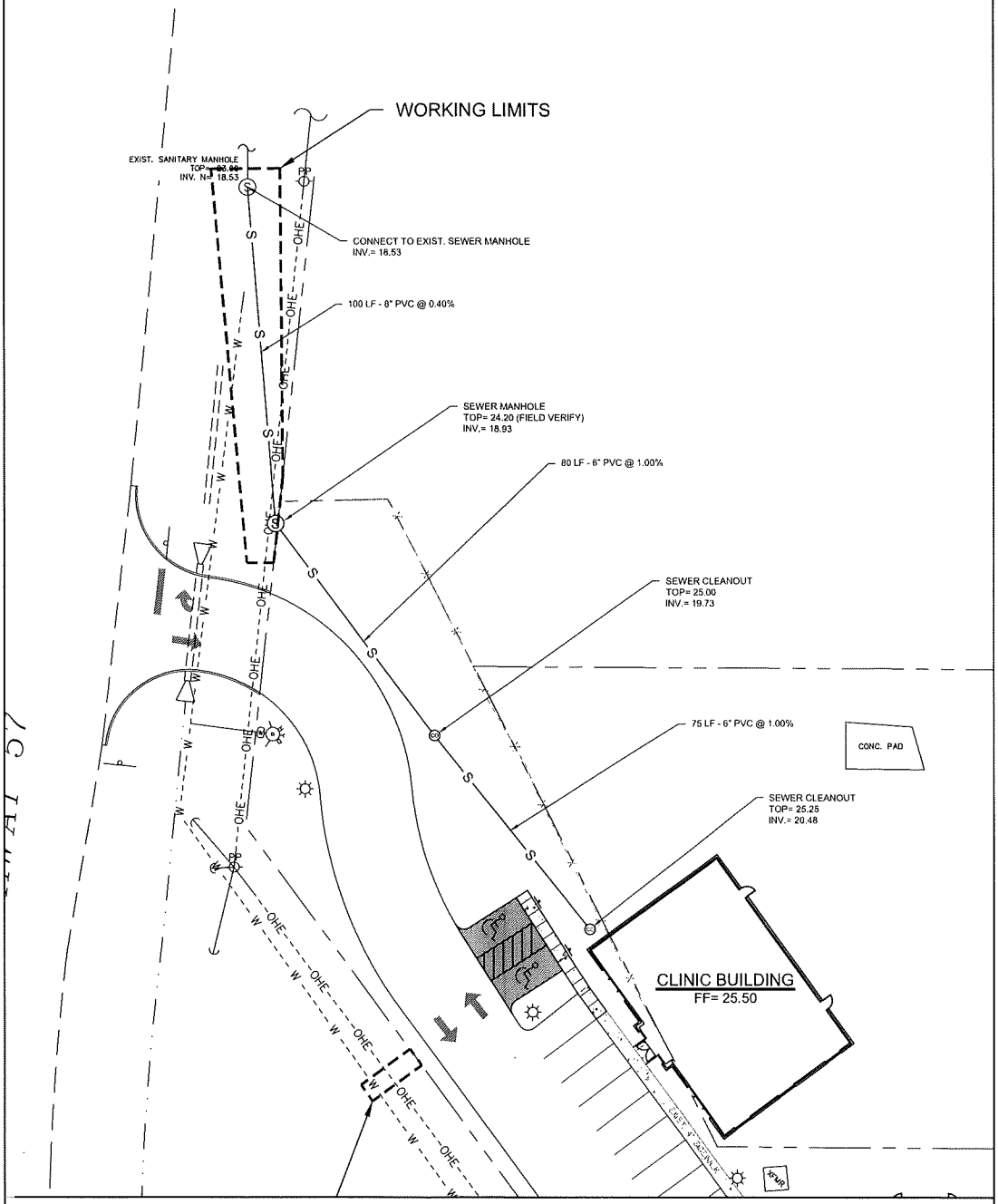
Sheet No. 4 of 5

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

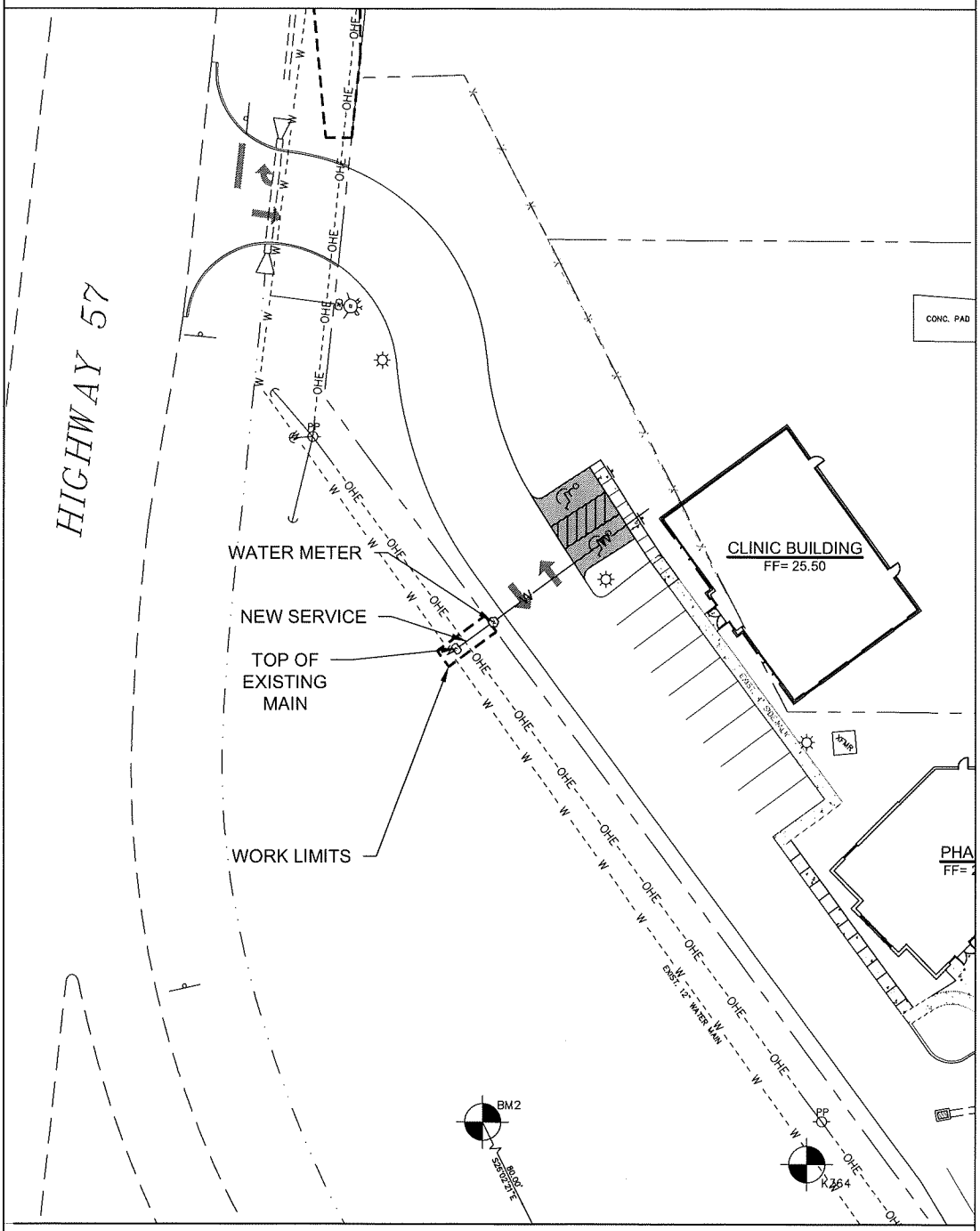
Sheet No. 5 of 5

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

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

ORDER NUMBER 585-2024

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

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

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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.

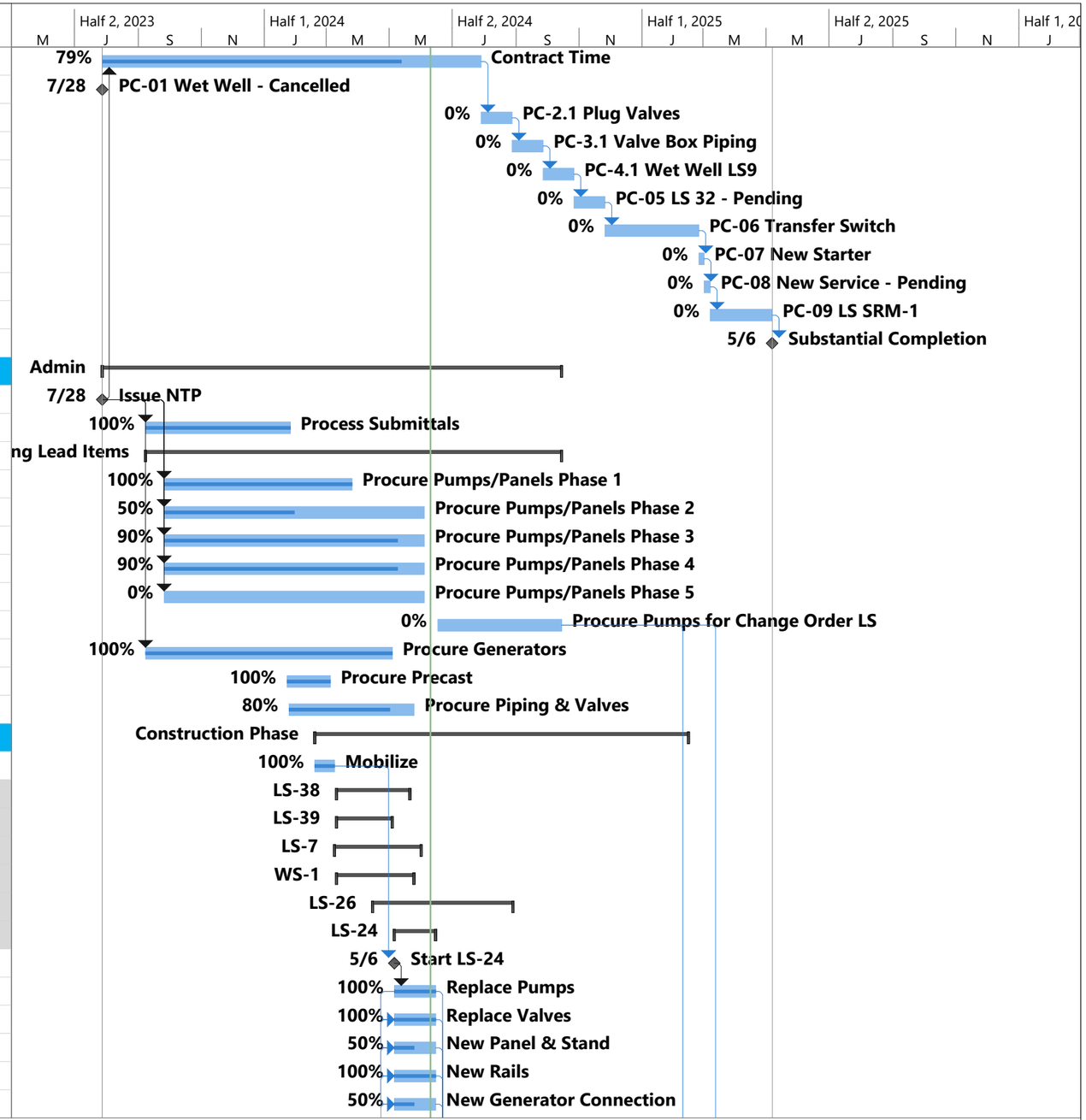
THE CONTRACT IS AMENDED AS SHOWN BELOW:
(Not valid until executed by the Owner, Engineer, and Contractor)

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: _____

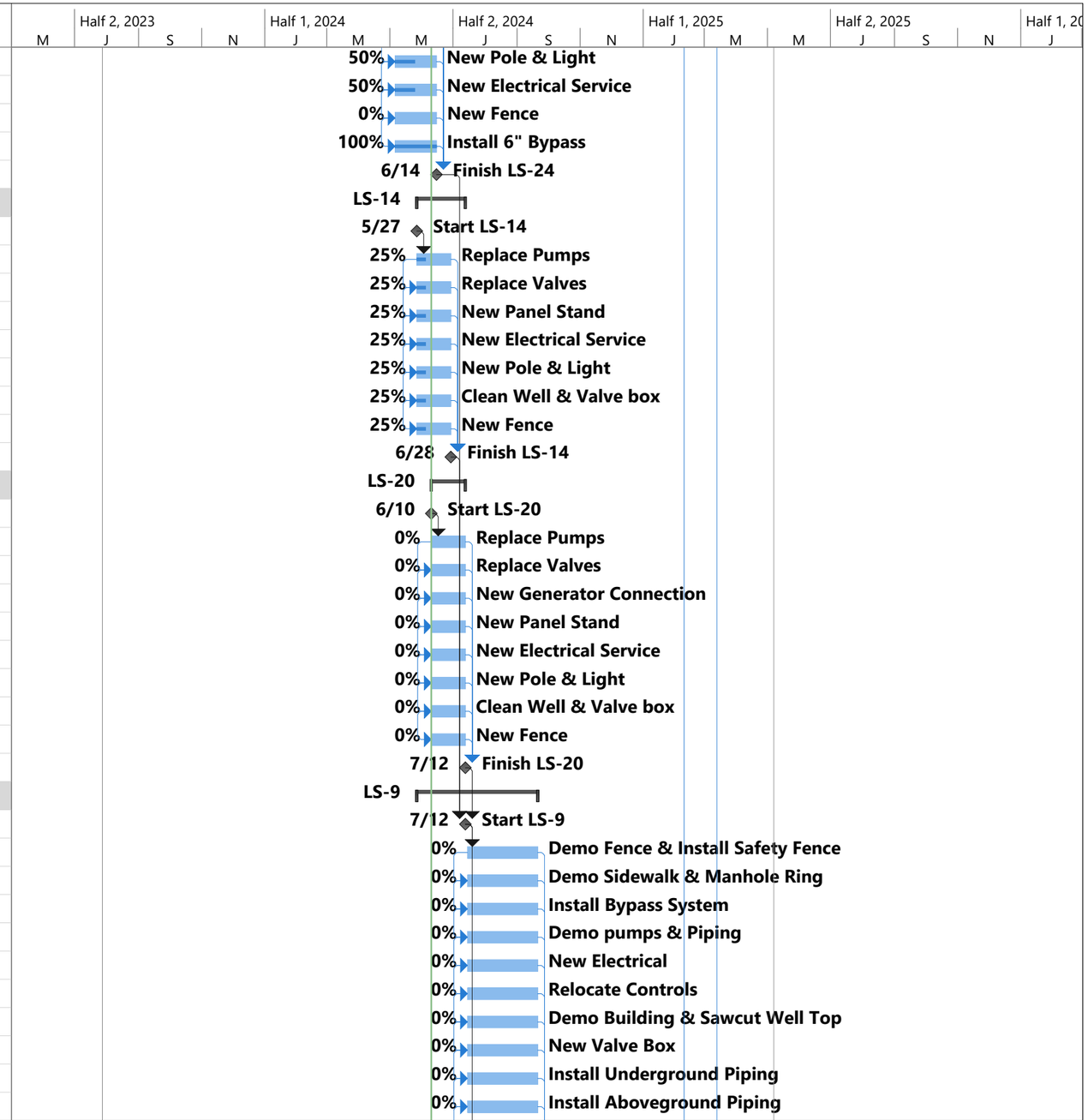
ID	Task Name	Duration	Start	Finish	% Complete
1	Contract Time	367 days	Fri 7/28/23	Sun 7/28/24	79%
2	PC-01 Wet Well - Cancelled	0 days	Fri 7/28/23	Fri 7/28/23	0%
3	PC-2.1 Plug Valves	30 days	Mon 7/29/24	Tue 8/27/24	0%
4	PC-3.1 Valve Box Piping	30 days	Wed 8/28/24	Thu 9/26/24	0%
5	PC-4.1 Wet Well LS9	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-
Date: Mon 6/10/24

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

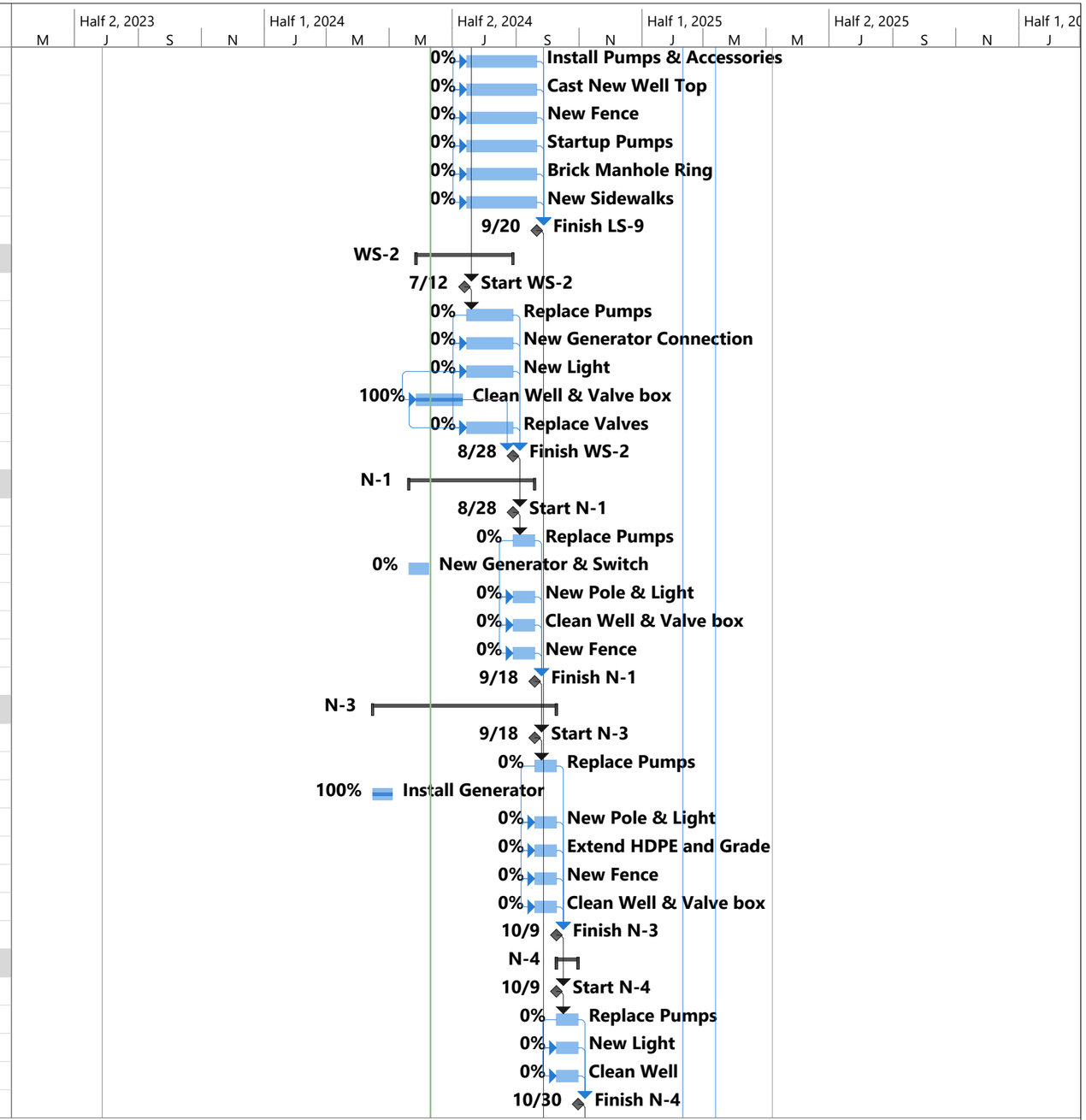
ID	Task Name	Duration	Start	Finish	% Complete
73	New Pole & Light	30 days	Mon 5/6/24	Fri 6/14/24	50%
74	New Electrical Service	30 days	Mon 5/6/24	Fri 6/14/24	50%
75	New Fence	30 days	Mon 5/6/24	Fri 6/14/24	0%
76	Install 6" Bypass	30 days	Mon 5/6/24	Fri 6/14/24	100%
77	Finish LS-24	0 days	Fri 6/14/24	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%



Project: Suhedule update 5-13-
Date: Mon 6/10/24

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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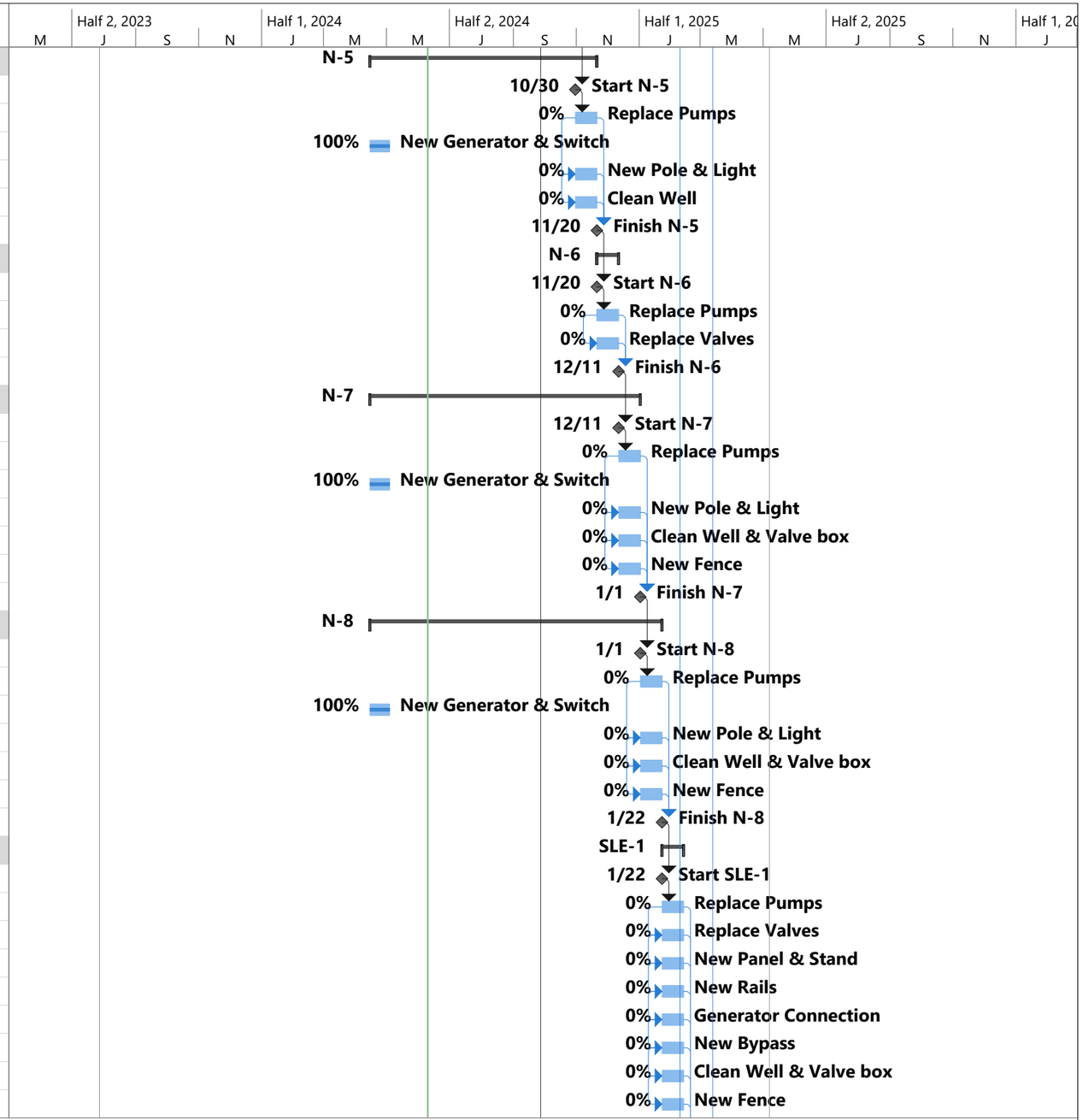
Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

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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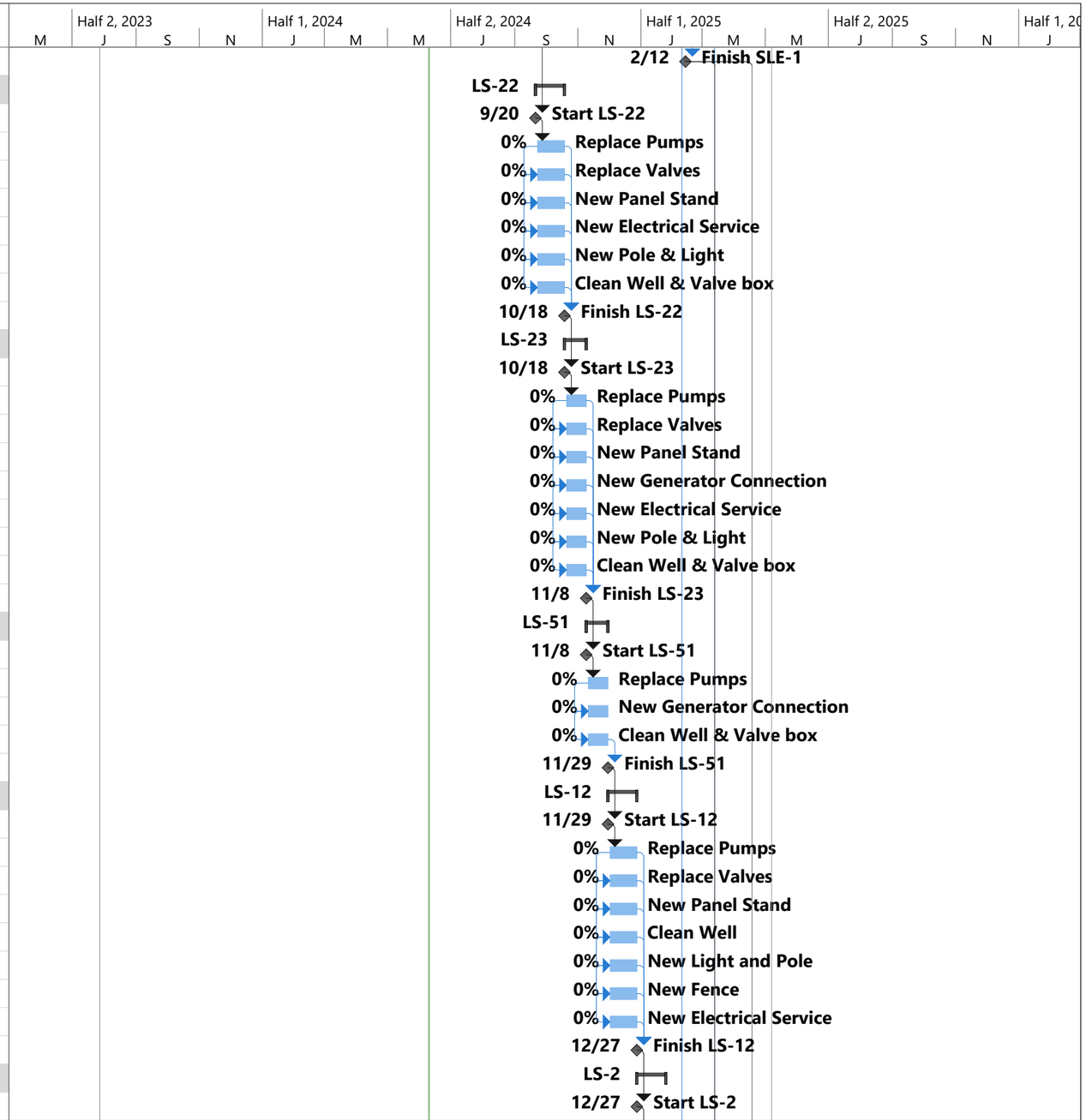
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

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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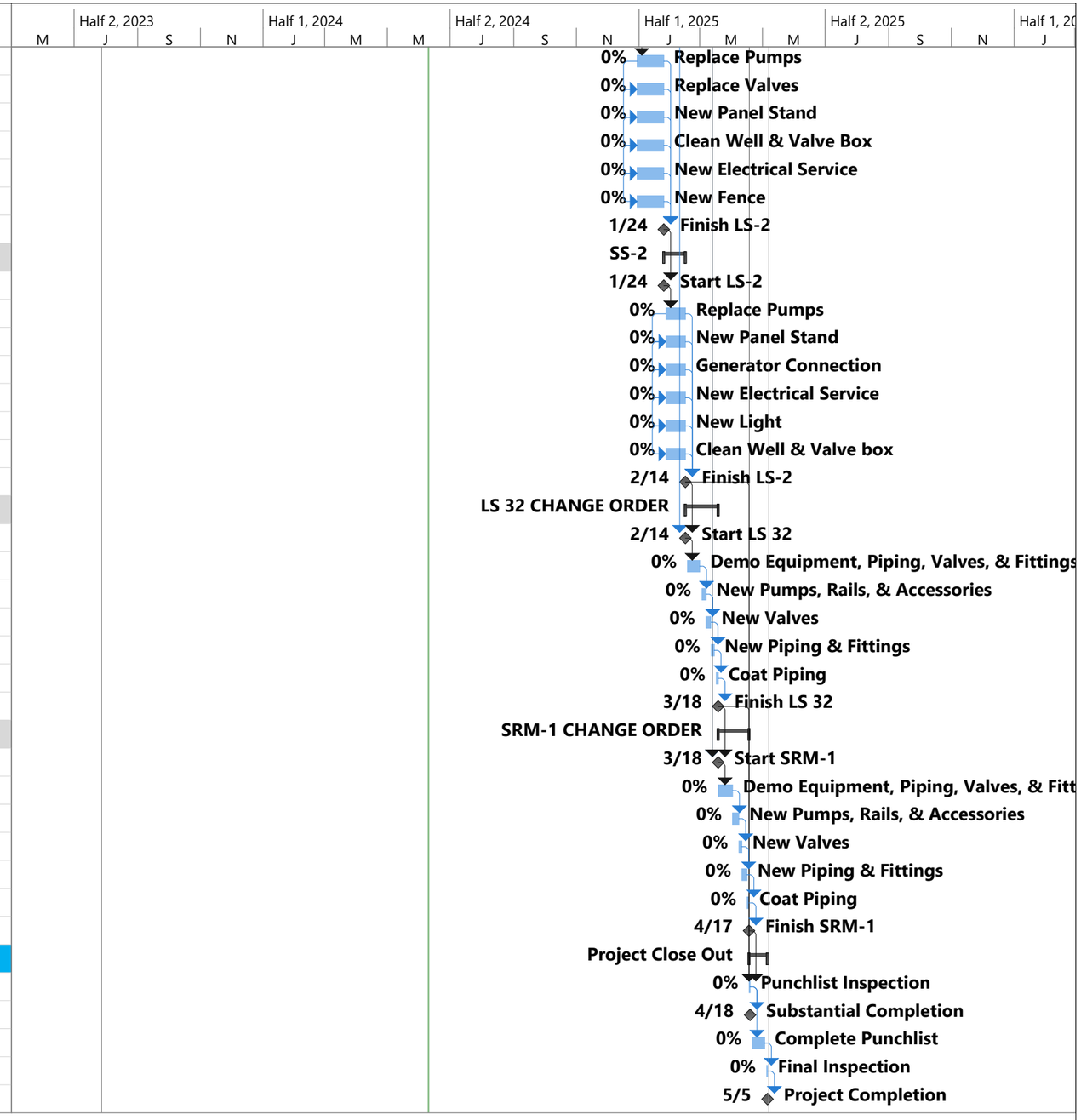
ID	Task Name	Duration	Start	Finish	% Complete
225	Replace Pumps	20 days	Mon 12/30/24	Fri 1/24/25	0%
226	Replace Valves	20 days	Mon 12/30/24	Fri 1/24/25	0%
227	New Panel Stand	20 days	Mon 12/30/24	Fri 1/24/25	0%
228	Clean Well & Valve Box	20 days	Mon 12/30/24	Fri 1/24/25	0%
229	New Electrical Service	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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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 586-2024

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

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

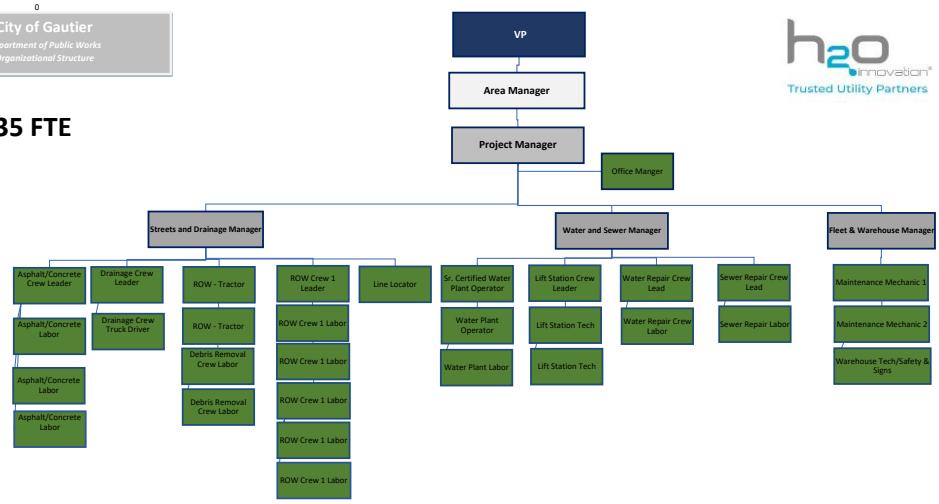
Organizational Chart, Minimum Wage Rates, Detailed Job Descriptions, Educational Requirements for Water, Sewer, Streets and Drainage and Other System Portions of Contract

0

City of Gautier

Department of Public Works
Organizational Structure

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

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

RESOLUTION NUMBER 148-2024

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

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

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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

Councilman Elbin made the motion to adjourn until July 2, 2024 at 6:30pm.
Councilman Colledge 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 July 2, 2024.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Approval of the FY 2023 Continuing Disclosure Submission prepared by Butler Snow, LLP**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of the FY 2023 Continuing Disclosure Submission prepared by Butler Snow, LLP

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 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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier, Mississippi FY 2023 Continuing Disclosure Submission prepared by Butler Snow, LLP. 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 July 2, 2024.

ANNUAL REPORT FOR CONTINUING DISCLOSURE
CITY OF GAUTIER, MISSISSIPPI
FISCAL YEAR 2023

Government

The City operates under a council-manager form of government. The City's governing authority is comprised of the Mayor and a six-member City Council (the "Council"), with five members of the Council being elected from designated wards or precincts, and the Mayor and one member of the Council being elected at large. The current Mayor and members of the Council, elected for concurrent four-year terms expiring on July 1, 2025, are as follows:

Name	Occupation	Position Held Since
Casey Vaughan	Mayor	July, 2021
Adam Colledge	Councilman At-Large	July 2009
Cameron B. George	Councilman	July, 2017
Richard "DJ" Jackson	Councilman	July, 2017
Gordon T. Gollott	Councilman	July, 2021
Rusty Anderson	Councilman	July, 2013
Dante Elbin	Councilman	July, 2021

TAX INFORMATION

Assessed Valuation[1]

Assessment Year	Real Property	Personal Property[2]	Public Utility Property	Total
2023	$101,268,017	$26,938,351	$10,038,529	$138,244,897
2022	100,720,033	25,889,243	9,693,376	136,302,652
2021	98,969,977	26,631,253	9,621,302	135,222,532
2020	89,252,925	25,428,959	8,897,946	123,579,830
2019	89,128,642	25,629,526	8,586,605	123,344,773

1 The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2023 are collected starting in January 2024 for the 2023-24 fiscal year budget of the City.

2 Personal Property includes mobile homes and automobiles.

SOURCE: Jackson County Tax Assessor; June 2024.

Assessed valuations are based upon the following assessment ratios:

(a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;

(b) Single-family owner-occupied residential real property, ten percent (10%) of true value;

(c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

The Tax Assessor of Jackson County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per $1,000 Valuation[1]

	2023-24	2022-23	2021-22	2020-21	2019-20
General Revenue	33.89*	33.89*	33.89*	33.89*	33.89*
Debt Service	8.11	8.11	8.11	8.11	8.11
Library	1.00	1.00	1.00	1.00	1.00
Public Safety	0.00	0.00	0.00	0.00	0.00
Total Levy	43.00	43.00	43.00	43.00	43.00

*2.8 Mills is dedicated to Public Safety.

SOURCE: Office of the City Clerk; June 2024.

Ad Valorem Tax Collections of the City[2]

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2023	$5,450,321	$5,434,185	($16,136)
2022	5,418,117	5,442,181	24,064
2021	4,975,921	5,107,221	131,300
2020	4,960,331	5,037,061	76,730
2019	4,876,474	5,002,975	126,501

SOURCE: Office of the City Clerk; June 2024.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes

[1] Tax levy figures are given in mills.
[2] Does not include school taxes.

due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To ensure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of $7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next proceeding year.

Largest Taxpayers

The ten largest taxpayers in the City of Gautier for assessment year 2023 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
SINGING RIVER ELECTRIC POWER CO-OP	$ 8,182,709	$351,856.00
LOWE'S HOME CENTERS LLC LP	2,262,259	97,277.00
BIENVILLE ORTHOPAEDICS/SURGERY CENTER	2,061,504	88,645.00
A-STRATEGY X LLC	1,873,183	80,547.00
RESERVE OF GAUTIER LLC	1,040,301	44,733.00
GLENN MACHINE WORKS INC	880,172	37,847.00
CSX TRANSPORTATION INC	797,853	34,308.00
MISSISSIPPI POWER COMPANY	731,446	31,452.00
VILLAS OF HICKORY HILLS INC	651,661	28,021.00
OCEAN ESTATES II LLC	591,812	25,448.00
TOTALS	**$19,072,900**	**$820,134.00**

SOURCE: Office of the Jackson County Tax Collector; June 2024.

DEBT INFORMATION

Legal Debt Limit Statement

(As of August 1, 2024)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - $138,244,897)	$20,736,735	$27,648,979
Present Debt Subject to Debt Limits	**7,681,000**	**7,681,000**
Margin for Further Debt Under Debt Limits	$13,055,735	$19,967,979

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of August 1, 2024)

Issue	Date of Issue	Outstanding Principal
General Obligation Bonds, Series 2019	04/11/19	3,780,000
General Obligation Refunding Bonds, Series 2020	05/05/20	2,521,000
General Obligation Note, Series 2023	11/07/23	1,380,000
Total		**$7,681,000**

Outstanding Water and Sewer Revenue Bond Debt

(As of August 1, 2024)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3[1]	01/06	$ 62,609.00
State Revolving Fund Loan #4[1]	09/06	149,376.00
State Revolving Fund Loan #4[1]	10/06	183,705.90
State Revolving Fund Construction Loan #5[1]	06/08	87,217.40
State Revolving Fund Construction Loan #6[1]	09/09	211,701.96
State Revolving Fund Construction Loan #7[1]	09/09	532,849.80
Combined Utility System Revenue Bonds, Series 2018[2]	6/01/18	3,105,000.00
Combined Utility System Revenue Bonds, Series 2019[2]	12/18/19	5,130,000.00
Taxable Combined Utility System Revenue Bonds, Series 2020[2]	12/17/20	2,060,000.00
Total		**$11,522,460.06**

[1] The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

[2] Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans.

SOURCE: Office of the City Clerk; June 2024.

General Obligation Annual Debt Service Requirements[3]

FY Ending September 30	Principal	Interest	Total
2024	579,000.00	186,631.26	765,631.26
2025	588,000.00	173,598.76	761,598.76
2026	591,000.00	159,496.26	750,496.26
2027	604,000.00	145,128.76	749,128.76
2028	606,000.00	130,408.76	736,408.76
2029	611,000.00	115,441.26	726,441.26
2030	616,000.00	101,136.26	717,136.26
2031	205,000.00	87,528.13	292,528.13
2032	215,000.00	80,965.63	295,965.63
2033	220,000.00	74,168.76	294,168.76
2034	225,000.00	67,215.63	292,215.63
2035	235,000.00	59,587.50	294,587.50
2036	240,000.00	51,275.00	291,275.00
2037	250,000.00	42,700.00	292,700.00
2038	260,000.00	33,775.00	293,775.00
2039	270,000.00	24,500.00	294,500.00
2040	280,000.00	14,875.00	294,875.00
2041	285,000.00	4,987.50	289,987.50
Total:	$6,880,000.00	$1,553,419.47	$8,433,419.47

[3] As of September 30, 2023.

Overlapping/Underlying General Obligation Indebtedness

Political Subdivision	2023 Population Estimate	Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Jackson County[4]	146,389	$2,242,795,875	$19,808,000	$135.31

School District	Assessed Valuation	General Obligation Bonded Debt
Pascagoula-Gautier School District	$1,046,346,830	$0.00[5]

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[4]Source: County Administrator, March 2023.
[5] FY 2022 Audit of the school district.

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: 6-4-24

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.

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Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2023 Appendix A (City Information) - City of Gautier, MS, for the year ended 09/30/2023

Document

File	Period Date
FY 2023 Appendix A (City Information) - City of G	06/11/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
36806P	CITY OF GAUTIER, MISSISSIPPI
368069	CITY OF GAUTIER, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 94
The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBZ6	TAXABLE COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2020	12/17/2020	07/01/2033	1.75
368069AW0	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	05/05/2020	08/01/2030	1.75
36806PBD5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2020	3.125
36806PBE3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2021	3.25
36806PBF0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2022	3.25
36806PBG8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2023	3.375
36806PBH6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2024	3.375
36806PBJ2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2025	3.5
36806PBK9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2026	3.5
36806PBL7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2027	3.5
36806PBM5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2028	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBN3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2029	3.5
36806PBP8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2030	2.5
36806PBQ6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2031	2.5
36806PBR4	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2032	2.5
36806PBS2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2033	2.5
36806PBT0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2034	2.5
36806PBU7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2035	2.5
36806PBV5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2036	2.5
36806PBW3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2037	2.625
36806PBX1	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2038	2.625
36806PBY9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2039	2.625
60534WK64	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2021	3
60534WK72	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2022	3
60534WK80	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2023	3
60534WK98	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2024	3
60534WL22	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2025	4
60534WL30	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2026	4
60534WL48	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2027	4
60534WL55	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2028	4
60534WL63	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2029	4
60534WL71	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2034	3.125
60534WL89	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2039	3.5
60534WL97	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2041	3.5
36806PAH7	BDS 2018	06/01/2018	05/01/2019	4.375
36806PAJ3	BDS 2018	06/01/2018	05/01/2020	4.375
36806PAK0	BDS 2018	06/01/2018	05/01/2021	4.25
36806PAL8	BDS 2018	06/01/2018	05/01/2022	4.25
36806PAM6	BDS 2018	06/01/2018	05/01/2023	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAN4	BDS 2018	06/01/2018	05/01/2024	4.25
36806PAP9	BDS 2018	06/01/2018	05/01/2025	4
36806PAQ7	BDS 2018	06/01/2018	05/01/2026	4
36806PAR5	BDS 2018	06/01/2018	05/01/2027	4
36806PAS3	BDS 2018	06/01/2018	05/01/2028	4
36806PAT1	BDS 2018	06/01/2018	05/01/2029	3.125
36806PAU8	BDS 2018	06/01/2018	05/01/2030	3.125
36806PAV6	BDS 2018	06/01/2018	05/01/2031	3.25
36806PAW4	BDS 2018	06/01/2018	05/01/2032	3.25
36806PAX2	BDS 2018	06/01/2018	05/01/2033	3.5
36806PAY0	BDS 2018	06/01/2018	05/01/2034	3.75
36806PAZ7	BDS 2018	06/01/2018	05/01/2035	3.75
36806PBA1	BDS 2018	06/01/2018	05/01/2036	3.75
36806PBB9	BDS 2018	06/01/2018	05/01/2037	4
36806PBC7	BDS 2018	06/01/2018	05/01/2038	4
60534TQZ1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2014	2
60534TRA5	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2015	2
60534TRB3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2016	2
60534TRC1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2017	3
60534TRD9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2018	3
60534TRE7	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2019	3
60534TRF4	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2020	3
60534TRG2	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2021	3
60534TRH0	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2022	3.5
60534TRJ6	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2023	3.625
60534TRK3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2026	4.25
60534TRL1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2029	4.75
60534TRM9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2033	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAA2	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2013	2
36806PAB0	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2014	2
36806PAC8	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2015	2
36806PAD6	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2016	2
36806PAE4	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2017	2
36806PAF1	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2018	2
36806PAG9	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2019	2
368069AA8	GO BONDS, SERIES 2010	08/01/2010	08/01/2011	2.875
368069AB6	GO BONDS, SERIES 2010	08/01/2010	08/01/2012	2.875
368069AC4	GO BONDS, SERIES 2010	08/01/2010	08/01/2013	2.875
368069AD2	GO BONDS, SERIES 2010	08/01/2010	08/01/2014	3
368069AE0	GO BONDS, SERIES 2010	08/01/2010	08/01/2015	3
368069AF7	GO BONDS, SERIES 2010	08/01/2010	08/01/2016	3
368069AG5	GO BONDS, SERIES 2010	08/01/2010	08/01/2017	3
368069AH3	GO BONDS, SERIES 2010	08/01/2010	08/01/2018	3
368069AJ9	GO BONDS, SERIES 2010	08/01/2010	08/01/2019	3
368069AK6	GO BONDS, SERIES 2010	08/01/2010	08/01/2020	3
368069AL4	GO BONDS, SERIES 2010	08/01/2010	08/01/2021	3
368069AM2	GO BONDS, SERIES 2010	08/01/2010	08/01/2022	3.25
368069AN0	GO BONDS, SERIES 2010	08/01/2010	08/01/2023	3.25
368069AP5	GO BONDS, SERIES 2010	08/01/2010	08/01/2024	3.5
368069AQ3	GO BONDS, SERIES 2010	08/01/2010	08/01/2025	3.5
368069AR1	GO BONDS, SERIES 2010	08/01/2010	08/01/2026	3.625
368069AS9	GO BONDS, SERIES 2010	08/01/2010	08/01/2027	3.75
368069AT7	GO BONDS, SERIES 2010	08/01/2010	08/01/2028	4
368069AU4	GO BONDS, SERIES 2010	08/01/2010	08/01/2029	4
368069AV2	GO BONDS, SERIES 2010	08/01/2010	08/01/2030	4

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APPENDIX B
INFORMATION ON THE COMBINED UTILITY SYSTEM
CITY OF GAUTIER, MISSISSIPPI
FISCAL YEAR 2023

THE SYSTEM

General

The Gautier Utility District (the "District") was originally created in 1973 under the provisions of Senate Bill 2251, Local and Private Laws of Mississippi, Regular Session, 1966, as a combined water and sewer utility and a fire protection district. The District's service area was five miles west of the City of Pascagoula, Mississippi, the county seat for Jackson County, Mississippi (the "County"), and 20 miles east of Biloxi, Mississippi.

On July 31, 2002, the City, through an annexation of the property within the District, assumed the operation and maintenance of the District and the System as well as the obligations of the District. The City's service area is bounded on the east by the West Pascagoula River, to the northwest by the Mississippi Sandhill Crane National Wildlife Refuge and to the south by the Gulf of Mexico (the "Service Area"). Opportunity for growth exists to the west, south of the refuge, and to the north. Nearly all of the densely populated areas within the Service Area are being served. The City continues to make a concerted effort to enhance the revenue potential of the System by improved internal control and customer additions.

The Water System

The City currently provides water service to approximately 7,035 customers. The Service Area's water supply source consists of nine ground wells located throughout the Service Area with a combined pumping capacity of 5,147 gallons per minute, the largest well delivering 1102 gallons per minute. Treatment of the groundwater is accomplished at the well heads. As the City has developed, it has always utilized water wells for its water source. Currently, the wells supplying the Service Area are all in the Pascagoula Formations (depth 600' to 800'). The Service Area's groundwater sources are of such quality so as to only require chlorination prior to entering the System. Water storage is comprised of five elevated tanks with a capacity of 1,200,000 gallons. The largest storage tank holds 500,000 gallons. At present, the Service Area has approximately 120 miles of water lines in service. The overall condition of the water system is fair to good. The average daily consumption is approximately 3.3 million gallons.

The Sewer System

The City's sewer system is made up of approximately 13.5 miles of interceptors and 103 miles of collection lines. The City's sewer system is connected via two pump stations and a force main to the facilities of the Jackson County Utility Authority (the "Authority"), that, through a contractual arrangement, provides treatment of the collected wastewater. The City is a member of the joint venture of the Authority, which was established by an act of the State Legislature to design and implement a water pollution abatement plan. The Authority is responsible for the operations and maintenance of the wastewater treatment plants for the cities of Gautier, Moss Point, Ocean Springs and Pascagoula. The Authority enters into subscription agreements with each of the governing bodies and districts to fund its operations.

Currently, the City's average flow of wastewater to the Authority's treatment system is 1,700,000 gallons per day. The Authority has a design capacity of 4,000,000 gallons per day.

The City's monthly payment for wastewater treatment is established prior to the beginning of each fiscal year based on a formula used for projecting the City's expected wastewater flows. Because the amount of wastewater actually treated will differ from the amount estimated to be treated, the monthly fee paid to the Authority is further adjusted by the amount by which the City either overpaid or underpaid in the preceding year.

Fire Protection

The fire protection facilities of the City include four fire stations. The fire stations are located within the corporate limits of the City and are owned and operated by the City.

Mandatory Connections

On June 16, 1986, the Board of Supervisors of the County, having previously created the District on July 3, 1973, unanimously adopted a resolution requiring connection to the System of all dwellings and buildings in the Service Area of the District within reasonable proximity to the System. Refusal to connect to the System is a misdemeanor and subjects

the offender to a fine not to exceed $100 to be imposed by any court of competent jurisdiction, with each day that the subject dwelling or building is unconnected constituting a separate offense.

Utility Rate Schedule

The following table sets forth the current utility rate schedule for water and sewer customers in the City:

Service	Current Rates
Gallons	3,000
Water	
First 3,000 Gallons (Residential)	24.75
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	8.25
First 3,000 Gallons (Commercial)	25.50
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	8.50
Sewer[2]	
First 3,000 Gallons (Residential)	12.30
Over 3,000 Gallons (per 1,000 Gallons) (Residential)	4.10
First 3,000 Gallons (Commercial)	18.75
Over 3,000 Gallons (per 1,000 Gallons) (Commercial)	6.25
Wastewater Treatment	
First 3,000 Gallons (Commercial & Residential)	15.45
Over 3,000 Gallons (per 1,000 Gallons) (Commercial & Residential)	5.15
Garbage	
Monthly Charge	21.00
Minimum Average Bill	73.50

[1] The City bills their citizens/customers separately for wastewater treatment. Fire protection is provided through the City's general fund budget.

[2] Sewer only monthly charge is $100.00 for commercial and $42.00 for residential.

In the event that the anticipated increase in revenues attributable to the increased customer base and rate schedule is insufficient to pay the capitalization and operating costs of the System in future years, the City is committed to increasing water and sewer rates to the extent necessary to meet any such shortfalls in revenue that may occur.

Management of the System

The System is a division of the City and is operated and maintained by the City. The System is governed by the Governing Body and administered by the Grants & Projects Department under supervision of the City Manager. The daily operations of the System are performed by Clearwater Solutions LLC consisting of a division head and 24 employees. The City prepares financial statements for the System.

Establishment of Rates

Rates for water and sewer services are established by the Governing Body. The City's FY 2023 rate schedule was adopted by the Governing Body on October 3, 2017. Newly adopted rates become effective as to each user one month after they have been adopted by the Governing Body provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the Governing Body based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rate become effective immediately.

Customers Served by the City

The following table shows the number of customers served by the City from 2019 to 2023:

FY Ending September 30	Customers
2023	7,035 (Metered Accounts)[1]
2022	7,189 (Metered Accounts)
2021	7,182 (Metered Accounts)
2020	7,257 (Metered Accounts)
2019	7,361 (Metered Accounts)

Ten Largest Water System Users

The below table shows the ten largest water system users in the Service Area for the fiscal year ended September 30, 2023:

TEN LARGEST USERS	TOTAL WATER CHARGES
A-Strategy X LLC	$108,713.52
IOP Community LLC	71,943.54
Bayou Village Apartments	70,903.64
Singing River LLC	65,784.85
Forest City Southern Group	59,332.04
Gautier Holdings LLC	56,434.91
River Bend Condo Inc	55,356.36
Forest City Southern Group	55,056.28
Indian Point	44,149.83
Gautier High School	41,957.12

System Capacity

The current capacity of the City's water system is as follows:

Current Water System	Number of Gallons per day
Capacity	2,996,400 customer only
Peak daily load	14,063,040 mgd
Average daily usage	3.3 mgd

The current capacity of the City's sewer system is as follows:

Current Sewer System	Number of Gallons per day
Capacity	4,000,000
Peak Daily load	3,500,000
Average daily usage	1,700,000

Revenues Available for Debt Service

The following schedules, based on projections and information supplied by the City, set forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2019 to 2027. Rates for the System are based on a rate schedule adopted by the Governing Body on October 3, 2017. See "THE SYSTEM – Establishment of Rates" herein. Historical calculations for the combined utility system of the City were based on actual data in the City's annual audits (Fiscal Years 2019–2022); EOY data for FY 2023 and budgeted data for FY 2024. Fiscal Years 2024-2027 projections for the System as combined are based on projected growth of 1% per year in revenues plus rate increases and 3% per year in expenses. Historical debt service coverage for the System for Fiscal Years 2019-2023 ranges from

[1] For Fiscal Year 2023 the decrease in metered accounts is due to 2 large customers consolidating numerous individual site meters into 2 master meters.

a low of 2.50% in Fiscal Year 2021 to 2.91% in Fiscal Year 2022 (the most recently available audited information). The following schedules should be reviewed based on the following assumptions:

1. Water rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
2. Sewer rates adopted by the Governing Body in October 3, 2017 are currently in place for the System;
3. Water and sewer usage are projected to remain constant;
4. Revenue projections of 1% growth, as applicable, and expense projections of 3% growth; and
5. Debt service based on the following:

System Revenue Bonds Outstanding	**Outstanding Principal (as of September 30, 2023)**
$4,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2018	$3,270,000.00
$6,000,000 (original principal amount) City of Gautier, Mississippi Combined Utility System Revenue Bonds, Series 2019	5,360,000.00
$2,579,000 ((original principal amount) City of Gautier, Mississippi Taxable Combined Utility System Revenue Refunding Bonds, Series 2020	2,274,000.00
Total Bonds Currently Outstanding	**$10,904,000.00**
SRF Loans	
State Revolving Fund Loan #3	$ 147,511.89
State Revolving Fund Loan #4	242,163.28
State Revolving Fund Loan #4	300,172.76
State Revolving Fund Construction Loan #5	109,093.97
State Revolving Fund Construction Loan #6	248,977.50
State Revolving Fund Construction Loan #7	624,478.73
Total SRF Loans:	**$1,672,398.13**

The Utility Bonds and SRF Loans are payable as to principal and interest solely from the revenue derived by the City from the operation of the System.

The Utility Bonds and SRF Loans are payable as to principal and interest solely from the revenue derived by the City from the operation of the System.

SRF Loans

The SRF Loans are loans from the State to the City which were made by the City to finance improvements to the System. The total amount of SRF Loans currently outstanding is approximately $1,672,398.13. Although the SRF Loans have a lien on the Revenues of the System, they are paid from monies collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

Schedule of Revenues and Expenditures and Debt Service Coverage

The following schedule summarizes the City's audited operating results for the Fiscal Years ended September 30, 2019 through September 30, 2022, unaudited operating results for the Fiscal Year ended September 30, 2023. The schedule also sets forth projected Revenues for the Fiscal Year ending September 30, 2024 through 2027 based on the new rate schedule adopted September 19, 2023.

Historical Statement of Revenues, Expenditures and Debt Service Coverage

	Fiscal Year 2019 Audited	Fiscal Year 2020 Audited	Fiscal Year 2021 Audited	Fiscal Year 2022 Audited	Fiscal Year 2023 Unaudited
Total Revenues	$11,499,551	$11,947,363	$12,639,753	$12,433,927	$12,547,669
Total Expenditures	7,087,502	8,541,921	8,143,594	7,415,701	8,098,461
Available for Debt Service	4,412,049	3,405,442	4,496,159	5,018,226	4,449,208
Existing Debt Service	1,569,483	1,352,856	1,796,419	$ 1,721,919	$1,725,542
Available Revenue for New Debt Service	$2,842,566	$ 2,052,586	$2,699,740	$3,296,307	$2,723,666
Debt Service Coverage	2.81	2.51	2.50	2.91	2.57

Projected Statement of Revenues, Expenditures and Debt Service Coverage[1]

	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Total Revenues	$13,460,196	$13,594,798	$13,730,746	$13,868,053
Total Expenditures	9,046,542	9,317,938	9,597,476	9,885,400
Available for Debt Service	4,413,654	4,276,860	4,133,270	3,982,653
Existing Debt Service	1,727,871	2,061,110	1,794,655	1,706,845
Balance	$ 2,685,783	$2,215,750	$2,338,615	$2,275,808
New Debt Service		$374,314		
Debt Service Coverage	2.55	2.07	2.30	2.33

[1]Assumes a 1% annual increase in total revenues for projected years, and 3% annual increase in total expenses for projected years.

SOURCE: Office of the City Clerk, June 2024.

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Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Annual Financial Information and Operating Data: FY 2023 Appendix B (System Information) - City of Gautier, MS, for the year ended 09/30/2023

Document

File	Period Date
FY 2023 Appendix B (System Information) - City of	06/11/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
36806P	CITY OF GAUTIER, MISSISSIPPI
368069	CITY OF GAUTIER, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 94
The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBZ6	TAXABLE COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2020	12/17/2020	07/01/2033	1.75
368069AW0	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	05/05/2020	08/01/2030	1.75
36806PBD5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2020	3.125
36806PBE3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2021	3.25
36806PBF0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2022	3.25
36806PBG8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2023	3.375
36806PBH6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2024	3.375
36806PBJ2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2025	3.5
36806PBK9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2026	3.5
36806PBL7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2027	3.5
36806PBM5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2028	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBN3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2029	3.5
36806PBP8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2030	2.5
36806PBQ6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2031	2.5
36806PBR4	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2032	2.5
36806PBS2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2033	2.5
36806PBT0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2034	2.5
36806PBU7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2035	2.5
36806PBV5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2036	2.5
36806PBW3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2037	2.625
36806PBX1	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2038	2.625
36806PBY9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2039	2.625
60534WK64	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2021	3
60534WK72	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2022	3
60534WK80	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2023	3
60534WK98	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2024	3
60534WL22	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2025	4
60534WL30	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2026	4
60534WL48	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2027	4
60534WL55	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2028	4
60534WL63	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2029	4
60534WL71	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2034	3.125
60534WL89	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2039	3.5
60534WL97	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2041	3.5
36806PAH7	BDS 2018	06/01/2018	05/01/2019	4.375
36806PAJ3	BDS 2018	06/01/2018	05/01/2020	4.375
36806PAK0	BDS 2018	06/01/2018	05/01/2021	4.25
36806PAL8	BDS 2018	06/01/2018	05/01/2022	4.25
36806PAM6	BDS 2018	06/01/2018	05/01/2023	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAN4	BDS 2018	06/01/2018	05/01/2024	4.25
36806PAP9	BDS 2018	06/01/2018	05/01/2025	4
36806PAQ7	BDS 2018	06/01/2018	05/01/2026	4
36806PAR5	BDS 2018	06/01/2018	05/01/2027	4
36806PAS3	BDS 2018	06/01/2018	05/01/2028	4
36806PAT1	BDS 2018	06/01/2018	05/01/2029	3.125
36806PAU8	BDS 2018	06/01/2018	05/01/2030	3.125
36806PAV6	BDS 2018	06/01/2018	05/01/2031	3.25
36806PAW4	BDS 2018	06/01/2018	05/01/2032	3.25
36806PAX2	BDS 2018	06/01/2018	05/01/2033	3.5
36806PAY0	BDS 2018	06/01/2018	05/01/2034	3.75
36806PAZ7	BDS 2018	06/01/2018	05/01/2035	3.75
36806PBA1	BDS 2018	06/01/2018	05/01/2036	3.75
36806PBB9	BDS 2018	06/01/2018	05/01/2037	4
36806PBC7	BDS 2018	06/01/2018	05/01/2038	4
60534TQZ1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2014	2
60534TRA5	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2015	2
60534TRB3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2016	2
60534TRC1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2017	3
60534TRD9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2018	3
60534TRE7	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2019	3
60534TRF4	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2020	3
60534TRG2	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2021	3
60534TRH0	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2022	3.5
60534TRJ6	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2023	3.625
60534TRK3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2026	4.25
60534TRL1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2029	4.75
60534TRM9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2033	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAA2	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2013	2
36806PAB0	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2014	2
36806PAC8	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2015	2
36806PAD6	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2016	2
36806PAE4	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2017	2
36806PAF1	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2018	2
36806PAG9	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2019	2
368069AA8	GO BONDS, SERIES 2010	08/01/2010	08/01/2011	2.875
368069AB6	GO BONDS, SERIES 2010	08/01/2010	08/01/2012	2.875
368069AC4	GO BONDS, SERIES 2010	08/01/2010	08/01/2013	2.875
368069AD2	GO BONDS, SERIES 2010	08/01/2010	08/01/2014	3
368069AE0	GO BONDS, SERIES 2010	08/01/2010	08/01/2015	3
368069AF7	GO BONDS, SERIES 2010	08/01/2010	08/01/2016	3
368069AG5	GO BONDS, SERIES 2010	08/01/2010	08/01/2017	3
368069AH3	GO BONDS, SERIES 2010	08/01/2010	08/01/2018	3
368069AJ9	GO BONDS, SERIES 2010	08/01/2010	08/01/2019	3
368069AK6	GO BONDS, SERIES 2010	08/01/2010	08/01/2020	3
368069AL4	GO BONDS, SERIES 2010	08/01/2010	08/01/2021	3
368069AM2	GO BONDS, SERIES 2010	08/01/2010	08/01/2022	3.25
368069AN0	GO BONDS, SERIES 2010	08/01/2010	08/01/2023	3.25
368069AP5	GO BONDS, SERIES 2010	08/01/2010	08/01/2024	3.5
368069AQ3	GO BONDS, SERIES 2010	08/01/2010	08/01/2025	3.5
368069AR1	GO BONDS, SERIES 2010	08/01/2010	08/01/2026	3.625
368069AS9	GO BONDS, SERIES 2010	08/01/2010	08/01/2027	3.75
368069AT7	GO BONDS, SERIES 2010	08/01/2010	08/01/2028	4
368069AU4	GO BONDS, SERIES 2010	08/01/2010	08/01/2029	4
368069AV2	GO BONDS, SERIES 2010	08/01/2010	08/01/2030	4

Submitter's Contact Information

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City of Gautier
October 1, 2023 - September 30, 2024
Annual Budget

GENERAL FUND: FUND 001 REVENUES	ORIGINAL BUDGET FY 2023	PROPOSED BUDGET FY 2024
Licenses & Permits	$ 109,000.00	$ 116,500.00
Inter-Governmental Revenue:		
In Lieu of Taxes	$ 360,000.00	$ 365,000.00
Franchise Fees	$ 120,000.00	$ 108,000.00
General Sales Tax	$ 2,625,000.00	$ 2,825,000.00
ABC Licenses	$ 16,000.00	$ 17,000.00
Homestead Reimbursement	$ 105,000.00	$ 120,000.00
Motor Fuel Tax	$ 15,500.00	$ 15,500.00
Shared Revenues - Road Tax	$ 605,209.00	$ 544,400.00
Shared Revenues - Recreation	$ 145,000.00	$ 150,000.00
JCBS Inter Local Funds	$ -	$ -
Rail Car Tax	$ 2,800.00	$ 4,000.00
Privilege Tax-Heavy Duty Vehicle	$ 7,000.00	$ 8,000.00
Municipal Aid Surplus	$ 9,250.00	$ 9,250.00
FEMA/MEMA Reimbursement	$ -	$ -
Fine & Forfeits	$ 325,000.00	$ 320,000.00
Grants	$ 26,000.00	$ 36,000.00
Surplus Property	$ -	$ -
Loan - Public Safety Vehicles	$ 240,000.00	$ -
Miscellaneous	$ 166,800.00	$ 174,000.00
Transfer from Enterprise Fund	$ 780,000.00	$ 1,100,000.00
Transfer from Solid Waste Fund	$ 300,000.00	$ 300,000.00
Transfer from Other Funds	$ -	$ 842,554.00
Total revenue from sources other than taxation	$ 5,957,559.00	$ 7,055,204.00
Balance at beginning of year	$ 4,400,000.00	$ 4,800,000.00
Total from all sources other than taxation	$ 10,357,559.00	$ 11,855,204.00
Amount necessary to be raised by tax levy	$ 5,293,290.00	$ 5,423,009.00
Total available cash and anticipated revenue	$ 15,650,849.00	$ 17,278,213.00
GENERAL FUND		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	$ 219,216.00	$ 220,544.00
Supplies	$ 7,000.00	$ 5,000.00
Other Services & Charges	$ 39,325.00	$ 21,310.00
Total	$ 265,541.00	$ 246,854.00
CITY COURT		
Personnel Services	$ 201,260.00	$ 198,363.00
Supplies	$ 3,100.00	$ 3,100.00
Other Services & Charges	$ 136,300.00	$ 149,300.00
Capital Outlay	$ -	$ -
Total	$ 340,660.00	$ 350,763.00
CITY MANAGER		
Personnel Services	$ 135,000.00	$ 135,000.00
Supplies	$ 2,500.00	$ 2,000.00
Other Services & Charges	$ 199,300.00	$ 145,800.00
Total	$ 336,800.00	$ 282,800.00
HUMAN RESOURCES		
Personnel Services	$ 63,828.00	$ 64,469.00
Supplies	$ 2,500.00	$ 2,500.00
Other Services & Charges	$ 10,600.00	$ 10,000.00
Total	$ 76,928.00	$ 76,969.00
CITY CLERK		
Personnel Services	$ 443,053.00	$ 447,510.00
Supplies	$ 15,000.00	$ 15,500.00
Other Services & Charges	$ 34,700.00	$ 35,700.00
Capital Outlay	$ 2,500.00	$ 1,000.00
Debt Service	$ 10,498.00	$ 10,498.00
Total	$ 505,751.00	$ 510,208.00
CITY ATTORNEY		
Other Services & Charges	$ 160,000.00	$ 175,000.00
Total	$ 160,000.00	$ 175,000.00
BUILDING & PLANNING		
Personnel Services	$ 429,175.00	$ 429,295.00
Supplies	$ 22,500.00	$ 22,500.00
Other Services & Charges	$ 70,000.00	$ 59,000.00
Capital Outlay	$ -	$ 10,000.00
Total	$ 521,675.00	$ 520,795.00

GENERAL EXPENSES & FACILITIES		
Supplies	$ 32,500.00	$ 29,000.00
Other Services & Charges	$ 1,262,500.00	$ 1,241,845.00
Capital Outlay	$ 26,000.00	$ 27,000.00
Total	$ 1,321,000.00	$ 1,297,845.00
GRANTS & PROJECTS ADMIN		
Personnel Services	$ 217,038.00	$ 213,694.00
Supplies	$ 1,500.00	$ 1,500.00
Other Services & Charges	$ 15,670.00	$ 17,170.00
Capital Outlay	$ 1,400.00	$ 1,600.00
Total	$ 235,608.00	$ 233,964.00
POLICE DEPARTMENT		
Personnel Services	$ 2,215,030.00	$ 3,909,537.00
Supplies	$ 303,500.00	$ 288,000.00
Other Services & Charges	$ 222,900.00	$ 220,900.00
Capital Outlay	$ 345,000.00	$ 5,000.00
Debt Service	$ 79,541.00	$ 125,711.00
Total	$ 3,165,971.00	$ 4,549,148.00
FIRE DEPARTMENT		
Personnel Services	$ 2,728,855.00	$ 2,830,720.00
Supplies	$ 90,411.00	$ 80,411.00
Other Services & Charges	$ 124,800.00	$ 130,300.00
Capital Outlay	$ 80,741.00	$ 16,500.00
Debt Service	$ -	$ -
Total	$ 3,024,807.00	$ 3,057,931.00
RECREATION DEPARTMENT		
Personnel Services	$ 541,849.00	$ 537,204.00
Supplies	$ 151,700.00	$ 136,700.00
Other Services & Charges	$ 115,950.00	$ 119,110.00
Capital Outlay	$ 14,100.00	$ 15,400.00
Debt Service	$ -	$ -
Total	$ 823,599.00	$ 808,414.00
STREETS		
Supplies	$ 85,000.00	$ 65,000.00
Other Services & Charges	$ 236,300.00	$ 609,800.00
Capital Outlay	$ 60,000.00	$ 60,000.00
Total	$ 381,300.00	$ 734,800.00
MAINTENANCE		
Personnel Services	$ 288,795.00	$ 303,496.00
Supplies	$ 32,000.00	$ 35,000.00
Other Services & Charges	$ 22,500.00	$ 19,500.00
Capital Outlay	$ 50,000.00	$ 35,000.00
Total	$ 393,295.00	$ 392,996.00
DEBT SERVICE		
Debt Service	$ 87,454.00	$ 87,454.00
Total	$ 87,454.00	$ 87,454.00
INTERFUND TRANSFERS		
Transfer to Other Funds	$ 882,540.00	$ 771,132.00
Transfer to Health Benefit Fund	$ -	$ -
Total	$ 882,540.00	$ 771,132.00
TOTAL EXPENDITURES	$ 12,522,929.00	$ 14,097,073.00
YEAR END BALANCE	$ 3,127,920.00	$ 3,181,140.00
BALANCE	$ 15,650,849.00	$ 17,278,213.00

HB1 MODERNIZATION ACT (USE TAX): FUND 002

REVENUE		
Balance at beginning of year	$ 1,018,436.07	$ 902,882.45
Use Tax Distributions	$ 1,123,294.00	$ 1,123,294.00
Total available cash and anticipated revenue	$ 2,141,730.07	$ 2,026,176.45
EXPENDITURES		
Infrastructure: Water & Sewer	$ -	$ -
Infrastructure: Streets	$ 1,034,378.00	$ -
Unappropriated (Restricted)	$ 1,107,352.07	$ 1,529,371.45
Transfers to Capital Projects	$ -	$ 496,805.00
TOTAL EXPENDITURES	$ 2,141,730.07	$ 2,026,176.45
YEAR END BALANCE	$ -	$ -
BALANCE	$ 2,141,730.07	$ 2,026,176.45

ARPA FEDERAL FUNDS SLFR22621: FUND 003

REVENUE		
Balance at beginning of year	$ 3,627,788.00	$ 1,951,308.74
State Funding Allocation	$ -	$ 2,661,205.75
JCBS Inter Local Funds	$ -	$ 1,271,604.00
Total available cash and anticipated revenue	$ 3,627,788.00	$ 5,884,118.49
EXPENDITURES		
Negative Economic Impact: Personnel	$ 1,497,508.00	$ -
Revenue Replacement: Capital Outlay	$ 130,280.00	$ -
Unappropriated (Restricted)	$ 2,000,000.00	$ 66,652.49
MCWI Capital Projects	$ -	$ 5,817,466.00
TOTAL EXPENDITURES	$ 3,627,788.00	$ 5,884,118.49
YEAR END BALANCE	$ -	$ -
BALANCE	$ 3,627,788.00	$ 5,884,118.49

AMPHITHEATER VENUE: FUND 004

REVENUES		
Balance at beginning of year	$ -	$ -
JCBS Inter Local Funds	$ -	$ 100,000.00
Facility Fees & Sponsorships	$ -	$ 455,000.00
Total available cash and anticipated revenue	$ -	$ 555,000.00
EXPENDITURES		
Other Services & Charges	$ -	$ 120,000.00
Capital Outlay	$ -	$ 135,000.00
Transfers Out	$ -	$ 300,000.00
TOTAL EXPENDITURES	$ -	$ 555,000.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 555,000.00

MDAH SCHOOL HOUSE PROJECT: FUND 30

REVENUES		
Balance at beginning of year	$ 1,783.43	$ 20,427.43
Grant Revenue	$ -	$ 74,577.00
Total available cash and anticipated revenue	$ 1,783.43	$ 95,004.43
EXPENDITURES		
Supplies	$ 1,783.43	$ 1,783.43
Capital Outlay	$ -	$ 93,221.00
TOTAL EXPENDITURES	$ -	$ 95,004.43
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 95,004.43

$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130

REVENUES		
Balance at beginning of year	$ 2,007,087.24	$ 1,360,620.23
Interest	$ 1,200.00	$ 3,000.00
MDOT Reimbursements	$ 4,880,410.65	$ 4,365,687.22
Transfer from GF Debt Service	$ -	$ -
Transfer from HB1 Use Tax	$ -	$ -
Total available cash and anticipated revenue	$ 6,888,697.89	$ 5,729,307.45
EXPENDITURES		
Capital Improvements	$ 6,888,697.89	$ 5,597,535.75
TOTAL EXPENDITURES	$ 6,888,697.89	$ 5,597,535.75
YEAR END BALANCE	$ -	$ 131,771.70
BALANCE	$ 6,888,697.89	$ 5,729,307.45

LOCAL FORFEITURES: FUND 156

REVENUES		
Balance at beginning of year	$ 276,395.10	$ 119,884.43
Assets Forfeited	$ -	$ -
Total available cash and anticipated revenue	$ 276,395.10	$ 119,884.43
EXPENDITURES		
Personnel Services (Overtime)	$ 64,180.00	$ 19,655.00
Capital Outlay	$ 212,215.10	$ 100,000.00
TOTAL EXPENDITURES	$ 276,395.10	$ 119,655.00
YEAR END BALANCE	$ -	$ 229.43
BALANCE	$ 276,395.10	$ 119,884.43

U S JUSTICE EQUITABLE SHARING: FUND 157

REVENUES		
Balance at beginning of year	$ 80,762.65	$ 13,434.43
Assets Forfeited	$ -	$ -
Total available cash and anticipated revenue	$ 80,762.65	$ 13,434.43
EXPENDITURES		
Capital Outlay	$ 80,762.65	$ 13,434.43
TOTAL EXPENDITURES	$ 80,762.65	$ 13,434.43
YEAR END BALANCE	$ -	$ -
BALANCE	$ 80,762.65	$ 13,434.43

FIRE PROTECTION FUND: FUND 160

REVENUES		
Balance at beginning of year	$ 337,780.98	$ 396,459.28
Fire Insurance Rebate	$ 115,000.00	$ 115,000.00
MS Code Rebate	$ 3,000.00	$ 3,000.00
Loan Proceeds	$ 425,000.00	$ 425,000.00
Total available cash and anticipated revenue	$ 880,780.98	$ 939,459.28
EXPENDITURES		
Other Services & Charges	$ 18,875.79	$ 8,000.00
Capital Outlay	$ 661,075.00	$ 621,500.00
Debt Service	$ -	$ -
TOTAL EXPENDITURES	$ 679,950.79	$ 629,500.00
YEAR END BALANCE	$ 200,830.19	$ 309,959.28
BALANCE	$ 880,780.98	$ 939,459.28

TIDELANDS GRANT FUND - FUND 171

REVENUES		
Balance at beginning of year	$ (5,067.90)	$ (40,799.78)
Grant: Shepard State Park	$ 824,870.30	$ 840,695.11
Transfers In	$ -	$ -
Total available cash and anticipated revenue	$ 819,802.40	$ 799,895.33
EXPENDITURES		
Capital Outlay: Shepard State Park	$ 819,802.40	$ 799,895.33
TOTAL EXPENDITURES	$ 819,802.40	$ 799,895.33
YEAR END BALANCE	$ -	$ -
BALANCE	$ 819,802.40	$ 799,895.33

LIBRARY SUPPORT FUND: FUND 172

REVENUES		
Balance at Beginning of Year	$ -	$ -
Amount to be raised by tax levy	$ 126,031.00	$ 129,119.00
Total available cash and anticipated revenue	$ 126,031.00	$ 129,119.00
EXPENDITURES		
Other Services & Charges	$ 126,031.00	$ 129,119.00
TOTAL EXPENDITURES	$ 126,031.00	$ 129,119.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ 126,031.00	$ 129,119.00

FAIRWAY BOAT LAUNCH - TIDELANDS: FUND 173

REVENUES		
Balance at beginning of year	$ -	$ -
Grant Funds	$ -	$ 250,000.00
Transfers In	$ -	$ -
Total available cash and anticipated revenue	$ -	$ 250,000.00
EXPENDITURES		
Capital Outlay	$ -	$ 250,000.00
TOTAL EXPENDITURES	$ -	$ 250,000.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 250,000.00

SHEPARD STATE PARK: FUND 176

REVENUES		
Balance at beginning of year	$ 54,700.00	$ 64,174.00
Tidelands Grant	$ 20,950.00	$ -
USFW Grant	$ 62,850.00	$ -
Other Revenue	$ 1,605.00	$ 1,570.00
Merchandise Sales	$ 6,500.00	$ 6,000.00
Camping Fees	$ 140,000.00	$ 160,000.00
Admission Fees/Day Use	$ 10,000.00	$ 13,000.00
Total available cash and anticipated revenue	$ 296,605.00	$ 244,744.00
EXPENDITURES		
Personnel Services	$ 85,115.00	$ 81,815.00
Supplies	$ 31,750.00	$ 30,750.00
Other Services & Charges	$ 75,850.00	$ 81,450.00
Capital Outlay	$ 3,000.00	$ 3,500.00
Capital Outlay: Kayak Launch	$ 83,000.00	$ -
TOTAL EXPENDITURES	$ 278,715.00	$ 197,515.00
YEAR END BALANCE	$ 17,890.00	$ 47,229.00
BALANCE	$ 296,605.00	$ 244,744.00

HB1353 LOCAL IMPS: SHEPARD STATE PARK: FUND 177

REVENUES		
Balance at beginning of year	$ 1,500,000.00	$ 1,446,324.48
Interest	$ -	$ 500.00
Total available cash and anticipated revenue	$ 1,500,000.00	$ 1,446,824.48
EXPENDITURES		
Capital Outlay	$ 1,500,000.00	$ 1,446,824.48
Transfer Out (General Fund)	$ -	$ -
TOTAL EXPENDITURES	$ 1,500,000.00	$ 1,446,824.48
YEAR END BALANCE	$ -	$ -
BALANCE	$ 1,500,000.00	$ 1,446,824.48

S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250

REVENUES		
Balance at beginning of year	$ 134,133.96	$ 135,139.61
Miscellaneous - Interest	$ 200.00	$ 400.00
Transfers In	$ 288,562.00	$ 289,950.00
Total available cash and anticipated revenue	$ 422,895.96	$ 425,489.61
EXPENDITURES		
Debt Service	$ 288,119.00	$ 286,318.76
TOTAL EXPENDITURES	$ 288,119.00	$ 286,318.76
YEAR END BALANCE	$ 134,776.96	$ 139,170.85
BALANCE	$ 422,895.96	$ 425,489.61

RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251

REVENUES		
Balance at Beginning of Year	$ 347,329.86	$ 358,297.66
Miscellaneous - Interest	$ 655.00	$ 1,440.00
Transfers In	$ 10,000.00	$ 10,000.00
Total available cash and anticipated revenue	$ 357,984.86	$ 369,737.66
EXPENDITURES		
Transfers Out (Fund 250)	$ 608.00	$ 1,950.00
TOTAL EXPENDITURES	$ 608.00	$ 1,950.00
YEAR END BALANCE	$ 357,376.86	$ 367,787.66
BALANCE	$ 357,984.86	$ 369,737.66

S2019 UTILITY REVENUE BOND DEBT SERVICE: FUND 252

REVENUES		
Balance at beginning of year	$ 248,242.52	$ 257,133.83
Miscellaneous - Interest	$ 280.00	$ 600.00
Transfers In	$ 384,866.00	$ 386,700.00
Total available cash and anticipated revenue	$ 633,388.52	$ 644,433.83
EXPENDITURES		
Debt Service	$ 376,638.00	$ 379,181.25
TOTAL EXPENDITURES	$ 376,638.00	$ 379,181.25
YEAR END BALANCE	$ 256,750.52	$ 265,252.58
BALANCE	$ 633,388.52	$ 644,433.83

RESERVE FUND - S2019 UTILITY REVENUE BOND: FUND 253

REVENUES		
Balance at Beginning of Year	$ 456,120.15	$ 467,324.59
Miscellaneous - Interest	$ 855.00	$ 1,750.00
Transfers In	$ 10,000.00	$ 10,000.00
Total available cash and anticipated revenue	$ 466,975.15	$ 479,074.59
EXPENDITURES		
Transfers Out (Fund 252)	$ 866.00	$ 2,700.00
TOTAL EXPENDITURES	$ 866.00	$ 2,700.00
YEAR END BALANCE	$ 466,109.15	$ 476,374.59
BALANCE	$ 466,975.15	$ 479,074.59

S2019 MPI GO BONDS DEBT SERVICE: FUND 254

REVENUES		
Balance at beginning of year	$ 36,638.27	$ 21,021.80
Miscellaneous - Interest	$ 100.00	$ 60.00
Transfers In	$ 298,157.00	$ 298,000.00
Total available cash and anticipated revenue	$ 334,895.27	$ 319,081.80
EXPENDITURES		
Debt Service	$ 298,157.00	$ 298,431.26
TOTAL EXPENDITURES	$ 298,157.00	$ 298,431.26
YEAR END BALANCE	$ 36,738.27	$ 20,650.54
BALANCE	$ 334,895.27	$ 319,081.80

S2020 GO REFUNDING BONDS DEBT SERV: FUND 255

REVENUES		
Balance at beginning of year	$ -	$ -
Transfers In	$ 500,383.00	$ 472,700.00
Total available cash and anticipated revenue	$ 500,383.00	$ 472,700.00
EXPENDITURES		
Debt Service	$ 500,383.00	$ 472,700.00
TOTAL EXPENDITURES	$ 500,383.00	$ 472,700.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ 500,383.00	$ 472,700.00

USDA-NRCS EMERGENCY WATERSHED: FUND 300

REVENUES		
Balance at beginning of year	$ (146,634.39)	$ 3,395.07
Grant	$ 150,029.46	$ 104,362.50
Transfers In: Use Funds	$ -	$ 45,000.00
Total available cash and anticipated revenue	$ 3,395.07	$ 152,757.57
EXPENDITURES		
Other Services & Charges	$ -	$ 151,800.00
TOTAL EXPENDITURES	$ -	$ 151,800.00
YEAR END BALANCE	$ 3,395.07	$ 957.57
BALANCE	$ 3,395.07	$ 152,757.57

MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303

REVENUES		
Balance at beginning of year	$ 75,678.47	$ 90,748.83
MDOT Reimbursements	$ 19,161.00	$ -
Total available cash and anticipated revenue	$ 94,839.47	$ 90,748.83
EXPENDITURES		
Capital Outlay	$ -	$ -
Transfer Out (General Fund)	$ 94,839.47	$ 90,748.83
TOTAL EXPENDITURES	$ 94,839.47	$ 90,748.83
YEAR END BALANCE	$ -	$ -
BALANCE	$ 94,839.47	$ 90,748.83

TOWN COMMONS PARK PROJECT: FUND 304

REVENUES		
Balance at beginning of year	$ 7,883,015.35	$ 5,747,635.99
Tidelands Grant	$ 250,000.00	$ 210,000.00
State Funding Allocations	$ -	$ -
Interest	$ 9,000.00	$ 3,000.00
Transfers In	$ -	$ -
Total available cash and anticipated revenue	$ 8,142,015.35	$ 5,960,635.99
EXPENDITURES		
Capital Outlay	$ 8,142,015.35	$ 5,960,635.99
TOTAL EXPENDITURES	$ 8,142,015.35	$ 5,960,635.99
YEAR END BALANCE	$ -	$ -
BALANCE	$ 8,142,015.35	$ 5,960,635.99

S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305

REVENUES		
Balance at beginning of year	$ 18,821.68	$ 23,800.00
Interest	$ 1,900.00	$ 1,200.00
Transfer In (Debt Service)	$ -	$ -
Total available cash and anticipated revenue	$ 20,721.68	$ 25,000.00
EXPENDITURES		
Capital Outlay (Recreation)	$ 20,721.68	$ 25,000.00
TOTAL EXPENDITURES	$ 20,721.68	$ 25,000.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ 20,721.68	$ 25,000.00

TOWN CENTER RETAIL DEV COMPLEX: FUND 309

REVENUES		
Balance at beginning of year	$ -	$ 4,504,720.64
Interest	$ -	$ 3,600.00
Total available cash and anticipated revenue	$ -	$ 4,508,320.64
EXPENDITURES		
Capital Outlay	$ -	$ 4,508,320.64
TOTAL EXPENDITURES	$ -	$ 4,508,320.64
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 4,508,320.64

WATER SUPPLY & TREATMENT PLANT: FUND 355

REVENUES		
Balance at beginning of year	$ 4,798,093.79	$ 3,842,023.20
Interest	$ 4,000.00	$ 6,000.00
Transfers In	$ 321,563.64	$ -
Total available cash and anticipated revenue	$ 5,123,657.43	$ 3,848,023.20
EXPENDITURES		
Capital Outlay	$ 5,123,657.43	$ 3,848,023.20
TOTAL EXPENDITURES	$ 5,123,657.43	$ 3,848,023.20
YEAR END BALANCE	$ -	$ -
BALANCE	$ 5,123,657.43	$ 3,848,023.20

LARK DRIVE WATER TREATMENT PLANT: FUND 356

REVENUES		
Balance at beginning of year	$ -	$ -
EPA STAG Grant	$ -	$ 2,770,000.00
Total available cash and anticipated revenue	$ -	$ 2,770,000.00
EXPENDITURES		
Capital Outlay	$ -	$ 2,770,000.00
TOTAL EXPENDITURES	$ -	$ 2,770,000.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 2,770,000.00

GV@OST to ROBERTSDALE SEWER IMPS: FUND 361

REVENUES		
Balance at beginning of year	$ -	$ (385,988.73)
GOMESA Funds	$ 2,438,666.50	$ 385,988.73
Total available cash and anticipated revenue	$ 2,438,666.50	$ -
EXPENDITURES		
Capital Outlay: Sanitary Sewer Lines	$ 2,438,666.50	$ -
TOTAL EXPENDITURES	$ 2,438,666.50	$ -
YEAR END BALANCE	$ -	$ -
BALANCE	$ 2,438,666.50	$ -

HICKORY HILL AREA WTR QLTY / SW IMPS : Fund 362

REVENUES		
Balance at beginning of year	$ -	$ -
GOMESA Funds	$ -	$ 2,973,981.00
Total available cash and anticipated revenue	$ -	$ 2,973,981.00
EXPENDITURES		
Capital Outlay: Storm Water Run Off Imps	$ -	$ 2,973,981.00
TOTAL EXPENDITURES	$ -	$ 2,973,981.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 2,973,981.00

HEAD START DRAINAGE IMPROVEMENT: FUND 370

REVENUES		
Balance at beginning of year	$ -	$ (152,869.94)
JCBS Inter Local Funds	$ -	$ 226,908.95
Total available cash and anticipated revenue	$ -	$ 74,039.01
EXPENDITURES		
Other Services & Charges	$ -	$ 74,039.01
TOTAL EXPENDITURES	$ -	$ 74,039.01
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 74,039.01

ANIMAL SHELTER WATER MAIN EXT: FUND 371

REVENUES		
Balance at beginning of year	$ -	$ (179,775.50)
JCBS Inter Local Funds	$ -	$ 282,075.50
Total available cash and anticipated revenue	$ -	$ 102,300.00
EXPENDITURES		
Capital Outlay: Water System Imps	$ -	$ 102,300.00
TOTAL EXPENDITURES	$ -	$ 102,300.00
YEAR END BALANCE	$ -	$ -
BALANCE	$ -	$ 102,300.00

WATER AND SEWER UTILITY FUND: FUND 400

REVENUES		
Water Sales	$ 3,850,000.00	$ 4,240,000.00
Sewer Sales	$ 2,000,000.00	$ 2,586,005.00
Wastewater Treatment Collections	$ 2,300,000.00	$ 2,960,370.00
Capacity Fee	$ 450,000.00	$ 547,000.00
Service Connections	$ 80,000.00	$ 80,000.00
Miscellaneous	$ 420,000.00	$ 428,000.00
Transfers In	$ -	$ -
Total Revenue from All Sources	$ 9,100,000.00	$ 10,841,375.00
Balance at Beginning of Year	$ 2,700,000.00	$ 2,000,000.00
Total available cash and anticipated revenue	$ 11,800,000.00	$ 12,841,375.00
EXPENDITURES		
WATER & SEWER - ADMINISTRATION		
Personnel Services	$ 541,083.00	$ 560,570.00
Supplies	$ 23,000.00	$ 23,000.00
Other Services & Charges	$ 2,509,189.00	$ 3,288,400.00
Capital Outlay	$ 22,000.00	$ 49,000.00
Total Water & Sewer	$ 3,095,272.00	$ 3,920,970.00
WATER & SEWER - OPERATION & MAINTENANCE		
Supplies	$ 290,000.00	$ 290,000.00
Other Services & Charges	$ 3,536,359.00	$ 3,373,072.00
Capital Outlay	$ 150,000.00	$ 155,000.00
Total Water & Sewer	$ 3,976,359.00	$ 3,818,072.00
OTHER		
Debt Service	$ 1,065,477.00	$ 1,069,872.00
Contingency Fund	$ 200,000.00	$ 200,000.00
Transfer to General Fund	$ 780,000.00	$ 1,100,000.00
Transfer to Capital Project Funds	$ 321,564.00	$ -
Transfer to Debt Service & Reserve Funds	$ 692,000.00	$ 692,000.00
Total Other	$ 3,059,041.00	$ 3,061,872.00
TOTAL EXPENDITURES	$ 10,130,672.00	$ 10,800,914.00
YEAR END BALANCE	$ 1,669,328.00	$ 2,040,461.00
BALANCE	$ 11,800,000.00	$ 12,841,375.00

SOLID WASTE FUND: FUND 404

REVENUES		
Balance at beginning of year	$ 83,500.00	$ 96,000.00
Garbage Collection Fees	$ 1,592,640.00	$ 1,587,600.00
Total available cash and anticipated revenue	$ 1,676,140.00	$ 1,683,600.00
EXPENDITURES		
Other Services and Charges	$ 1,305,000.00	$ 1,286,388.00
Transfer to General Fund	$ 300,000.00	$ 300,000.00
TOTAL EXPENDITURES	$ 1,605,000.00	$ 1,586,388.00
YEAR END BALANCE	$ 71,140.00	$ 97,212.00
BALANCE	$ 1,676,140.00	$ 1,683,600.00

MSB - WATER IONIZATION PROJECT: FUND 421

REVENUES				
Balance at beginning of year	$	47,562.52	$	-
Total available cash and anticipated revenue	$	47,562.52	$	-
EXPENDITURES				
Capital Outlay	$	47,562.52	$	-
TOTAL EXPENDITURES	$	47,562.52	$	-
YEAR END BALANCE	$	-	$	-
BALANCE	$	47,562.52	$	-

RESERVE FUND - 2013 3.5 SO BOND: FUND 497

REVENUES				
Balance at Beginning of Year	$	166,050.76	$	-
Miscellaneous - Interest	$	45.00	$	-
Total available cash and anticipated revenue	$	166,095.76	$	-
EXPENDITURES				
Debt Service	$	45.00	$	-
TOTAL EXPENDITURES	$	45.00	$	-
YEAR END BALANCE	$	166,050.76	$	-
BALANCE	$	166,095.76	$	-

RESERVE FUND-2020 UTILITY BOND REFI: FUND 498

REVENUES				
Balance at Beginning of Year	$	257,657.00	$	255,797.81
Miscellaneous - Interest	$	450.00	$	600.00
Total available cash and anticipated revenue	$	258,107.00	$	256,397.81
EXPENDITURES				
Debt Service	$	-	$	-
TOTAL EXPENDITURES	$	-	$	-
YEAR END BALANCE	$	258,107.00	$	256,397.81
BALANCE	$	258,107.00	$	256,397.81

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Submission ID: P21378953
Submission Date: 6/11/2024 2:49 PM
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Disclosure Categories

Voluntary Disclosure

Budget: FY 2024 Budget - City of Gautier, MS, for the year ended 09/30/2023

Document

File	Period Date
FY 2024 Budget - City of Gautier, MS.pdf	06/11/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
36806P	CITY OF GAUTIER, MISSISSIPPI
368069	CITY OF GAUTIER, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 94
The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBZ6	TAXABLE COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2020	12/17/2020	07/01/2033	1.75
368069AW0	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	05/05/2020	08/01/2030	1.75
36806PBD5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2020	3.125
36806PBE3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2021	3.25
36806PBF0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2022	3.25
36806PBG8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2023	3.375
36806PBH6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2024	3.375
36806PBJ2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2025	3.5
36806PBK9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2026	3.5
36806PBL7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2027	3.5
36806PBM5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2028	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBN3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2029	3.5
36806PBP8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2030	2.5
36806PBQ6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2031	2.5
36806PBR4	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2032	2.5
36806PBS2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2033	2.5
36806PBT0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2034	2.5
36806PBU7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2035	2.5
36806PBV5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2036	2.5
36806PBW3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2037	2.625
36806PBX1	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2038	2.625
36806PBY9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2039	2.625
60534WK64	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2021	3
60534WK72	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2022	3
60534WK80	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2023	3
60534WK98	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2024	3
60534WL22	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2025	4
60534WL30	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2026	4
60534WL48	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2027	4
60534WL55	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2028	4
60534WL63	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2029	4
60534WL71	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2034	3.125
60534WL89	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2039	3.5
60534WL97	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2041	3.5
36806PAH7	BDS 2018	06/01/2018	05/01/2019	4.375
36806PAJ3	BDS 2018	06/01/2018	05/01/2020	4.375
36806PAK0	BDS 2018	06/01/2018	05/01/2021	4.25
36806PAL8	BDS 2018	06/01/2018	05/01/2022	4.25
36806PAM6	BDS 2018	06/01/2018	05/01/2023	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAN4	BDS 2018	06/01/2018	05/01/2024	4.25
36806PAP9	BDS 2018	06/01/2018	05/01/2025	4
36806PAQ7	BDS 2018	06/01/2018	05/01/2026	4
36806PAR5	BDS 2018	06/01/2018	05/01/2027	4
36806PAS3	BDS 2018	06/01/2018	05/01/2028	4
36806PAT1	BDS 2018	06/01/2018	05/01/2029	3.125
36806PAU8	BDS 2018	06/01/2018	05/01/2030	3.125
36806PAV6	BDS 2018	06/01/2018	05/01/2031	3.25
36806PAW4	BDS 2018	06/01/2018	05/01/2032	3.25
36806PAX2	BDS 2018	06/01/2018	05/01/2033	3.5
36806PAY0	BDS 2018	06/01/2018	05/01/2034	3.75
36806PAZ7	BDS 2018	06/01/2018	05/01/2035	3.75
36806PBA1	BDS 2018	06/01/2018	05/01/2036	3.75
36806PBB9	BDS 2018	06/01/2018	05/01/2037	4
36806PBC7	BDS 2018	06/01/2018	05/01/2038	4
60534TQZ1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2014	2
60534TRA5	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2015	2
60534TRB3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2016	2
60534TRC1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2017	3
60534TRD9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2018	3
60534TRE7	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2019	3
60534TRF4	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2020	3
60534TRG2	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2021	3
60534TRH0	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2022	3.5
60534TRJ6	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2023	3.625
60534TRK3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2026	4.25
60534TRL1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2029	4.75
60534TRM9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2033	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAA2	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2013	2
36806PAB0	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2014	2
36806PAC8	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2015	2
36806PAD6	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2016	2
36806PAE4	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2017	2
36806PAF1	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2018	2
36806PAG9	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2019	2
368069AA8	GO BONDS, SERIES 2010	08/01/2010	08/01/2011	2.875
368069AB6	GO BONDS, SERIES 2010	08/01/2010	08/01/2012	2.875
368069AC4	GO BONDS, SERIES 2010	08/01/2010	08/01/2013	2.875
368069AD2	GO BONDS, SERIES 2010	08/01/2010	08/01/2014	3
368069AE0	GO BONDS, SERIES 2010	08/01/2010	08/01/2015	3
368069AF7	GO BONDS, SERIES 2010	08/01/2010	08/01/2016	3
368069AG5	GO BONDS, SERIES 2010	08/01/2010	08/01/2017	3
368069AH3	GO BONDS, SERIES 2010	08/01/2010	08/01/2018	3
368069AJ9	GO BONDS, SERIES 2010	08/01/2010	08/01/2019	3
368069AK6	GO BONDS, SERIES 2010	08/01/2010	08/01/2020	3
368069AL4	GO BONDS, SERIES 2010	08/01/2010	08/01/2021	3
368069AM2	GO BONDS, SERIES 2010	08/01/2010	08/01/2022	3.25
368069AN0	GO BONDS, SERIES 2010	08/01/2010	08/01/2023	3.25
368069AP5	GO BONDS, SERIES 2010	08/01/2010	08/01/2024	3.5
368069AQ3	GO BONDS, SERIES 2010	08/01/2010	08/01/2025	3.5
368069AR1	GO BONDS, SERIES 2010	08/01/2010	08/01/2026	3.625
368069AS9	GO BONDS, SERIES 2010	08/01/2010	08/01/2027	3.75
368069AT7	GO BONDS, SERIES 2010	08/01/2010	08/01/2028	4
368069AU4	GO BONDS, SERIES 2010	08/01/2010	08/01/2029	4
368069AV2	GO BONDS, SERIES 2010	08/01/2010	08/01/2030	4

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NOTICE OF FAILURE TO FILE
FY 2023 Audited Financial Statements

Issuer: City of Gautier, Mississippi

NOTICE IS HEREBY PROVIDED that the unaudited and/or Audited Financial Statements for Fiscal Year 2023 of the City of Gautier, Mississippi are unavailable for filing at this time. The financial statements will be filed upon availability thereof.

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Submission ID: P21346705
Submission Date: 2/20/2024 4:25 PM
Status: PUBLISHED

Disclosure Categories

Rule 15c2-12 Disclosure

Failure to Provide Annual Financial Information: Notice of Failure to File FY 2023 Audit - Gautier, MS, for the year ended 09/30/2023

Document

File	Period Date
Notice of Failure to File FY 2023 Audit - Gautier,	02/20/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
36806P	CITY OF GAUTIER, MISSISSIPPI
368069	CITY OF GAUTIER, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 94
The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBZ6	TAXABLE COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2020	12/17/2020	07/01/2033	1.75
368069AW0	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	05/05/2020	08/01/2030	1.75
36806PBD5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2020	3.125
36806PBE3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2021	3.25
36806PBF0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2022	3.25
36806PBG8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2023	3.375
36806PBH6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2024	3.375
36806PBJ2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2025	3.5
36806PBK9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2026	3.5
36806PBL7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2027	3.5
36806PBM5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2028	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBN3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2029	3.5
36806PBP8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2030	2.5
36806PBQ6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2031	2.5
36806PBR4	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2032	2.5
36806PBS2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2033	2.5
36806PBT0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2034	2.5
36806PBU7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2035	2.5
36806PBV5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2036	2.5
36806PBW3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2037	2.625
36806PBX1	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2038	2.625
36806PBY9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2039	2.625
60534WK64	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2021	3
60534WK72	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2022	3
60534WK80	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2023	3
60534WK98	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2024	3
60534WL22	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2025	4
60534WL30	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2026	4
60534WL48	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2027	4
60534WL55	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2028	4
60534WL63	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2029	4
60534WL71	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2034	3.125
60534WL89	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2039	3.5
60534WL97	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2041	3.5
36806PAH7	BDS 2018	06/01/2018	05/01/2019	4.375
36806PAJ3	BDS 2018	06/01/2018	05/01/2020	4.375
36806PAK0	BDS 2018	06/01/2018	05/01/2021	4.25
36806PAL8	BDS 2018	06/01/2018	05/01/2022	4.25
36806PAM6	BDS 2018	06/01/2018	05/01/2023	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAN4	BDS 2018	06/01/2018	05/01/2024	4.25
36806PAP9	BDS 2018	06/01/2018	05/01/2025	4
36806PAQ7	BDS 2018	06/01/2018	05/01/2026	4
36806PAR5	BDS 2018	06/01/2018	05/01/2027	4
36806PAS3	BDS 2018	06/01/2018	05/01/2028	4
36806PAT1	BDS 2018	06/01/2018	05/01/2029	3.125
36806PAU8	BDS 2018	06/01/2018	05/01/2030	3.125
36806PAV6	BDS 2018	06/01/2018	05/01/2031	3.25
36806PAW4	BDS 2018	06/01/2018	05/01/2032	3.25
36806PAX2	BDS 2018	06/01/2018	05/01/2033	3.5
36806PAY0	BDS 2018	06/01/2018	05/01/2034	3.75
36806PAZ7	BDS 2018	06/01/2018	05/01/2035	3.75
36806PBA1	BDS 2018	06/01/2018	05/01/2036	3.75
36806PBB9	BDS 2018	06/01/2018	05/01/2037	4
36806PBC7	BDS 2018	06/01/2018	05/01/2038	4
60534TQZ1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2014	2
60534TRA5	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2015	2
60534TRB3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2016	2
60534TRC1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2017	3
60534TRD9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2018	3
60534TRE7	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2019	3
60534TRF4	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2020	3
60534TRG2	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2021	3
60534TRH0	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2022	3.5
60534TRJ6	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2023	3.625
60534TRK3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2026	4.25
60534TRL1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2029	4.75
60534TRM9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2033	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAA2	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2013	2
36806PAB0	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2014	2
36806PAC8	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2015	2
36806PAD6	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2016	2
36806PAE4	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2017	2
36806PAF1	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2018	2
36806PAG9	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2019	2
368069AA8	GO BONDS, SERIES 2010	08/01/2010	08/01/2011	2.875
368069AB6	GO BONDS, SERIES 2010	08/01/2010	08/01/2012	2.875
368069AC4	GO BONDS, SERIES 2010	08/01/2010	08/01/2013	2.875
368069AD2	GO BONDS, SERIES 2010	08/01/2010	08/01/2014	3
368069AE0	GO BONDS, SERIES 2010	08/01/2010	08/01/2015	3
368069AF7	GO BONDS, SERIES 2010	08/01/2010	08/01/2016	3
368069AG5	GO BONDS, SERIES 2010	08/01/2010	08/01/2017	3
368069AH3	GO BONDS, SERIES 2010	08/01/2010	08/01/2018	3
368069AJ9	GO BONDS, SERIES 2010	08/01/2010	08/01/2019	3
368069AK6	GO BONDS, SERIES 2010	08/01/2010	08/01/2020	3
368069AL4	GO BONDS, SERIES 2010	08/01/2010	08/01/2021	3
368069AM2	GO BONDS, SERIES 2010	08/01/2010	08/01/2022	3.25
368069AN0	GO BONDS, SERIES 2010	08/01/2010	08/01/2023	3.25
368069AP5	GO BONDS, SERIES 2010	08/01/2010	08/01/2024	3.5
368069AQ3	GO BONDS, SERIES 2010	08/01/2010	08/01/2025	3.5
368069AR1	GO BONDS, SERIES 2010	08/01/2010	08/01/2026	3.625
368069AS9	GO BONDS, SERIES 2010	08/01/2010	08/01/2027	3.75
368069AT7	GO BONDS, SERIES 2010	08/01/2010	08/01/2028	4
368069AU4	GO BONDS, SERIES 2010	08/01/2010	08/01/2029	4
368069AV2	GO BONDS, SERIES 2010	08/01/2010	08/01/2030	4

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Submission ID: P21378950
Submission Date: 6/11/2024 2:47 PM
Status: PUBLISHED

Disclosure Categories

Voluntary Disclosure

Other Financial / Operating Data: Unaudited FY 2023 Information - City of Gautier, MS, for the year ended 09/30/2023

Document

File	Period Date
Unaudited FY 2023 Information - City of Gautier, M	06/11/2024

Associated Securities

The following are associated with this continuing disclosure submission.

CUSIP-6	Issuer Name
36806P	CITY OF GAUTIER, MISSISSIPPI
368069	CITY OF GAUTIER, MISSISSIPPI
60534W	MISSISSIPPI DEVELOPMENT BANK
60534T	MISSISSIPPI DEVELOPMENT BANK

Total CUSIPs associated with this submission: 94
The disclosure will be published for the following securities.

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBZ6	TAXABLE COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2020	12/17/2020	07/01/2033	1.75
368069AW0	GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020	05/05/2020	08/01/2030	1.75
36806PBD5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2020	3.125
36806PBE3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2021	3.25
36806PBF0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2022	3.25
36806PBG8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2023	3.375
36806PBH6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2024	3.375
36806PBJ2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2025	3.5
36806PBK9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2026	3.5
36806PBL7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2027	3.5
36806PBM5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2028	3.5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PBN3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2029	3.5
36806PBP8	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2030	2.5
36806PBQ6	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2031	2.5
36806PBR4	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2032	2.5
36806PBS2	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2033	2.5
36806PBT0	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2034	2.5
36806PBU7	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2035	2.5
36806PBV5	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2036	2.5
36806PBW3	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2037	2.625
36806PBX1	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2038	2.625
36806PBY9	COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2019	12/18/2019	12/01/2039	2.625
60534WK64	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2021	3
60534WK72	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2022	3
60534WK80	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2023	3
60534WK98	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2024	3
60534WL22	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2025	4
60534WL30	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2026	4
60534WL48	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2027	4
60534WL55	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2028	4
60534WL63	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2029	4
60534WL71	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2034	3.125
60534WL89	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2039	3.5
60534WL97	SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)	04/11/2019	03/01/2041	3.5
36806PAH7	BDS 2018	06/01/2018	05/01/2019	4.375
36806PAJ3	BDS 2018	06/01/2018	05/01/2020	4.375
36806PAK0	BDS 2018	06/01/2018	05/01/2021	4.25
36806PAL8	BDS 2018	06/01/2018	05/01/2022	4.25
36806PAM6	BDS 2018	06/01/2018	05/01/2023	4.25

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAN4	BDS 2018	06/01/2018	05/01/2024	4.25
36806PAP9	BDS 2018	06/01/2018	05/01/2025	4
36806PAQ7	BDS 2018	06/01/2018	05/01/2026	4
36806PAR5	BDS 2018	06/01/2018	05/01/2027	4
36806PAS3	BDS 2018	06/01/2018	05/01/2028	4
36806PAT1	BDS 2018	06/01/2018	05/01/2029	3.125
36806PAU8	BDS 2018	06/01/2018	05/01/2030	3.125
36806PAV6	BDS 2018	06/01/2018	05/01/2031	3.25
36806PAW4	BDS 2018	06/01/2018	05/01/2032	3.25
36806PAX2	BDS 2018	06/01/2018	05/01/2033	3.5
36806PAY0	BDS 2018	06/01/2018	05/01/2034	3.75
36806PAZ7	BDS 2018	06/01/2018	05/01/2035	3.75
36806PBA1	BDS 2018	06/01/2018	05/01/2036	3.75
36806PBB9	BDS 2018	06/01/2018	05/01/2037	4
36806PBC7	BDS 2018	06/01/2018	05/01/2038	4
60534TQZ1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2014	2
60534TRA5	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2015	2
60534TRB3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2016	2
60534TRC1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2017	3
60534TRD9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2018	3
60534TRE7	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2019	3
60534TRF4	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2020	3
60534TRG2	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2021	3
60534TRH0	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2022	3.5
60534TRJ6	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2023	3.625
60534TRK3	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2026	4.25
60534TRL1	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2029	4.75
60534TRM9	SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)	08/13/2013	07/01/2033	5

CUSIP-9	Issue Description	Dated Date	Maturity Date	Coupon (%)
36806PAA2	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2013	2
36806PAB0	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2014	2
36806PAC8	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2015	2
36806PAD6	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2016	2
36806PAE4	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2017	2
36806PAF1	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2018	2
36806PAG9	COMBINED UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2012	05/31/2012	03/01/2019	2
368069AA8	GO BONDS, SERIES 2010	08/01/2010	08/01/2011	2.875
368069AB6	GO BONDS, SERIES 2010	08/01/2010	08/01/2012	2.875
368069AC4	GO BONDS, SERIES 2010	08/01/2010	08/01/2013	2.875
368069AD2	GO BONDS, SERIES 2010	08/01/2010	08/01/2014	3
368069AE0	GO BONDS, SERIES 2010	08/01/2010	08/01/2015	3
368069AF7	GO BONDS, SERIES 2010	08/01/2010	08/01/2016	3
368069AG5	GO BONDS, SERIES 2010	08/01/2010	08/01/2017	3
368069AH3	GO BONDS, SERIES 2010	08/01/2010	08/01/2018	3
368069AJ9	GO BONDS, SERIES 2010	08/01/2010	08/01/2019	3
368069AK6	GO BONDS, SERIES 2010	08/01/2010	08/01/2020	3
368069AL4	GO BONDS, SERIES 2010	08/01/2010	08/01/2021	3
368069AM2	GO BONDS, SERIES 2010	08/01/2010	08/01/2022	3.25
368069AN0	GO BONDS, SERIES 2010	08/01/2010	08/01/2023	3.25
368069AP5	GO BONDS, SERIES 2010	08/01/2010	08/01/2024	3.5
368069AQ3	GO BONDS, SERIES 2010	08/01/2010	08/01/2025	3.5
368069AR1	GO BONDS, SERIES 2010	08/01/2010	08/01/2026	3.625
368069AS9	GO BONDS, SERIES 2010	08/01/2010	08/01/2027	3.75
368069AT7	GO BONDS, SERIES 2010	08/01/2010	08/01/2028	4
368069AU4	GO BONDS, SERIES 2010	08/01/2010	08/01/2029	4
368069AV2	GO BONDS, SERIES 2010	08/01/2010	08/01/2030	4

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CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Authorization to remove broken office equipment from the City of Gautier's inventory**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Authorization to remove broken office equipment from the City of Gautier's Inventory

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2024

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN OFFICE EQUIPMENT FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following office equipment be removed from inventory and declared surplus:

- Office Chair - asset numbers 2479
- Fujitsu Scanner – asset number 401
- Dell Computer Tower – (no inventory asset tag)

WHEREAS, the Mayor and Members of the Council have determined that given the condition, this equipment has no value, and therefore removal from inventory and declared surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the office equipment described above is hereby removed from inventory and declared surplus.

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 2nd of July, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 06/25/2024
Subject: Authorization to remove broken equipment and furniture from he City of Gautier's inventory

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REQUEST:
City Council authorization is requested by the City Clerk's Department to remove the following items from the City of Gautier's inventory and discard or surplus. Asset number 2479, office chair, asset number 401, Fujitsu Scanner and Dell computer tower that has no inventory asset tag.

BACKGROUND:
The City Clerk's department has determined that these items are no longer in working order or outdated, and they have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:
None

RECOMMENDATION:
The City Staff recommends that City Council authorize the removal of these items from inventory so the inventory spreadsheet may be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Authorization to advertise for bids to select a bank depository for the period of September 2024 - September 2028, pursuant to state law**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Authorization is requested to advertise for bids to select a bank depository(s) for the period of September 2024 – September 2028, pursuant to section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

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, Mississippi state law requires local governments to advertise for bids every four years for municipal depositories; and

WHEREAS, the request for proposal specifies that the City desires a variable interest rate, not fixed, for the most competitive savings rate; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to advertise for bids to select a bank depository(s) for the period of September 2024 – September 2028, pursuant to Section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

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 July 2, 2024.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Sherry Farabee, Deputy City Clerk
Date:	06/25/2024
Subject:	Authorization to advertise for proposals to select a bank depository for the period September 2024 to September 2028 pursuant to state laws

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REQUEST:

The City Clerk's Department requests authorization to advertise for proposals to select bank depositories for the period September 2024 - September 2028 pursuant to section 27-105-305, 27-105-363. and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

BACKGROUND:

Every four years, the City must advertise for depository services. Community Bank is currently the City's lead depository and The Peoples Bank is the secondary bank depository. The request for proposal specifies that the City desires a variable interest rate, not fixed, for the most competitive savings rate. The City has utilized the current depositories with varying services for more than 4 years.

DISCUSSION:

RECOMMENDATION:

The City Council shall:

1) Authorize to advertise for proposal bids for the Bank Depository

ATTACHMENTS:

1. Advertisment for Depository 2024
2. City of Gautier depository bid specs 2024 RFP

ADVERTISEMENT FOR BIDS

Notice is hereby given that the City of Gautier, Mississippi will receive sealed bids at the Gautier Municipal Building, 3330 Highway 90, Gautier, Mississippi, until 10:00 AM on Wednesday, July 24, 2024 for the following:

"Bank Depository Services"

Each bank is directed to Sections 27-105-303, 27-105-305, & 27-105-6, Mississippi Code of 1972 Annotated. Specifications are on file in the Administration (City Clerk) Department. Bids shall be delivered to the Purchasing Agent located at 3330 Hwy 90 Gautier, MS 39553 and the envelope(s) plainly marked "Bid – Bank Depository Services".

Bids shall apply to bank depository services to be rendered from September 2024 through September 2028.

All bid envelopes should contain the bidder's name and mailing address on the face of the envelope.

The City reserves the right to reject any and all bids and to waive any informality in the bid accepted.

Leoqueita Reddix
Purchasing Agent
City of Gautier, MS

Publication Dates: July 7th and 14th, 2024
Open Date: July 24, 2024

Sun Herald

City of Gautier
Invitation for Bids
(SPECIFICATIONS)

Notice is hereby given to all financial institutions in the City limits and surrounding areas of Gautier, Mississippi, whose accounts are insured by Federal Deposit Insurance Corporation of the Federal Savings & Loan Insurance Corporation that the City of Gautier will be accepting sealed bids for the privilege of keeping City funds, for the period of September 2024 – September 2028 pursuant to section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

Please address submissions: City of Gautier Purchasing Department, Attention Leoqueita Reddix, 3330 Hwy 90, Gautier, MS 39553, and plainly mark on the front of the envelope "Bid City Depository." Proposals may be delivered in person to the Purchasing Department located at 3330 Hwy 90, Gautier, MS. Any proposal sent through the US Mail is done so at the risk of the bank submitting said proposal.

The City reserves the right to reject any and all bids.

The intent of the City Council is to select a banking institution that is able to provide all services required to serve as a City Depository / Depositories. The City will continue to solicit investment opportunities from all banks represented in the City area. Each bank is directed to Sections 27-105-303, 27-105-305, & 27-105-6, Mississippi Code of 1972 Annotated.

The bid proposal shall include the following, with responses indicating the number responding to:

1. Kind of security, as authorized by law, that the bank proposes to give as security for the funds

2. Provide guaranteed minimum interest rate on the NOW and SUPER NOW accounts at 100% of balances (indicating possible rate increase when applicable)
3. Safe deposit box fee (10 X 10 minimum)
4. Minimum balance fee and amount of minimum required if any
5. Demand deposit account fee
6. NOW account fee
7. Money market deposit account fee
8. Stop payment fee
9. Money order processing fee
10. Direct deposit processing fee for payroll and bank's procedure for this service
11. Bank draft fee for processing citizen payments and bank's procedure for this service
12. Acknowledgement that at the beginning of every month a statement will be provided to the City in duplicate showing the daily balances of the City money held during the month next proceeding
13. Designate in your bid if the bank is willing to distribute funds on a daily basis so that all deposits and withdrawals can be made by the City through one bank, in the event the City selects more than one bank as a depository – (indicate if there is a fee)
14. Indicate, if chosen as lead bank, whether your bank will handle opening accounts with other banks
15. Indicate maximum and minimum balance, at any one time, that the City can place on deposit with your financial institution
16. Provide certificate from State Treasurer designating your institution has qualified as an insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation, may qualify as a depository if the institution qualifies as a public funds depository under Section 27-105-5, or a public fund guaranty pool member under Sections 27-105-5 and 27-105-6.
17. Provide electronic banking services on line such as daily/monthly activity statements, view checks that have been paid, view

deposits made, issue stop payments, wire transfers, etc. and any fee associated for such services

18. Interest paid on all funds combined on a daily basis.
19. Provide a complete fee / charge schedule.
20. Rates of interest to be paid on checking accounts. If the rate is subject to change as market conditions fluctuate, please give the proposed rate.
21. Cancelled checks are required to be provided in bank statements and if any fee is charged for service.
22. Any charges for bank statements reflecting activity through the last working day of each month.
23. The ability to accept credit cards for payment of fees & services. The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of credit cards.
24. The ability to accept debit cards for payments of fees and services.

    The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of debit cards.
25. The ability to accept on line payments from our website for payments for fees and services. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the services will be accommodated for acceptance of on-line payments.
26. Please provide a copy of the bank's current depository commission certificate.
27. Please provide information, fees or other information concerning other services your bank provides that may be an advantage to the City.

Note:

- The depository designation will be for a period of four (4) years.

- Submission of bid shall also allow your institution to be considered for the City to purchase certificates of deposit. You may submit bid for this purpose only if you so choose.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept GOMESA 2024 funding for the Martin Bluff and Hickory Hills Sewer Improvements**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000**

Summary Explanation: Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept Gulf of Mexico Energy Security Act (GOMESA) 2024 funding for the Martin Bluff and Hickory Hills Sewer Improvements Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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 was awarded a grant for the Martin Bluff and Hickory Hills Sewer Improvements Project; and

WHEREAS, federal funds were awarded through the Gulf of Mexico Energy Security Act (GOMESA) in the amount of $2,701,150; and

WHEREAS, the Martin Buff portion of the project consists of replacing the existing 4,000 LF of 8-inch sewer gravity main on Martin Bluff Road with a 16-inch PVC sewer gravity main, which will provide relief to the system and prevent sanitary sewer overflows, as well as provide capacity for future connections; and

WHEREAS, the Hickory Hills portion of the project consists of approximately 4,000 LF of new gravity sewer line, and grinder pumps to residents, which will expand the City's wastewater collection system further into the Hickory Hills Subdivision to service the current residents without access to the City's wastewater collection and eliminate a number of septic tanks; and

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

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

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 2, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: June 20, 2024

Subject: GOMESA – Martin Bluff and Hickory Hills Sewer Improvements Memorandum of Understanding with Mississippi Department of Marine Resources

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a Memorandum of Understanding with the Mississippi Department of Marine Resources to accept Gulf of Mexico Energy Security Act (GOMESA) 2024 funding for Martin Bluff and Hickory Hills Sewer Improvements.

BACKGROUND:
The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

DISCUSSION:
The City was awarded $2,701,150 in GOMESA funding for the Martin Bluff and Hickory Hills Improvement project.

The Martin Bluff portion of the project consists of replacing the existing 4,000 LF of 8-inch sewer gravity main on Martin Bluff Road with a 16-inch PVC sewer gravity main. This improvement would provide relief to the system and prevent sanitary sewer overflows, as well as provide capacity for future connections.

The Hickory Hills portion of the project consists of approximately 4,000 LF of new gravity sewer line, and grinder pumps to residents. This addition will expand the city's wastewater collection system further into the Hickory Hills Subdivision to service the current residents without access to the city's wastewater collection and eliminate a number of septic tanks.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a Memorandum of Understanding with the Mississippi Department of Marine Resources to accept Gulf of Mexico Energy Security Act (GOMESA) 2024 Funding for Martin Bluff and Hickory Hills Sewer Improvements in the amount of $2,701,150.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into a Memorandum of Understanding as presented; or
2. Not approve acceptance of the grant award as presented.

ATTACHMENT(S):

Memorandum of Understanding

STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
CITY OF GAUTIER

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Department of Marine Resources (hereinafter "MDMR") and the City of Gautier (hereinafter "COG") for the purpose of establishing the agreed upon conditions under which MDMR may allocate funds to COG for Martin Bluff and Hickory Hills Sewer Improvements ("the Project") pursuant to the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432 (hereinafter "GOMESA"). This MOU is entered into pursuant to and subject to the terms of GOMESA and relates to MDMR funds obtained through GOMESA, in the amount of Two Million Seven Hundred One Thousand One Hundred Fifty Dollars and No Cents ($2,701,150.00). The COG will use some or all of the funds, which will be provided on a reimbursement basis, to advance the Project.

RECITALS

WHEREAS, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

WHEREAS, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

WHEREAS, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

WHEREAS, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

WHEREAS, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

WHEREAS, the COG proposes the Project will improve Coastal Water Quality, protect our natural resources, and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems due to an insufficient sewer system. The Martin Bluff portion of the project consists of replacing the existing 4,000 linear feet of 8-inch sewer gravity main on Martin Bluff Road with 16-inch PVC sewer gravity main. The existing pipe is undersized and is resulting in numerous sanitary sewer overflows. This improvement would provide relief to the system and prevent sanitary sewer overflows, as well as provide capacity for future connections. The Hickory Hills portion of the project consists of approximately 4,000 linear feet of new gravity sewer line, and grinder pumps to residents. This addition will expand the city's wastewater collection system further into the Hickory Hills Subdivision to service the current residents without access to the city's wastewater collection, and eliminate a number of septic tanks; and,

WHEREAS, the COG asserts that the Project will improve water quality from a watershed that directly impacts the Gulf of Mexico, protect our natural resources, mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems due to an insufficient sewer system, as well as, protect the wetland marsh and the vegetative species and wildlife critical to the local ecology from damage occurring due to sewer overflow; and,

WHEREAS, the MDMR requests COG maintain on file all documentation related to the receipt, investment and expenditure of the funds provided for the Project, and furnish any such documentation to the MDMR upon request; and,

WHEREAS, COG agrees to expend the funds in accordance with the purposes as outlined in GOMESA; and,

WHEREAS, COG agrees to provide quarterly and final reports to MDMR that summarize the expenditure of the funds reimbursed by MDMR and the status of the Project until such time as the final expenditure of these funds has been made; and,

WHEREAS, MDMR finds, consistent with GOMESA, that it is in the best interest of the State of Mississippi that funds made available from GOMESA should be allocated to COG, on a reimbursement basis, for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI

DEPARTMENT OF MARINE RESOURCES AND CITY OF GAUTIER, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. This MOU shall be effective from July 1, 2024 to June 30, 2028 with one optional one-year (12 months) renewal, for a total of five (5) years, unless terminated earlier. The term may be extended prior to expiration upon the written agreement of both parties.

SECTION 3. MDMR, pursuant to GOMESA, shall provide funds received from Mississippi's allocation of GOMESA funding in an amount up to Two Million Seven Hundred One Thousand One Hundred Fifty Dollars and No Cents ($2,701,150.00) to COG, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

SECTION 4. COG shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDMR. COG shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by MDMR. All Reimbursement Requests for time periods ending June 30 of any year during the term of this MOU shall be submitted no later than July 31 of that same year. MDMR will pay all properly documented Reimbursement Requests within forty-five (45) days after MDMR's receipt of same, except for any amounts disputed by MDMR in good faith. Reimbursement Requests shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 5. COG agrees to use all funds received from MDMR as allocated from GOMESA funding **solely** for the purposes set forth herein and authorized by GOMESA and upon the terms and provisions of this MOU; and further, by execution of this MOU, COG does hereby certify that all GOMESA funds it receives from the MDMR shall be used exclusively for the Project. COG understands that failure on its part to adhere to any provision within this MOU may result in termination of this MOU by the MDMR and in immediate action by the State to recover any improperly expended funds.

SECTION 6. COG agrees to comply with all applicable provisions of 2 C.F.R. § 200, *et seq.*, including § 200.501 which states that a non-Federal entity that expends Seven Hundred Fifty Thousand Dollars and No/100 ($750,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

SECTION 7. COG agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also known as the Build America, Buy America Act.

SECTION 8. COG agrees to maintain on file all documentation in accordance with the recitals of this MOU and to submit such documentation to MDMR upon request.

SECTION 9. COG agrees to provide MDMR quarterly reports summarizing expenditure of GOMESA funds received from MDMR for the Project and the status of the Project until such time as the final expenditure or final investment of the funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. COG shall also provide MDMR with a final report summarizing the expenditures and use of the funds upon completion of the Project and final expenditure. Failure to timely submit reports may result in delay of payment of Reimbursement Requests. Reports shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 10. COG agrees to maintain copies of all invoices and documentation related to the funds allocated by MDMR for the Project sufficient to satisfy and confirm, to MDMR's satisfaction, that such funds have been expended **solely** for the purposes provided in GOMESA.

SECTION 11. COG shall comply with and all activities under this MOU shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 12. COG understands and acknowledges that if the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give MDMR the authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement or issue a Stop Work Order to COG in lieu of termination. If a Stop Work Order is issued, COG agrees to adhere to its terms.

SECTION 13. This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.

SECTION 14. Attached hereto as Attachment A and incorporated herein by reference is the document supporting the request for GOMESA funding submitted by COG. This document outlines the scope of work to be completed for the Project. Any change in the scope of work is subject to approval by the MDMR in writing and may require an amendment to this MOU and written approval of the GOMESA Committee and others.

SECTION 15. Attached hereto as Attachment B and incorporated herein by reference is the budget for the Project submitted by COG.

SECTION 16. Attached hereto as Attachment C and incorporated herein by reference is the Project Selection Form approved and executed by the GOMESA Committee. In the event of a

discrepancy between Attachment A and Attachment C, Attachment C will govern.

SECTION 17. All notices or information required or permitted to be given pursuant to this MOU shall be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For COG:
City of Gautier
Attention: Kimberly C. Saucier, Grants & Projects Director
3330 Highway 90
Gautier, MS 39553
ksaucier@gautier-ms.gov

For MDMR:
Mississippi Department of Marine Resources
Attention: Joe Spraggins, Executive Director
1141 Bayview Ave.
Biloxi, Mississippi 39530
Email: crystal.matta@dmr.ms.gov

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

By: _____

Joe Spraggins, Executive Director

Date: _____

CITY OF GAUTIER

By: _____

Casey Vaughan, Mayor

Date: _____

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Authorization to enter into a Design and Construction Assistance Agreement with the Army Corps of Engineers for the Gautier Water and Sewer Improvements and to execute the Information Request Form**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Authorization to enter into a Design and Construction Assistance Agreement with the Army Corps of Engineers for the Gautier Water and Sewer Improvements and to execute the Information Request Form

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 authorization from the City Council to enter into a Design and Construction Assistance Agreement with the Department of the Army, Corps of Engineers for the Gautier Water and Sewer Improvements and to execute the Information Request Form; and

WHEREAS, this project will provide design and construction assistance for publicly owned, non-federal water-related environmental infrastructure and resource protection and development projects in Mississippi, including projects for wastewater treatment and related facilities, elimination or control of combined sewer overflows, water supply and related facilities, and surface water resource protection and development; and

WHEREAS, there are five (5) water and sewer system rehabilitation projects which include the replacement or rehabilitation of the water supply well and lines and addressing sanitary sewer overflow to fully comply with environmental standards set by EPA within the City of Gautier; and

WHEREAS, the cost share agreement will be 75% federally funded and 25% non-federally funded; and

WHEREAS, federal funds have been appropriated under Section 592 and are available for this project in the amount of $2,700,000, with the total project cost estimated at $3,600,000; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the execution of the Design and Construction Assistance Agreement with the Department of Army, Corps of Engineers for the Gautier Water and Sewer Improvements Project and Information Request form is hereby authorized and approved.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 2, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: June 24, 2024

Subject: Gautier Water and Sewer Improvements (Section 592) – Approval of a Design and Construction Assistance Agreement with the Department of the Army and Execution of Required Documents

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REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a design and construction assistance agreement with the Department of the Army, Corps of Engineers for the Gautier Water and Sewer Improvements and to execute the required agreement, and Information Request Form.

BACKGROUND:

The project is authorized to provide design and construction assistance for publicly owned, non-federal water-related environmental infrastructure and resource protection and development projects in Mississippi, including projects for wastewater treatment and related facilities, elimination or control of combined sewer overflows, water supply and related facilities, and surface water resource protection and development pursuant to Section 592 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 592").

DISCUSSION:

There are 5 (five) water and sewer system rehabilitation projects which include the replacement or rehabilitation of the water supply well and lines and addressing sanitary sewer overflow to fully comply with environmental standards set by EPA within the City of Gautier.

Title	Project	Amount
Southeast Gautier Infiltration & Inflow Improvements	Implementation of rain gauges and flow monitoring in a systematic approach throughout the southeastern portion of the city to identify which areas are seeing the highest amounts of I&I during these rain events. Based on these investigations, repairs to these areas would be determined.	$660,692.00
West Park Dr Drainage	Remove existng 36" RCP and 58"x36" at oufall and replace with two (2) 42" RCP and add 28 new drainage structures and 4,000 LF of supporting pipe to move flooding runoff to outfall.	$938,328.00
Singing River Mall Property Water and Sewer Main Improvements	Design for a new gravity sewer line and water that would allow for cost attributed to the existing aging system to be decreased for the City while providing new opportunities with a newly designed system and layout.	1,005,180.00
Bucks Road Lift Station Replacement	Demo of the existing lift station and the installation of a new lift station to include wet well, valve pit, control panel, piping, appurtenances, shoring & dewatering and a new 80 KW generator.	$745,800.00
Replace Copper Pipe at the Public Works Chemical Building	Replacement of the copper pipe inside the Chemical Building with CPVC pipe to prevent corrosion. Construction options include replacing fixtures and valves such as the hot water heater, safety showers and mixing valve.	$100,000.00
Federal Costs to be Incurred	Project Management, EA, HTRW, Real Estate and design review	$150,000.00
		$3,600,000.00

The total project cost is estimated to be $3,600,000. The cost share agreement will be 75% federally funded and 25% non-federally funded. Of this amount, $2,700,000 of federal funds have been appropriated under Section 592 and are available for this project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council enter into a design and construction assistance agreement with the Department of the Army for the Gautier Water and Sewer Improvements and approve execution of the required agreement, and Information Request Form.

The City Council may:

1. Approve entering into a design and construction assistance agreement with the Department of the Army for the Gautier Water and Sewer Improvements and approve execution of the required agreements;
2. Not approve entering into a design and construction assistance agreement with the Department of the Army for the Gautier Water and Sewer Improvements Project and not approve execution of the required agreements.

ATTACHMENT(S):

1. Agreement
2. Information Request Form.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF GAUTIER
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
WATER AND SEWER IMPROVEMENTS FOR GAUTIER, MS

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for **Vicksburg District** (hereinafter the "District Commander") and the **City of Gautier** (hereinafter the "Non-Federal Sponsor"), represented by its **Mayor.**

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Mississippi, including projects for wastewater treatment and related facilities, elimination or control of combined sewer overflows, water supply and related facilities, and surface water resource protection and development pursuant to Section 592 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 592");

WHEREAS, Section 592(d)(3) provides that the Federal share of project costs under each agreement entered into under Section 592 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is $2,700,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Project" means **design and construction of water, sewer and drainage projects for the City of Gautier**, as generally described in the **Letter Report for Design and Construction Assistance for Water and Sewer Improvements for Gautier, MS**, dated **April 2024**, and approved by the **District Commander for Vicksburg District** on **May XX, 2024**.

DRAFT

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "project costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Non-Federal Sponsor's eligible pre-Agreement design work costs, if any; the Government's costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor's eligible costs for engineering, design, construction, and supervision and administration; the Non-Federal Sponsor's eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor's cost to negotiate this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "pre-Agreement design work" means the design work performed by the Non-Federal Sponsor prior to the effective date of this Agreement that the Government determines was accomplished in a satisfactory manner and is necessary for the Project.

G. The term "betterment" means a difference in the design or construction of an element of the Project that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to $2,700,000. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

B. The Non-Federal Sponsor shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto and the following:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsor's issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor are eligible for

inclusion in project costs. If the Non-Federal Sponsor incurred costs for pre-Agreement design work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of the Project, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice, unless an extension is requested by Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. Subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall be responsible for 75 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 calendar days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for 75 percent of the Non-Federal Sponsor's eligible costs included in each invoice, less 25 percent of the costs incurred by the Government during that same invoice period. The Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data

recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Project, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government and Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Upon written confirmation by the Government, the Non-Federal Sponsor shall, in accordance with Article IV.A., investigate to ensure that HTRW does not exist in, on, or under the real property interests to be acquired. The Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure that such real property interests are retained in public ownership.

B. The Government and Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) property owners will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in project costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market

value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2), the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds $10,000, up to a maximum of $25,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Except for permit work pursuant to Article V.A.4., any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsor after the effective date of this Agreement.

a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Mississippi would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. Design and Construction Work. The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsor after the effective date of this Agreement and eligible costs of pre-Agreement design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Agreement design work is expressed as fixed costs plus a percentage of project costs, the Non-Federal Sponsor shall calculate such costs based on actual costs.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels after completion of the design or construction work; pre-Agreement design work previously reimbursed under another agreement; pre-Agreement design work in excess of 6 percent of project costs; costs that exceed the Government's estimate of the cost for such design and construction work; design or construction work obtained at no cost to the Non-Federal Sponsor; or any construction work initiated prior to completion of environmental compliance.

4. Permit Work. The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsor after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction, operation, and maintenance of the Project on publicly owned or controlled real property interests.

Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of the Project in project costs.

5. Compliance with Federal Labor Laws. In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of project costs, and any such excess amount cannot be applied towards the non-Federal cost share for another project; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Agreement design work.

ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be $3,600,000, with the amount of Federal funds available for such work limited to $2,700,000. Costs incurred by the Government are projected to be $150,000. Costs incurred by the Non-Federal Sponsor are projected to be $3,450,000, which includes eligible design and construction work after the effective date of this Agreement projected to be $200,000, eligible pre-Agreement design work projected to be $0, eligible real property interests projected to be $0, eligible relocations projected to be $0, and eligible permit work projected to be $0. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor are projected to be $2,550,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available for the Project.

C. After the Non-Federal Sponsor has provided its final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will

determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to "FAO, USAED, **Vicksburg (B4)**" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, then subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor
City of Gautier
3330 US-90
Gautier, MS 39553

If to the Government:

District Commander
U.S. Army Corps of Engineers, Vicksburg District
4155 Clay Street
Vicksburg, MS 39183

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY	**City of Gautier, MS**
BY: _____	BY: _____
Christopher D. Klein **Colonel,** U.S. Army District Commander	**Casey Vaughan** **Mayor**
DATE: _____	DATE: _____

Section 592
Mississippi Environmental Infrastructure
Resource Protection and Development Program
Additional Information

Please fill in the blanks below:

Project Title: _____

_____

Non-Federal Sponsor: _____, _____

(City/County/Other entity) (County)

Represented by _____

(Name and tile of Mayor, Board Member or other Official)

The project will be constructed in: _____

(City/County/Other Jurisdiction)

This area is contained within U.S. Congressional District No. _____

Section 592 Project Point of Contact (name, title, phone number, email address):

_____

_____

PROJECT INFORMATION

Description of the Project (Please complete the following sentence):

The proposed work will include, but not be limited to, the design and construction of a project to. . .

_____

_____

_____

LERRDS (Land, Easements, Right-of-Way, Relocation, Displacements and Cost of Permits) (please include acreage & cost) [How much land needs to be acquired to construct the project and how much will it cost?]:

_____

_____

ESTIMATED FINANCIAL DATA:

Design Cost: _____

Construction Cost: _____

Pre-Agreement Design Cost (The Non-Federal Sponsor is allowed reimbursement of design costs incurred before the execution of the Project Partnership Agreement. The total reimbursed cannot exceed more than 6% of construction cost):

_____

The source of the non-Federal Sponsor's matching funds is:

_____

SCHEDULE: Estimated project duration is _____.

EFT Reimbursements

Please ensure your community is registered on **SAM.gov**. All reimbursement are done via electronic funds transfer (EFT) and cannot be completed if your community isn't registered. At you earliest convenience please provide the corresponding DUNS Number and CAGE Code for your community.

DUNS Number: _____

CAGE Code: _____

Tax ID Number: _____

APPROVED BY_____ DATE: _____

(Name, Title)

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Authorization to acknowledge bids and to award the contract for the Sanitary Sewer Rehabilitation Project, Phase II, to Suncoast Infrastructure, Inc.**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000**

Summary Explanation: Authorization to acknowledge the receipt of three bids and to award the contract for the Sanitary Sewer Rehabilitation Project, Phase II – College Park, Guillotteville Rd, and Valleywood Subdivision to Suncoast Infrastructure, Inc. for the base bid of $928,630 and additive alternate #1 for $149,500 and additive alternate #2 for $18,275, in a total amount not to exceed $1,096,405

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 City of Gautier has requested bids for the Sanitary Sewer Rehabilitation Project, Phase II - College Park, Guillotteville Rd, and Valleywood Subdivision; and

WHEREAS, on or before June 24, 2024, three bids were received by the City, all of which are hereby acknowledged; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Suncoast Infrastructure, Inc. for the base bid of $928,630, additive alternate #1 (CIPP Lining of 30" Gravity Sewer Main at Gautier-Vancleave and Valleywood) $149,500, and additive alternate #2 (Flow monitoring of 4 sites for 2 months) $18,275, in a total amount not to exceed $1,096,405; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Suncoast Infrastructure, Inc., in an amount not to exceed $1,096,405; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Suncoast Infrastructure, Inc., has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Suncoast Infrastructure, Inc., for the Sanitary Sewer Rehabilitation Project, Phase II - College Park, Guillotteville Rd, and Valleywood Subdivision is hereby authorized and approved, including the base bid, and additive alternates 1 and 2.

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 July 2, 2204.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kim Saucier, Grants and Projects Director

Date: June 24, 2024

Subject: Authorization to Acknowledge Bids and Award Contract for Sanitary Sewer Rehabilitation Phase II College Park, Guillotteville Rd., and Valleywood Subdivision

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REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of three bids for the Sanitary Sewer Rehabilitation Phase II College Park, Guillotteville Rd, and Valleywood Subdivision project and award a contract to the lowest and best bid to Suncoast Infrastructure, Inc. for the base bid of $928,630 and additive alternate #1 for $149,500 and additive alternate #2 for $18,275, in a total amount not to exceed $1,096,405.

BACKGROUND:

The residential neighborhoods of College Park, Guillotteville Road, and Valleywood Subdivisions were developed utilizing clay pipes for the sanitary sewer infrastructure. Due to the age and condition of the existing system, these pipes need relining. Currently, the existing sanitary sewer system has significant inflow and infiltration (I&I) problems. These conditions result in sewer overflows. The existing systems become surcharged and raw sanitary sewer is released inside homes, front yards, roads, and ditches.

The first phase of the project (completed October 2023) consisted of videoing and smoke testing of the sanitary sewer lines to determine the next steps and required repairs of the project.

Phase II of the project is the repair, replacement, and lining of the sanitary sewer lines and manholes for College Park, Guillotteville Road, and Valleywood Subdivision.

DISCUSSION:

Three bids for this project were received and opened on June 24, 2024. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to the lowest and best bid to Suncoast Infrastructure, Inc. for the base bid of $928,630, and additive alternate #1 (CIPP Lining of 30" Gravity Sewer Main at Gautier-Vancleave and Valleywood) $149,500, and additive alternate #2 (Flow monitoring of 4 sites for 2 months) $18,275, in an amount not to exceed $1,096,405.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of three bids for the Sanitary Sewer Rehabilitation Phase II College Park, Guillotteville Rd, and Valleywood Subdivision project and award a contract to the lowest and best bid to Suncoast Infrastructure, Inc. in an amount not to exceed $1,096,405.

The City Council may:

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

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation

MEMORANDUM

DATE: June 25, 2024

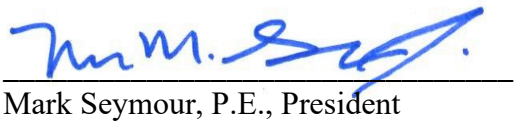
TO: Paula Yancey, City Manager
City of Gautier

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

SUBJECT: Acceptance Recommendation of Lowest and Best Bid
Sanitary Sewer Rehab Phase II

Please be advised that bids for this project were accepted on June 24, 2024 at Gautier City Hall. Seymour Engineering has reviewed all bids received and recommends accepting the lowest and best bid from Suncoast Infrastructure, INC. for the Base Bid + Add Alternative 1 and Add Alternative 2 in the amount of $1,096,405.

Seymour Engineering has done extensive research on the recommended Contractor and proposed subcontractors and have found them to be adequately qualified and capable of completing the work within the scope of this project.



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

Attachments/
Certified Bid Tabulation

GAUTIER

SEYMOUR ENGINEERING

Project: Sewer Rehabilitation Phase II

Bid Opening: June 24, 2024 11:00 a.m., Gautier City Hall

ITEM NO.	DESCRIPTION	UNIT	QTY	Contractor: Suncoast Infrastructure Address: 1858 Hwy 49 S City, State: Florence, MS 39073		Gulf Coast Underground 5655 Middle Road Theodore, AL 36582		JLB Contractors 21294 Johnson Rd. Long Beach, MS 39560	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	$54,525.00	$54,525.00	$30,000.00	$30,000.00	$125,000.00	$125,000.00
2	Traffic Control	LS	1	$23,830.00	$23,830.00	$20,000.00	$20,000.00	$75,000.00	$75,000.00
3	Silt Fence	LF	1500	$5.00	$7,500.00	$7.00	$10,500.00	$5.00	$7,500.00
4	Wattle	LF	600	$6.00	$3,600.00	$20.00	$12,000.00	$6.00	$3,600.00
5	Hydroseed and Fertilize	SY	3000	$1.75	$5,250.00	$11.00	$33,000.00	$4.00	$12,000.00
6	Sodding	SY	2000	$6.00	$12,000.00	$20.00	$40,000.00	$9.00	$18,000.00
7	CIPP Lining of 8" Gravity Sewer	LF	7450	$45.00	$335,250.00	$34.00	$253,300.00	$75.00	$558,750.00
8	CIPP Lining of 30" Gravity Sewer	LF	620	$230.00	$142,600.00	$258.50	$160,270.00	$400.00	$248,000.00
9	6" PVC Sewer Pipe SDR 26 (All Depths)	LF	725	$39.00	$28,275.00	$87.50	$63,437.50	$35.00	$25,375.00
10	6" Sewer Clean Out	EA	5	$1,220.00	$6,100.00	$2,389.00	$11,945.00	$850.00	$4,250.00
11	Removal of (6"- 8") Gravity Sewer	LF	725	$22.00	$15,950.00	$118.50	$85,912.50	$6.00	$4,350.00
12	Bypass	DAYS	20	$1,650.00	$33,000.00	$2,000.00	$40,000.00	$7,500.00	$150,000.00
13	Point Repairs - 8" Gravity Sewer	EA	15	$8,000.00	$120,000.00	$4,686.00	$70,290.00	$8,500.00	$127,500.00
14	Manhole Lining	EA	6	$3,550.00	$21,300.00	$2,603.00	$15,618.00	$6,500.00	$39,000.00
15	Replace Manhole Frames and Covers	EA	28	$1,075.00	$30,100.00	$1,384.00	$38,752.00	$4,000.00	$112,000.00
16	2' Raiser Cone on Manhole (Old Spanish Trail)	EA	1	$1,850.00	$1,850.00	$5,459.00	$5,459.00	$10,000.00	$10,000.00
17	Remove and Replace Concrete Driveway (6")	SY	100	$210.00	$21,000.00	$220.00	$22,000.00	$175.00	$17,500.00
18	Limestone (Size 610)	CY	400	$110.00	$44,000.00	$100.00	$40,000.00	$120.00	$48,000.00
19	Select Fill (Class 9)	CY	500	$21.00	$10,500.00	$36.00	$18,000.00	$25.00	$12,500.00
20	Geotextile Fabric	SF	3000	$4.00	$12,000.00	$3.50	$10,500.00	$6.00	$18,000.00
			TOTAL BASE BID =		**$928,630.00**		**$980,984.00**		**$1,616,325.00**
Additive Alternate No. 1									
A-1	CIPP Lining of 30" Gravity Sewer	LF	650	$230.00	$149,500.00	$329.00	$213,850.00	$435.00	$282,750.00
			TOTAL ADDITIVE ALTERNATE NO. 1 =		**$149,500.00**		**$213,850.00**		**$282,750.00**
Additive Alternate No. 2									
A-2	Flow Monitoring (2 Months)	LS	1	$18,275.00	$18,275.00	$26,428.60	$26,428.60	$45,000.00	$45,000.00
			TOTAL ADDITIVE ALTERNATE NO. 2 =		**$18,275.00**		**$26,428.60**		**$45,000.00**

Base Bid	**$928,630.00**		**$980,984.00**	**$1,616,325.00**
Base Bid + Alt 1	**$1,078,130.00**		**$1,194,834.00**	**$1,899,075.00**
Base Bid + Alt 1 + Alt 2	**$1,096,405.00**		**$1,221,262.60**	**$1,944,075.00**

Mathematical error were fouund in the bid, and the amount shown shows the corrected amount!

MATTHEW K. KIRKLAND LICENSED PROFESSIONAL ENGINEER 30578 6-25-24 STATE OF MISSISSIPPI

Prepared by: _____
Matt Kirkland, P.E.

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**July 2, 2024**
Title:	**Approval of water and sewer adjustments for July 2024 in the amount of $10,221.96**
Introduced by:	
Contact Person/Telephone	**Ramona Morgan 497- 8000**

Summary Explanation: Approval of water and sewer adjustments for July 2024 in the amount of $10,221.96

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 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 July 2024 in the amount of $10,221.96 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 July 2, 2024.

JULY 2024 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

	100	400	195	130	800		REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
007-03001-000	128.04	169.54	35.00			332.58	Leak at meter
015-12501-002		174.24	35.00			209.24	Pool Fill
016-24801-000		93.03	35.00			128.03	Pool Fill
021-03501-010		57.84	35.00			92.84	Pool Fill
021-12501-000		48.32				48.32	Pool Fill
025-02201-000	276.09	365.60	35.00			676.69	Theft of Utilities
029-16201-007		170.77				170.77	Pool Fill
035-05501-001		119.90				119.90	Pool Fill
035-13011-001		766.26		400.00	28.00	1,194.26	Line in yard
035-15601-003	353.86	864.83	35.00			1,253.69	Line in yard
056-15101-001	155.43	323.42	70.00			548.85	Behind Walls
065-00701-000		178.10	35.00			213.10	Pool Fill
080-25001-000	1,285.02	2,872.47	210.00			4,367.49	Behind Walls
119-20401-004		91.46	35.00			126.46	Pool Fill
125-17501-001	170.14	268.79	70.00	200.00	30.81	739.74	Theft of Utilities
TOTAL	2,368.58	6,564.57	630.00	600.00	58.81	10,221.96	

COMPLETED

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
July 2, 2024

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: