

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 3, 2024 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier Rotary Club will host its Annual Rotary Christmas Parade on Saturday, December 7th at 12pm.
2. Following the parade, Lights and Lagniappe on the Bayou will be Saturday, December 7th starting at 1pm at the former SR Mall Property.

IV. Presentation Agenda

1. MS4 Storm Water Update Presentation with Jay Estes

V. Business Agenda

1. Approval of an amendment to the Preliminary Plat approval of a Development Order for Legacy Park located at 4416 Highway 57, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of the Final Plat for Phase 1 of Legacy Park, located at 4416 Highway 57, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consideration for the Abatement at 7313 Martin Bluff Road, Gautier, MS

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

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

- 1. Receive October 2024 Privilege License Reports**
- 2. Authorization to close City Administration offices on Monday December 23rd in observance of Christmas/New Year Holiday**
- 3. Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Hickory Hills and Martin Bluff Sewer Improvements Project**

VII. STUDY AGENDA

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

Recess until December 17, 2024 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
December 3, 2024**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Gautier Rotary Club will host its Annual Rotary Christmas Parade on Saturday, December 7th at 12pm.
2. Following the parade, Lights and Lagniappe on the Bayou will be Saturday, December 7th starting at 1pm at the former SR Mall Property.

NOTES:



CITY OF GAUTIER'S ANNUAL

Lights & Lagniappe on the Bayou

Christmas Music

Pictures w/Santa

Face Painting

Children Craft Area

Train Rides

Carnival Rides

Dance Performances

Annual Tree Lighting

Light the Night Fireworks Show

**December 7th
1 PM**

Arts & Craft Vendors

A free event for the entire family to enjoy!

Former SR Mall Property 2800 Hwy 90

For more information call Gautier Parks & Recreation 228-497-2244

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
December 3, 2024**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. MS4 Storm Water Update Presentation with Jay Estes**

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:

December 3, 2024

**Approval of an amendment to the Preliminary
Plat approval of a Development Order for
Legacy Park located at 4416 Highway 57,
Gautier, MS**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

**Summary Explanation: Approval of an amendment to the Preliminary Plat approval of a
Development Order for Legacy Park located at 4416 Highway 57, Gautier, MS (PID#82430100.050)**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, following a recommendation for approval by the Planning Commission, the Preliminary Plat for Legacy Park was approved by City Council on April 16, 2024; and

WHEREAS, the Planning Department has received a request from Satjit Adlakha, member and manager of ATM Holdings, LLC, for approval of an amendment to the Preliminary Plat and for approval of a Development Order for Legacy Park, as indicated in the attached documentation; and

WHEREAS, the Development Order contains the plat amendment, and additional details regarding the project, including phasing and development information set forth herein; and

WHEREAS, the City of Gautier finds the amendment to the preliminary plat is in the best interests of the City; and

WHEREAS, the City further finds that approval of the attached Development Order is in the best interests of the City; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the amendment to the previously approved Preliminary Plat is hereby approved.

IT IS FURTHER ORDERED that the attached Development Order is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 2024.

**CITY OF GAUTIER
MEMO TO COUNCIL**

To: Mayor and City Council

From: Scott Ankerson, Planning Director

Date: November 21, 2024

Subject: Consider a request for approval of a Development Order and a Plat Amendment for Legacy Park, a recently approved Planned Unit Development, located at 4416 Highway 57, PID #82430100.050.

REQUEST:

The Planning Department has received a request from Satjit Adlakha, member and manager of ATM Holdings, LLC, for approval of a Development Order and a Plat Amendment for Legacy Park, a recently approved Planned Unit Development, located at 4416 Highway 57, PID #82430100.050.

BACKGROUND:

On April 4, 2024, the Planning Commission heard a request for a Zoning Change from C-3 Highway Commercial to a PUD Planned Unit Development at 4416 Highway 57, PID #82430100.050. The Planning Commission recommended the City Council approve the request. On April 16, 2024, the City Council approved the request.

DISCUSSION:

Satjit Adlakha is requesting approval of a Development Order and a Plat Amendment for the previously approved Planned Unit Development known as Legacy Park.

ATTACHMENTS:

1. Proposed Development Order and Plat Amendment

**A Minor Amendment and Development Plan for
Legacy Park, a Planned Unit Development by
ATM Holdings, LLC in Gautier, Mississippi**

WHEREAS, Legacy Park is a property is located along the east side of Highway 57 and north of Highway 90 with a physical address of 4416 Highway 57 Gautier, MS (PIDN: 82430100.050), comprising 19.84 acres (the "Property") and owned by ATM Holdings, LLC ("Developer");

WHEREAS, Legacy Park was submitted to the City of Gautier's Planning Department for consideration as a Planned Unit Development (PUD), the Planning Commission recommended approval of the PUD designation at its April 4, 2024, meeting, and the recommendation was affirmed by the Gautier City Council at the April 16, 2024 meeting;

WHEREAS, The City of Gautier's Planned Unit Development (PUD) regulations permit a deviation from standard sections of the Unified Development Code (2009, rev. 2002) ("UDC");

WHEREAS, Legacy Park is a Planned Unit Development (PUD), with its PUD application, as submitted and approved, acting as the Preliminary Plat and/or Master Plan under the UDC;

WHEREAS, Legacy Park is proposed as a mixed-use development that will include restaurants, medical facilities, retail, hospitality, and residential uses, to be constructed in phases ("Project");

WHEREAS, infrastructure within Legacy Park includes public roadways that will be dedicated to the City of Gautier;

WHEREAS, additional details regarding the Project, including phasing and development information set forth herein, will assist the infrastructure development and building construction as contemplated in the PUD for Legacy Park and allow for Planning Director approval without the need for further review by City Council;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 9.8 of the UDC, Developer and City of Gautier agree as follows:

A. Legal Description of Property:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 7 South, Range 7 West, Jackson County, Mississippi, as shown on the survey performed by Patrick Martino PLS Inc., dated July 7, 2023 (Geodetic bearings used during survey based on RTK GPS Observation-NAD83: CORS96) and being more particularly described as follows: Commencing at a $\frac{3}{4}$ " iron pipe found at the Northeast corner of the Northeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 30, Township 7 South, Range 7 West, Jackson County, Mississippi; thence S00°00'20"E 237.32 feet to a $\frac{1}{2}$ " iron rod found with cap stamped "Vickery" at the Point of Beginning, said rod lying on the West line of property now or formerly of Walnut Acquisition Corp., being described in Deed Book 1249 at Page 311; thence along said West line S00°00'45"W 616.67 feet to a $\frac{1}{2}$ " iron pipe found; thence continue along said West line S00°02'42"W 187.34 feet to a $\frac{1}{2}$ " iron pipe found, said pipe lying at the Northeast corner of property now or formerly of Transcontinental Gautier Land, being described in Deed Book 1589 at Page 568; thence along the North line of said Transcontinental Gautier Land property N89°41'05"W1081.81 feet to a $\frac{1}{2}$ " iron pipe found, said pipe lying on the North line of property now or formerly of Martin being described in Deed Book 1280 at Page 1; thence along said North line N27°21'22"W 56.36 feet to a 2" iron pipe found; thence continue along said North line S88°26'42"W 32.76

feet to a ½" iron pipe found lying on the East margin of State Highway 57; thence along said East margin N06°02'21"E 641.78 feet to a damaged concrete monument found; thence further along said East margin along a curve to the right having a radius of 1247.20 feet, an arc length of 204.42 feet and a chord bearing and distance of N11°21'35"E 204.19 feet to a ½" iron rod found lying at the Southwest corner of property now or formerly of A-Strategy X LLC, being described in Deed Book 2069 at Page 244; thence along the South line of said A-Strategy X LLC property S83°25'38"E 32.35 feet to a ½" iron rod found; thence continue along said South line N10°30'21 "E 15.08 feet to a ½" iron rod found; thence continue S83°19'20"E 44.61 feet to a ½" iron rod found; thence continue N65°54'09"E 89.57 feet to a ½" iron rod found; thence continue S81°33'58"E 79.56 feet to a ½" iron rod found; thence continue S41°18'04"E 18.79 feet to a ½" iron rod found; thence S02°48'29"W 155.18 feet to a ½" iron rod found; thence continue S80°48'16"E 321.74 feet to a ½" iron rod found with cap stamped "COA 29046"; thence continue N13°49'19"E 205.26 feet to a ½" iron rod found; thence continue S82°56'55"E 81.58 feet to a ½" iron rod found; thence continue S15°22'55"W 45.60 feet to a ½" iron rod found; thence continue S82°49'26"E 123.38 feet to a ½" iron rod found; thence continue S07°37'29"W 318.05 feet to a ½" iron rod found with cap stamped "Vickery"; thence continue N43°41'57"E 394.86 feet to the Point of Beginning. Containing 19.84 acres, more or less.

B. Property Ownership:

ATM Holdings, LLC
419 East Beach Drive
Ocean Springs, MS 30564

Satjit Adlakha, Member-Manager through his interest in Adlakha Holdings, LLC
Sarah Adlakha, Member through her interest in Adlakha Holdings, LLC
Ediz Tasan, Member-Manager through his interest in Rabins-Tasan Properties LLC'
Sy Rabins, Member through his interest in Rabins-Tasan Properties LLC

Adlakha Holdings, LLC and Rabins-Tasan Properties LLC are 50/50 owners of ATM Holdings, LLC.
See Exhibit D.

C. Duration of Agreement:

This agreement remains in effect for three (3) years or the completion of all public and private infrastructure, and shall terminate at the completion of the earlier milestone. This agreement does not create or impose any additional requirements or obligations upon the Developer with regard to construction of buildings, signs, and other private structures.

D. Project size, density, and uses:

Legacy Park is a mixed-use development that will include 9 lots. The project will include 'sub-parcels' or additional lease spaces on Lots 1, 4, 5, 6, and 9. The site will include approximately 18 buildings that will include a wide mix of retail, commercial, medical, hospitality, and residential uses. Collectively, the site is expected to include approximately 205,000 square feet of occupiable space with an approximate breakdown, as follows:

Medical	47,000 sq. ft.
Hospitality	44,000 sq. ft.
Retail/Dining	78,000 sq. ft.
Residential	35,000 sq. ft.

The structures within the development will vary in areas from 3,000 square feet to 44,000 square feet and include single-story and multi-story structures.

E. Consistency with the Comprehensive Plan:

The subject property is identified as “High Impact and Regional Commercial Areas” within the Comprehensive Plan. This category includes “Indoor and Outdoor Retail; Regional Malls and Big Box Retailers; Light Industrial and Corporate Offices; Neighborhood and Community Scaled Buildings; and Limited High-Density Residential.”

F. Zoning Classification:

The current zoning classification of the property is C-3 Highway Commercial with a Planned Unit Development Overlay. The C-3 District permits “all forms of Restaurants (specialty, fast food, dine-in), Hotels, Mixed Use Building with upper story residential, Neighborhood and Community Shopping Centers, Office, Retail, and Medical/Dental Clinic”. Legacy Park will include uses permitted within the C-3 District, and the PUD designation provides greater flexibility with infrastructure, building, and site design and permitting.

G. Public facilities, dedication and maintenance:

Legacy Park will be provided water and sewer services from the City of Gautier. The property is accessed along Highway 57 that is maintained by the Mississippi Department of Transportation. Fire protection will be provided by the City of Gautier and infrastructure to include fire hydrants and water lines will be provided by the developer. Roadways and infrastructure, as documented within Legacy Park’s Planned Unit Development, will be constructed and installed by the Developer.

The roadways and infrastructure within public rights of way will be dedicated to the City of Gautier and upon completion of the warranty period will be the responsibility of the City to maintain (See Exhibit B).

H. Construction Date Initiation: December 2024

I. Schedule and Phasing: The development of Legacy Park will occur in five phases. Phases 1, 2 and 3 are adjacent to Highway 57, and buildings or structures within these Phases are expected to start construction once authorization is provided from the City of Gautier. This authorization is expected prior to the completion of infrastructure related to Legacy Park and in December 2024 or January 2025. Infrastructure related to Phases 1, 2, and 3 (or Lots 1, 2, and 3) will be constructed with Phase 4. Structures, improvements, and infrastructure related to and within Phases 1, 2, 3, and 4 are expected to be constructed concurrently. The phasing of the development is described as follows:

Phase 1- This Phase includes Lot 1, which is adjacent to Highway 57. The Final Plat is expected to be recorded in December 2024 for immediate conveyance. The medical facilities within this lot are expected to begin construction in spring 2025

Phase 2- This Phase includes Lot 2, which is adjacent to Highway 57. The Final Plat is expected to be recorded in December 2024 or January 2025. Construction of the building on this lot is expected in 2025.

Phase 3- This Phase includes Lot 3, which is adjacent to Highway 57. The Final Plat is expected to be recorded in December 2024 or January 2025. The site work for this lot/phase is expected to begin in December 2024. The structure within this lot is expected to begin construction in January 2025 and prior to the completion of infrastructure for the site.

Phase 4- The fourth phase of Legacy Park is expected to start construction of infrastructure in December 2024 or January 2025. This phase will include portions of two public roadways, Adlakha Boulevard and Tasan Drive, as well as the roadway between Lot 2 and Lot 5 (Festoso Street). The fourth phase will also include infrastructure of Lots 4, 9 and the retention pond. The subparcels associated with Lot 9 are expected to begin construction in Spring 2025. As a commercial and

mixed-use development, the structures within Legacy Park are expected to begin construction prior to completion of the site infrastructures. Phase 4 will include the retention pond for the site.

Phase 5- The final phase of the development includes areas that are currently designated as wetlands. Permits from the Army Corps of Engineers are expected in early 2025. The construction of Phase 5 is expected to begin once the permits are provided. Construction of Phase 5 is expected to begin in Spring 2025.

A phasing plan for Legacy Park is provided as "Exhibit A."

J. Public dedications:

The streets within Legacy Park will be dedicated to the City of Gautier as public rights of way. Streets that are proposed for dedication as public rights of way area indicated in "Exhibit B". The development will include cross parking easement to allow sharing of parking areas among the lots within the development. Access easements will be provided, as noted within the PUD documents, to encourage movement from parking areas to store-fronts and buildings.

K. Description of all local development permits approved or needed to be approved for the development of the land. Infrastructure permits, and building permits for each Phase outlined in Section I and in Exhibit B, will be sought from the Planning Department throughout construction and will include documentation necessary and typical for such permitting with the Planning Department. All permitting sought will be in compliance with the Planned Unit Development (PUD) and Development Plan, with potential minor amendments and adjustments which will be subject to the approval of the Planning Director. Permitting applications and supporting documents are anticipated to provide remaining General Information needed for the Development Plan, as contemplated in 9.8.2., as designs for the phases are completed. This approach aligns with the purpose and intent of the PUD under the UDC to encourage flexibility in the development of land, in order to promote its most appropriate use. See Section 5.3.17.

L. The project was submitted to the City of Gautier's Planning Department for consideration as a Planned Unit Development. The Planning Commission recommended approval of the PUD designation at its April 4, 2024, meeting. The recommendation was affirmed by the Gautier City Council at the April 16, 2024 meeting. The rezoning was based on the established record of public need, a change in neighborhood character, and consistency with the Comprehensive Plan of the City of Gautier. Documentation provided with for the PUD shall serve as Preliminary Plat or Master Plan for Legacy Park.

M. Public health, safety or welfare: The project is designed as a Planned Unit Development. Legacy Park will include on street parking and a divided roadway (Adlakha Boulevard). The site will include roadways with varied widths as provided within Exhibit C. The project is designed as a mixed-use, walkable development that will encourage pedestrian activity.

N. Miscellaneous.

1. The failure of this Agreement to address a particular permit, condition, term, or restriction, shall not relieve the development of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

2. Contacts for construction:

a. Developer: Satjit Adlakha, Manager-Member of ATM Holdings, LLC
419 East Beach Drive
Ocean Springs, MS 39564
Office:

Email:

b. Planner: Donovan Scruggs, Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive
Ocean Springs, MS 39564
Office: 228-348-1315
Email: donovan@scruggsplanning.com

c. Engineer: Dennis Stieffel, Dennis Stieffel & Associates, PA, Inc.
Woolmarket Professional Plaza
13061 Shriners Blvd.
Biloxi, MS 39532
Office: 228-392-1638
Email: dennis@dsaeng.net

Jim Holt, Dennis Stieffel & Associates, PA, Inc.
Email: jim@dsaeng.net

d. Contractor: Cam Roberds, C. Roberds General Contractors, LLC
2211 Government St.
Ocean Springs, MS 39564
Office: 228-207-5427
Email: cammack@croberdsqc.com

e. Architect: Brad Patano, Machado-Patano, P.L.L.C. dba MP Design Group
918 Howard Ave Suite F
Biloxi, MS 39530
Office: 228-388-1950
Email: bpatano@mpdesigngroup.us

f. General Counsel: Christine Whitman, Whitman Law Firm, L.L.P.
2222 17th Street
Gulfport, MS 39501
Office: 228-365-3367
Email: christine@whitmanfirm.com

Executed, this the ____ day of November, 2024.

Developer:

City of Gautier:

Satjit Adlakha,
Member-Manager of ATM Holdings, LLC

Paula Yancey,
City Manager of the City of Gautier,
Mississippi

EXHIBIT A

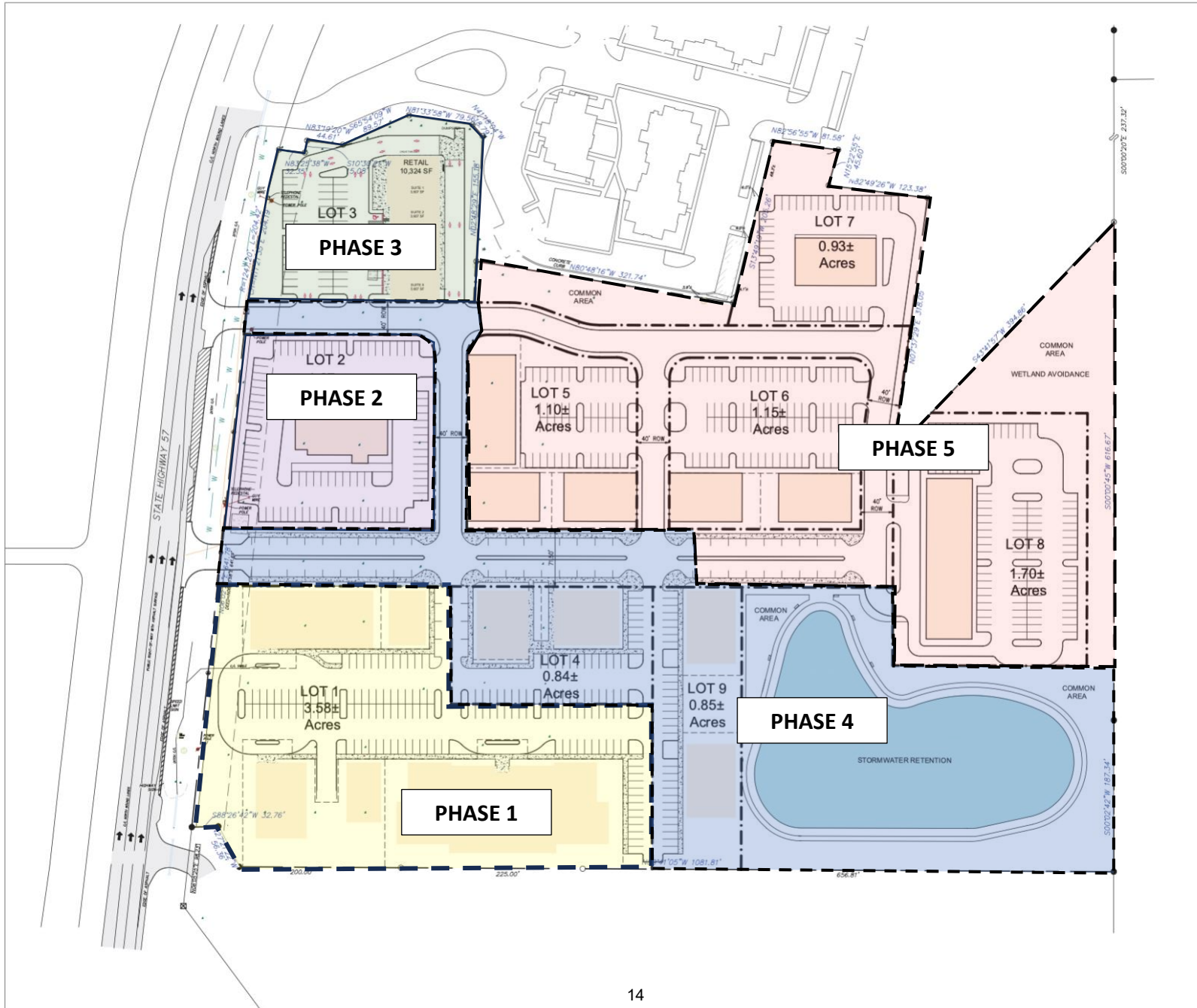


EXHIBIT B

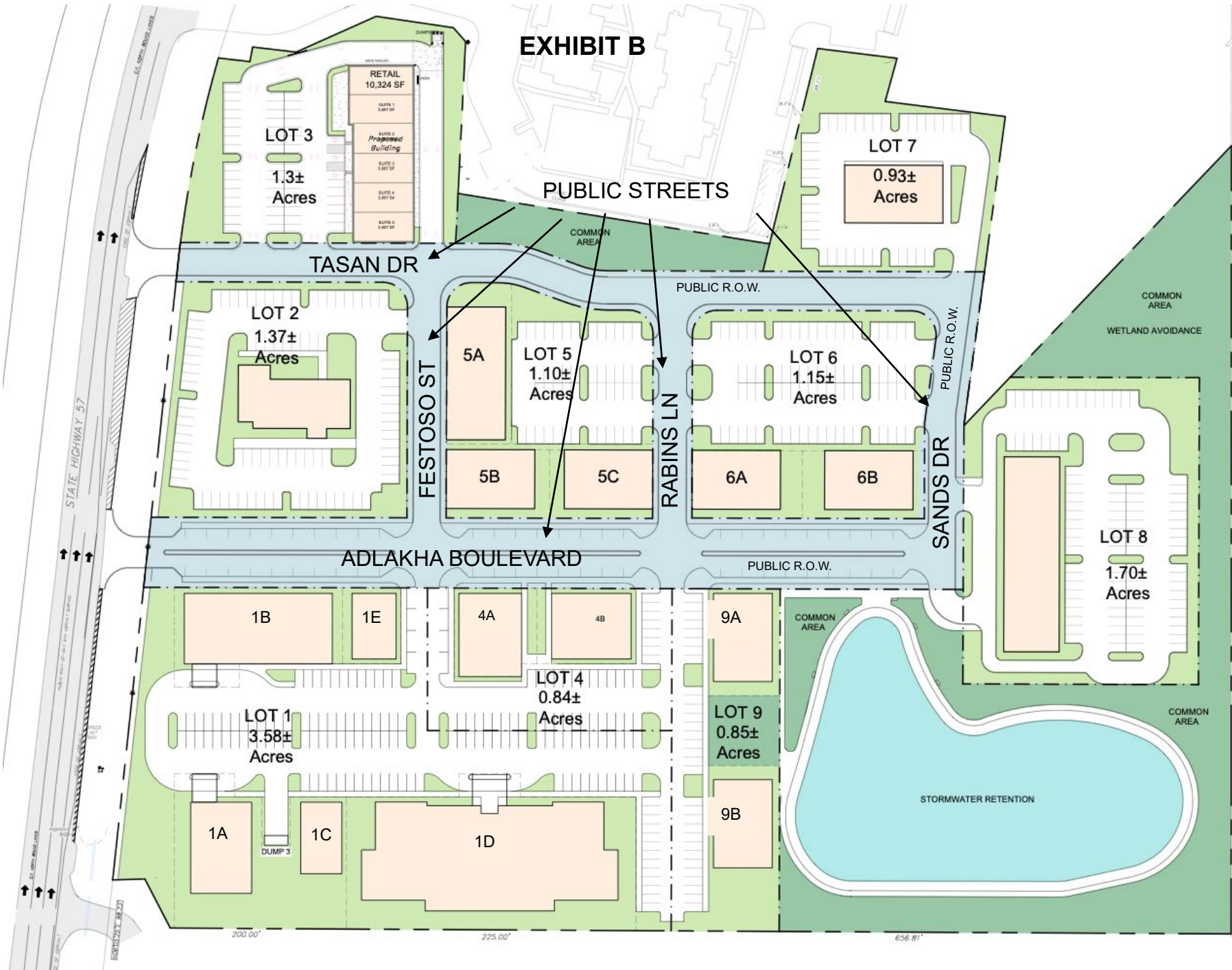
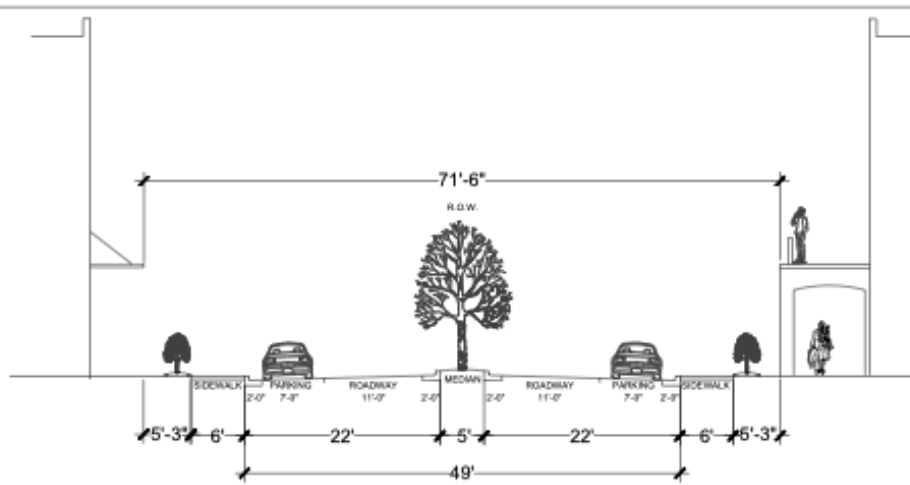
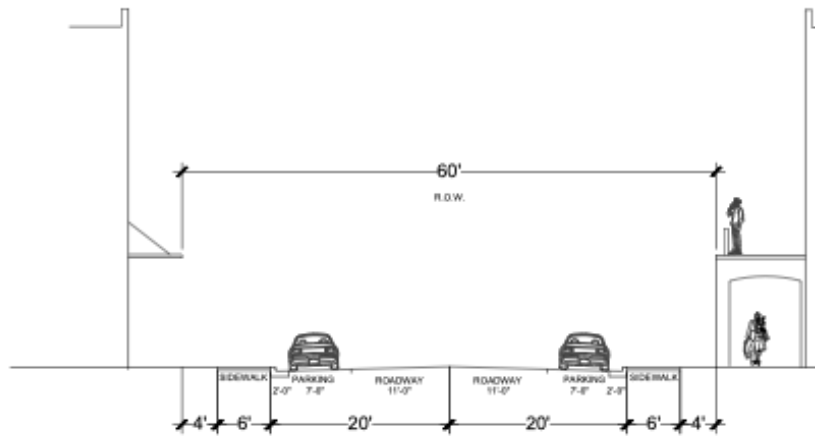


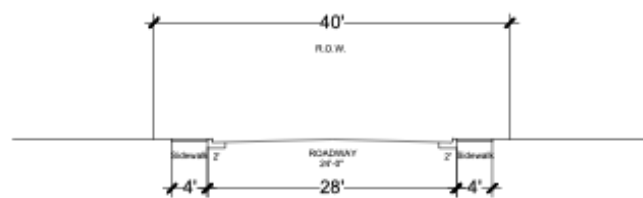
EXHIBIT C



Roadway (Type A)



Roadway (Type B)



Roadway (Type C)

Whitman Law Firm, LLP

BRIAN C. WHITMAN, ESQ.

CHRISTINE B. WHITMAN, ESQ.

EXHIBIT D

November 20, 2024

Scott Ankerson, Planning Director & Building Official, CFM
Planning & Building Department
City of Gautier, Mississippi

RE: Legacy Park, a Planned Unit Development by ATM Holdings, LLC in Gautier, Mississippi

Dear Scott,

We have been asked to provide confirmation of the ownership structure of those entities with a legal and/or equitable interest in Legacy Park, a Planned Unit Development by ATM Holdings, LLC in Gautier, Mississippi.

Legacy Park is a 19.84 acre development owned in its entirety by ATM Holdings, LLC. See Deeds, attached as composite Attachment 1.

ATM Holdings, LLC is owned by Adlakha Holdings, LLC and Rabins-Tasan Properties, LLC, each holding a fifty-percent (50%) interest. The Managers of ATM Holdings, LLC are Dr. Satjit Adlakha and Dr. Ediz Tasan. Adlakha Holdings, LLC is owned by Dr. Satjit Adlakha and Sarah Adlakha. Rabins-Tasan Properties, LLC is owned by Dr. Ediz Tasan and Dr. Sy Rabins.

ATM Holdings is a Mississippi limited liability company, registered under Business ID 1396629 and in good standing with the Mississippi Secretary of State.

Sincerely,

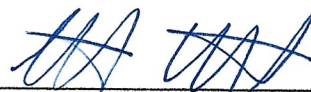


Christine B. Whitman, Esq.
MS Bar No. 104452

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named, CHRISTINE B. WHITMAN, who, being by me first duly sworn, states on oath that the facts, matters and things set forth in the above and foregoing Letter Regarding Legacy Park, a Planned Unit Development by ATM Holdings, LLC in Gautier, Mississippi are true and correct as therein stated to the best of her knowledge and belief.


CHRISTINE B. WHITMAN

SWORN TO AND SUBSCRIBED BEFORE ME this the 20th day of November, 2024.


NOTARY PUBLIC

My commission expires



Attachment 1

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202409386 BK: 2167 PG: 14-17
05/30/2024 09:56:19 AM 4 PGS
VHARRELL, DC Rcpt#11560



202409386 4 PGS

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

Grantor:
Carol Roberts
4507 Radio Rd.
Ocean Springs, MS 39564
(228) 366-0963

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

Grantee:
ATM Holdings, LLC
a Mississippi Limited Liability Company
419 East Beach Dr.
Ocean Springs, MS 39564
(228) 872-3955

File No. O246948N

INDEXING INSTRUCTIONS: A parcel of land in NE ¼ of SE 1/4, of Sect. 30, T7S, R7W, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Carol Roberts**, do hereby sell, convey and warrant unto **ATM Holdings, LLC, a Mississippi Limited Liability Company**, 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 Charles H. Roberts, III (deceased), and Carol Roberts by instrument recorded in Book 1960, Page 207, 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) quitclaim 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 in 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 for Charles H. Roberts, III, is attached as Exhibit "B".

WITNESS MY SIGNATURE, on this the 4 day of May, 2024.

Carol Roberts
Carol Roberts

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 4 day of May, 2024.

A. Hubbard
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID# 461319
ASHLEY HUBBARD
(AFFIX SEAL) Commission Expires March 27, 2028
My commission expires: MAY 27, 2028

Exhibit "A"

Legal Description

A parcel of land situated in the Northeast ¼ of the Southeast ¼ of Section 30, Township 7 South, Range 7 West, Jackson County, Mississippi, as shown on the survey performed by Patrick Martino PLS Inc., dated July 7, 2023 (Geodetic bearings used during survey based on RTK GPS Observation-NAD83: CORS96) and being more particularly described as follows: Commencing at a ¾" iron pipe found at the Northeast corner of the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 30, Township 7 South, Range 7 West, Jackson County, Mississippi; thence S00°00'20"E 237.32 feet to a ½" iron rod found with cap stamped "Vickery" at the Point of Beginning, said rod lying on the West line of property now or formerly of Walnut Acquisition Corp., being described in Deed Book 1249 at Page 311; thence along said West line S00°00'45"W 616.67 feet to a ½" iron pipe found; thence continue along said West line S00°02'42"W 187.34 feet to a ½" iron pipe found, said pipe lying at the Northeast corner of property now or formerly of Transcontinental Gautier Land, being described in Deed Book 1589 at Page 568; thence along the North line of said Transcontinental Gautier Land property N89°41'05"W 1081.81 feet to a ½" iron pipe found, said pipe lying on the North line of property now or formerly of Martin being described in Deed Book 1280 at Page 1; thence along said North line N27°21'22"W 56.36 feet to a 2" iron pipe found; thence continue along said North line S88°26'42"W 32.76 feet to a ½" iron pipe found lying on the East margin of State Highway 57; thence along said East margin N06°02'21"E 641.78 feet to a damaged concrete monument found; thence further along said East margin along a curve to the right having a radius of 1247.20 feet, an arc length of 204.42 feet and a chord bearing and distance of N11°21'35"E 204.19 feet to a ½" iron rod found lying at the Southwest corner of property now or formerly of A-Strategy X LLC, being described in Deed Book 2069 at Page 244; thence along the South line of said A-Strategy X LLC property S83°25'38"E 32.35 feet to a ½" iron rod found; thence continue along said South line N10°30'21"E 15.08 feet to a ½" iron rod found; thence continue S83°19'20"E 44.61 feet to a ½" iron rod found; thence continue N65°54'09"E 89.57 feet to a ½" iron rod found; thence continue S81°33'58"E 79.56 feet to a ½" iron rod found; thence continue S41°18'04"E 18.79 feet to a ½" iron rod found; thence S02°48'29"W 155.18 feet to a ½" iron rod found; thence continue S80°48'16"E 321.74 feet to a ½" iron rod found with cap stamped "COA 29046"; thence continue N13°49'19"E 205.26 feet to a ½" iron rod found; thence continue S82°56'55"E 81.58 feet to a ½" iron rod found; thence continue S15°22'55"W 45.60 feet to a ½" iron rod found; thence continue S82°49'26"E 123.38 feet to a ½" iron rod found; thence continue S07°37'29"W 318.05 feet to a ½" iron rod found with cap stamped "Vickery"; thence continue N43°41'57"E 394.86 feet to the Point of Beginning. Containing 19.84 acres, more or less.

STATE OF MISSISSIPPI

CERTIFICATION OF VITAL RECORD

EXHIBIT "B"



SCY-3926158-1-1



* 1 5 9 7 5 2 9 0 *

FILING DATE 05/06/2024		STATE FILE NUMBER 123-2024-011422	
DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix) CHARLES HOWARD ROBERTS III		2. GENDER MALE	3. HOUR OF DEATH 04:44
4. RACE (Check one or more races to indicate what the decedent considered himself or herself to be) ☐ White ☐ Black or African American ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Native Hawaiian ☐ Samoan ☐ Asian Indian ☐ Guamanian or Chamorro ☐ Other Asian (Specify) ☐ Other Pacific Islander (Specify) ☐ American Indian or Alaska Native (Name of the enrolled tribe or principal tribe) ☐ Other (Specify)		5. DATE OF BIRTH (Month, Day, Year) 02/04/1956	
6. AGE AT LAST BIRTHDAY 68	7. PLACE OF BIRTH (State or Foreign Country) JAPAN	8. DATE OF DEATH (Month, Day, Year) 05/03/2024	
9. PLACE OF DEATH (Check only one box) ☐ Inpatient ☒ ER/Outpatient ☐ DOA ☐ Hospice facility ☐ Nursing Home/Long term care facility ☐ Decedent's home ☐ Other (Specify)		10. FACILITY NAME (If not a facility give street address, route number or other location) OCEAN SPRINGS HOSPITAL (300)	
11. DECEASED'S EDUCATION (Check the box that best describes the highest degree or level of school completed at time of death) ☐ 9th grade or less ☐ 9th - 12th grade, no diploma ☐ High school graduate or GED completed ☐ Some college, no degree ☐ Associate degree (e.g., AA, AS) ☐ Bachelor's degree (e.g., BA, BS, BS) ☐ Master's degree (e.g., MA, MS, MEd, MEd, MEd) ☐ Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LL.M., J.D.) ☐ Unknown		12. CITY, TOWN OR LOCATION OF DEATH OCEAN SPRINGS	
13. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		14. SURVIVING SPOUSE (Give legal name prior to first marriage) CAROL MORGAN	
15. SOCIAL SECURITY NUMBER 425-02-9941		16. USUAL OCCUPATION (Kind of work done most of working life) TRUCK DRIVER	
17a. RESIDENCE STATE MISSISSIPPI		17b. STREET AND NUMBER OR RURAL LOCATION (Exclude apartment number) 4507 RADIO ROAD	
17c. CITY OR TOWN JACKSON		17d. ZIP CODE 39564	
17e. INSIDE CITY LIMITS (Yes or No) YES		18. FATHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) CHARLES HOWARD ROBERTS JR	
19. MOTHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) TILLIE DAVIS		20. INFORMANT NAME (Type or print) CAROL ROBERTS	
21. RELATIONSHIP TO DECEDENT WIFE		22. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4507 RADIO ROAD, OCEAN SPRINGS, MS 39564	
23. DISPOSITION OF BODY (Specify Burial, Cremation, Removal, etc.) CREMATION BURIAL		24. CEMETERY/CREMATORY NAME CRESTLAWN MEMORIAL PARK	
25. LOCATION (City and State) OCEAN SPRINGS, MS		26. FUNERAL DIRECTOR SIGNATURE AND LICENSE NUMBER ELECTRONICALLY SIGNED BY DAVID P. STANLEY FD-9934	
27. FUNERAL HOME (Who first assumed custody of body) BRADFORD O'KEEFE FUNERAL HOME, BILOXI (248)		28. FUNERAL HOME LICENSE NUMBER FE-46	
29. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 675 HOWARD AVENUE, BILOXI, MS 39530		30. MAILING ADDRESS (Street and number, City or town, State, ZIP Code)	
31. PERSON WHO PRONOUNCED DEATH NAME AND TITLE (Type or print) ANNE WATSON MD		32. PRONOUNCED DEAD (Month, Day, Year) ON 05/03/2024	
33. NAME OF CERTIFIER (Type or print) BRUCE A. LYND JR		34. MAB INFO ADDRESS (Street and number, City or town, State, ZIP Code) 4600 LT EUGENE J MAJURE DR, PASCAGOULA, MS 39581	
35. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. ELECTRONICALLY SIGNED BY		36. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. BRUCE A. LYND JR, CMEI	
37. SIGNATURE MD/DO		38. TITLE JACKSON COUNTY CORONER	
39. DATE SIGNED (Month, Day, Year) 05/06/2024		40. STATE LICENSE NUMBER	
41. CAUSE OF DEATH PART I Enter the chain of events - diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock or heart failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS			
IMMEDIATE CAUSE (final disease or condition resulting in death) (a) ST-ELEVATION MYOCARDIAL INFARCTION			
(b) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)			
(c) CORONARY ARTERY DISEASE			
(d) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)			
(e) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)			
42. PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I DM, GERD, HYPERLIPIDEMIA, HTN, HX OF MI			
43. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☐ No ☐ Unknown			
44. IF FEMALE ☐ NOT pregnant within the past year ☐ PREGNANT at the time of death ☐ Not pregnant, BUT PREGNANT WITHIN 42 DAYS OF DEATH ☐ Not pregnant, BUT PREGNANT 43 DAYS TO 1 YEAR BEFORE DEATH ☐ Unknown if pregnant within the past year			
45. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION OR UNDETERMINED (Specify) 32a. DATE OF INJURY (Month, Day, Year) 32b. TIME OF INJURY 32c. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED			
32d. IF TRANSPORTATION INJURY SPECIFY ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)			
32e. INJURY AT WORK (Yes or No) 32f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) 32g. LOCATION (Street or house number, City or town, State)			

Mississippi State Department of Health

Revised 04/01/2019

Form 511

This is a true and correct reproduction of the document officially registered and placed on file with the Mississippi Bureau of Vital Records and Public Health Statistics

DATE ISSUED: MAY 08, 2024

ISSUED

Judy Moulder
Judy Moulder
State Registrar

/This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$28.00
#202409385 BK:2167 PG:7-13
05/30/2024 09:56:19 AM 7 PGS
VHARRELL,DC Ropt#11560



202409385 7 PGS

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

Grantor:
Charles and Carol Roberts Revocable Trust
under Trust Agreement dated 4/25/24
4507 Radio Rd.
Ocean Springs, MS 39564
(228) 366-0963

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

Grantee:
ATM Holdings, LLC
a Mississippi Limited Liability Company
419 East Beach Dr.
Ocean Springs, MS 39564
(228) 872-3955

File No. O246948N

INDEXING INSTRUCTIONS: A parcel of land in NE ¼ of SE 1/4, of Sect. 30, T7S, R7W, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the **Charles and Carol Roberts Revocable Trust Under Trust Agreement dated April 25, 2024**, does hereby sell, convey and warrant unto **ATM Holdings, LLC, a Mississippi Limited Liability Company**, 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 Charles H. Roberts, III (deceased), and Carol Roberts by instrument recorded in Book 1960, Page 207, Land Deed Records of Jackson County, Mississippi, and to the Charles and Carol Roberts Revocable Trust under Trust Agreement dated April 25, 2024, by instrument dated April 25, 2024, and recorded in Book 2164, Page 33.

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) quitclaim 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 in 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 for Charles H. Roberts, III, is attached as Exhibit "B".

WITNESS MY SIGNATURE, on this the 24th day of May, 2024.

**Charles and Carol Roberts Revocable Trust
Under Trust Agreement dated April 25, 2024**

Carol Lynn Roberts, Trustee
By: Carol Lynn Roberts, Trustee

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Carol Lynn Roberts, Trustee of the Charles and Carol Roberts Revocable Trust Under Trust Agreement dated April 25, 2024**, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned on behalf of and as the act and deed of the said Trust after being duly authorized so to do and act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 24th day of May, 2024.

(AFFIX SEAL) **W. VASQUEZ**

Commission Expires April 23, 2028
My commission expires 4-23-28

W. Vasquez
NOTARY PUBLIC

Exhibit "A"

Legal Description

A parcel of land situated in the Northeast ¼ of the Southeast ¼ of Section 30, Township 7 South, Range 7 West, Jackson County, Mississippi, as shown on the survey performed by Patrick Martino PLS Inc., dated July 7, 2023 (Geodetic bearings used during survey based on RTK GPS Observation-NAD83: CORS96) and being more particularly described as follows: Commencing at a ¾" iron pipe found at the Northeast corner of the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 30, Township 7 South, Range 7 West, Jackson County, Mississippi; thence S00°00'20"E 237.32 feet to a ½" iron rod found with cap stamped "Vickery" at the Point of Beginning, said rod lying on the West line of property now or formerly of Walnut Acquisition Corp., being described in Deed Book 1249 at Page 311; thence along said West line S00°00'45"W 616.67 feet to a ½" iron pipe found; thence continue along said West line S00°02'42"W 187.34 feet to a ½" iron pipe found, said pipe lying at the Northeast corner of property now or formerly of Transcontinental Gautier Land, being described in Deed Book 1589 at Page 568; thence along the North line of said Transcontinental Gautier Land property N89°41'05"W 1081.81 feet to a ½" iron pipe found, said pipe lying on the North line of property now or formerly of Martin being described in Deed Book 1280 at Page 1; thence along said North line N27°21'22"W 56.36 feet to a 2" iron pipe found; thence continue along said North line S88°26'42"W 32.76 feet to a ½" iron pipe found lying on the East margin of State Highway 57; thence along said East margin N06°02'21"E 641.78 feet to a damaged concrete monument found; thence further along said East margin along a curve to the right having a radius of 1247.20 feet, an arc length of 204.42 feet and a chord bearing and distance of N11°21'35"E 204.19 feet to a ½" iron rod found lying at the Southwest corner of property now or formerly of A-Strategy X LLC, being described in Deed Book 2069 at Page 244; thence along the South line of said A-Strategy X LLC property S83°25'38"E 32.35 feet to a ½" iron rod found; thence continue along said South line N10°30'21'E 15.08 feet to a ½" iron rod found; thence continue S83°19'20"E 44.61 feet to a ½" iron rod found; thence continue N65°54'09"E 89.57 feet to a ½" iron rod found; thence continue S81°33'58"E 79.56 feet to a ½" iron rod found; thence continue S41°18'04"E 18.79 feet to a ½" iron rod found; thence S02°48'29"W 155.18 feet to a ½" iron rod found; thence continue S80°48'16"E 321.74 feet to a ½" iron rod found with cap stamped "COA 29046"; thence continue N13°49'19"E 205.26 feet to a ½" iron rod found; thence continue S82°56'55"E 81.58 feet to a ½" iron rod found; thence continue S15°22'55"W 45.60 feet to a ½" iron rod found; thence continue S82°49'26"E 123.38 feet to a ½" iron rod found; thence continue S07°37'29"W 318.05 feet to a ½" iron rod found with cap stamped "Vickery"; thence continue N43°41'57"E 394.86 feet to the Point of Beginning. Containing 19.84 acres, more or less.

STATE OF MISSISSIPPI

CERTIFICATION OF VITAL RECORD

EXHIBIT "B"



SCY-3926158-1-1



* 1 5 9 7 5 2 9 0 *

FILING DATE 05/06/2024		STATE FILE NUMBER 123-2024-011422	
DECEDENT'S LEGAL NAME (First, Middle, Last, Suffix) CHARLES HOWARD ROBERTS III		2. GENDER MALE	3b. HOUR OF DEATH (Month, Day, Year) 04:44
4. RACE (Check one or more races to indicate what the decedent considered himself or herself to be) ☐ White ☐ Black or African American ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Native Hawaiian ☐ Samoan ☐ Asian Indian ☐ Guamanian or Chamorro ☐ Other Asian (Specify) _____ ☐ Other Pacific Islander (Specify) _____ ☐ American Indian or Alaska Native (Name of the enrolled tribe or principal tribe) _____ ☐ Other (Specify) _____			
5a. AGE AT LAST BIRTHDAY 68	ONLY IF UNDER 1 YEAR 5b. MONTHS 00 5c. DAYS 00	ONLY IF UNDER 1 DAY 5d. HOURS 02 5e. MINUTES 04	6. DATE OF BIRTH (Month, Day, Year) 02/04/1956
8. PLACE OF DEATH (Check only one box) ☐ Inpatient ☒ Outpatient ☐ DOA ☐ Hospice facility ☐ Nursing Home/Long term care facility ☐ Decedent's home ☐ Other (Specify) _____		7. BIRTH PLACE (State or Foreign Country) JAPAN	
9a. FACILITY NAME (If a facility, give street address, route number, or other location) OCEAN SPRINGS HOSPITAL (300)		9b. CITY, TOWN OR LOCATION OF DEATH OCEAN SPRINGS	9c. ZIP CODE 39564
10. DECEDENT'S EDUCATION (Check the box that best describes the highest degree or level of school completed at time of death) ☐ 9th grade or less ☐ 9th-12th grade, no diploma ☐ High school graduate or GED completed ☐ Some college, no degree ☐ Associate degree (e.g., AA, AS) ☐ Bachelor's degree (e.g., BA, AB, BS) ☐ Master's degree (e.g., MA, MS, MEd, MEd, MEd) ☐ Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LL.M., JD) ☐ Unknown			
11. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		12. SURVIVING SPOUSE (Give legal name prior to first marriage) CAROL MORGAN	
13. WAS DECEASED EVER IN U.S. ARMED FORCES (Yes or No) NO			
14. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Latino/Latino. Check the "No" box if decedent is not Spanish/Latino/Latino. ☒ No, not Spanish/Latino/Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, Other Spanish/Latino/Latino (Specify) _____			
15. SOCIAL SECURITY NUMBER 425-02-9941		16. USUAL OCCUPATION (Kind of work done most of working life) TRUCK DRIVER	
17a. RESIDENCE STATE MISSISSIPPI		17b. CITY OR TOWN JACKSON	
17c. CITY OR TOWN OCEAN SPRINGS		17d. ZIP CODE 39564	
17e. STREET AND NUMBER OR RURAL LOCATION (Include apartment number) 4507 RADIO ROAD		17f. INSIDE CITY LIMITS (Yes or No) YES	
18. FATHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) CHARLES HOWARD ROBERTS JR		19. MOTHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) TILLIE DAVIS	
20a. INFORMANT - NAME (Type or print) CAROL ROBERTS		20b. RELATIONSHIP TO DECEDENT WIFE	
20c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4507 RADIO ROAD, OCEAN SPRINGS, MS 39564			
21a. DISPOSITION OF BODY (Specify Burial, Cremation, Removal, etc.) CREMATION BURIAL		21b. CEMETERY/CREMATORY - NAME CRESTLAWN MEMORIAL PARK	
21c. LOCATION (City and State) OCEAN SPRINGS, MS		21d. FUNERAL DIRECTOR - SIGNATURE AND LICENSE NUMBER ELECTRONICALLY SIGNED BY DAVID P. STANLEY FD-9934	
22a. FUNERAL HOME (Who first assumed custody of body) BRADFORD O'KEEFE FUNERAL HOME, BILOXI (249)		22b. FUNERAL HOME LICENSE NUMBER FE-46	
22c. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 675 HOWARD AVENUE, BILOXI, MS 39530		22d. MAILING ADDRESS (Street and number, City or town, State, ZIP Code)	
23a. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) ANNE WATSON MD		23b. PRONOUNCED DEAD (Month, Day, Year) ON 05/03/2024	
23c. PRONOUNCED DEAD (Time) AT 04:44			
24a. NAME OF CERTIFIER (Type or print) BRUCE A. LYND JR		24b. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4600 LT EUGENE J MAJURE DR, PASCAGOULA, MS 39581	
25a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated ST-ELEVATION MYOCARDIAL INFARCTION		25b. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. ELECTRONICALLY SIGNED BY BRUCE A. LYND JR, CMEI	
25c. DATE SIGNED (Month, Day, Year) 05/06/2024		25d. STATE LICENSE NUMBER	
26. CAUSE OF DEATH PART I - Enter the chain of events (diseases, injuries, or complications) that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock or heart failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS. IMMEDIATE CAUSE (Final disease or condition resulting in death) (a) ST-ELEVATION MYOCARDIAL INFARCTION DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) (b) CORONARY ARTERY DISEASE DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) (c) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) (d) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)		Interval between onset and death UNKNOWN	
27. PART II - OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I. DM, GERD, HYPERLIPIDEMIA, HTN, HX OF MI			
28. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		29. REFFERED TO STATE MEDICAL EXAMINER? (Yes or No) NO	
30. ACCIDENT - SUICIDE, HOMICIDE, PENDING INVESTIGATION OR UNDETERMINED (Specify) 30a. IF TRANSPORTATION INJURY SPECIFY ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____		31. DATE OF INJURY (Month, Day, Year) 05/03/2024	
32. TIME OF INJURY		33. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED	
34. INJURY AT WORK (Yes or No)		35. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.)	
36. LOCATION (Street or route number, City or town, State)			

Mississippi State Department of Health

Revised 04/01/2019

Form 511

This is a true and correct reproduction of the document officially registered and placed on file with the Mississippi Bureau of Vital Records and Public Health Statistics.

DATE ISSUED: MAY 08, 2024

ISSUED

Judy Moulder
Judy Moulder
State Registrar

/This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



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

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Indexing Instructions: (i) parcel of land being situated in the SE ¼ of the NW ¼ of S29-T7S-R7W, Jackson County, MS, (ii) SE ¼ of NW ¼ of S29-T7S-R7W, Jackson County, MS, and (iii) part of the SE ¼ of the NE ¼ and part of the NE ¼ of the SE ¼ of S30, and part of the SW ¼ of the NW ¼ of S29-T7S-R7W, Jackson County, MS

AMENDED MEMORANDUM OF TRUST

This Amended Memorandum of Trust amends that Memorandum of Trust previously recorded as part of each of the following documents: (i) Warranty Deed and Memorandum of Trust as recorded as Instrument No. 202407682 in Book 2164 at Page 19 to 25 in the land records of Jackson County, Mississippi, (ii) Quitclaim Deed and Memorandum of Trust as recorded as Instrument No. 202407683 in Book 2164 at Page 26 to 32 in the land records of Jackson County, Mississippi, and (iii) Quitclaim Deed and Memorandum of Trust as recorded as Instrument No. 202407684 in Book 2164 at Page 33 to 40 in the land records of Jackson County, Mississippi (collectively, the “**Prior Memos**”) relating to the Charles and Carol Roberts Revocable Trust under Trust Agreement dated April 25, 2024, and any amendments thereto (hereinafter referred to as the “**Trust**”).

The Prior Memos state that the street and mailing address of the office, and the name and street and mailing address and telephone number of the trustees of the Trust are as follows:

Charles H. Roberts, III
Carol Lynn Roberts
4507 Radio Road
Ocean Springs, Mississippi 39564
(228) 366-0963

As a result of the death of Charles H. Roberts, III, the street and mailing address of the office, and the name and street and mailing address and telephone number of the trustees of the Trust are hereby amended to reflect the successor trustee of the Trust as follows:

Carol Lynn Roberts
4507 Radio Road
Ocean Springs, Mississippi 39564
~~(228) 366-0963~~ 228-623-7302
CR 05/24/2024

In addition, the name and street and mailing address and telephone number of the Grantors of the Trust are hereby amended as follows:

Charles H. Roberts, III, Deceased
Carol Lynn Roberts
4507 Radio Road
Ocean Springs, Mississippi 39564
~~(228) 366-0963~~ 228-623-7302
CR 05/25/2024

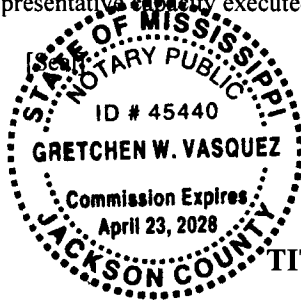
[Signature page to follow.]

WITNESS MY SIGNATURE, this the 24th day of May, 2024.

Carol Lynn Roberts, Trustee
Carol Lynn Roberts, Trustee of the Charles
and Carol Roberts Revocable Trust, Grantee

STATE OF MISSISSIPPI
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of May, 2024, within my jurisdiction, the within named Carol Lynn Roberts, who acknowledged that she is a Successor Trustee of the Charles and Carol Roberts Revocable Trust and that in said representative capacity executed and delivered the above and foregoing instrument.



Gretchen W. Vasquez
NOTARY PUBLIC

TITLE NOT EXAMINED

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

Council Meeting:

December 3, 2024

**Approval of the Final Plat for Phase 1 of Legacy
Park located at 4416 Highway 57, Gautier, MS**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Approval of the Final Plat for Phase 1 of Legacy Park located at 4416 Highway 57, Gautier, MS (PID#82430100.050)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Planning Department received a request from Satjit Adlakha, member and manager of ATM Holdings, LLC, for approval of the Final Plat for Phase 1 of Legacy Park located at 4416 Highway 57, (PID#82430100.050); and

WHEREAS, following a recommendation for approval by the Planning Commission, the Preliminary Plat and/or Master Plan for Legacy Park was approved by City Council on April 16, 2024; and

WHEREAS, the Developer now requests approval of the Final Plat for Phase 1 of Legacy Park, as indicated in the attached documentation; and

WHEREAS, the City of Gautier finds that approval of the Final Plat for Phase 1 of Legacy Park is in the best interests of the City; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Final Plat for Phase 1 of Legacy Park, located at 4416 Highway 57, is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 2024.

**CITY OF GAUTIER
MEMO TO COUNCIL**

To: Mayor and City Council

From: Scott Ankerson, Planning Director

Date: November 21, 2024

Subject: Consider a request for approval of the Final Plat for Phase 1 of Legacy Park, an approved Planned Unit Development, located at 4416 Highway 57, PID #82430100.050.

REQUEST:

The Planning Department has received a request from Satjit Adlakha, member and manager of ATM Holdings, LLC, for approval of the Final Plat for Phase 1 of Legacy Park, an approved Planned Unit Development, located at 4416 Highway 57, PID #82430100.050.

BACKGROUND:

On April 4, 2024, the Planning Commission heard a request for a Zoning Change from C-3 Highway Commercial to a PUD Planned Unit Development at 4416 Highway 57, PID #82430100.050. The Planning Commission recommended the City Council approve the request. On April 16, 2024, the City Council approved the request. Dr. Adlakha is requesting approval of the Final Plat for Phase 1 of Legacy Park.

DISCUSSION:

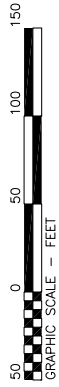
Satjit Adlakha is requesting approval for the Final Plat for Phase 1 of Legacy Park, a Planned Unit Development.

ATTACHMENTS:

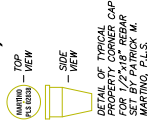
1. Proposed Final Plat for Phase 1

LEGACY PARK SUBDIVISION, PHASE 1 (PLANNED UNIT DEVELOPMENT)

A SUBDIVISION SITUATED IN THE NORTHEAST 1/4 OF
THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7
SOUTH, RANGE 7 WEST, CITY OF GAUTIER,
JACKSON COUNTY, MISSISSIPPI



**CAP
DETAIL:
(PROPERTY
CORNER)**



STATE PLANE COORDINATES:

DATE: OCTOBER 10, 2024
TOPCON HYPER-V WAS
USED FOR GPS OBSERVATION
REF FRAME: NAD 83 (2011) (EPOCH 2010.0000)
STATE PLANE COORDINATES
SPC (2301 MS E)
1020547.44
070379.79
Northing (N) [EFT]
Easting (E) [EFT]
Convergence Angle
0.00000000
Radius of Curvature
0.99995478
Combined Factor
US NATIONAL GRID DESIGNATOR:
18N 750000 0000 0000 0000
(1 METER = 3.280833333 U.S. SURVEY FEET)

ABBREVIATION LEGEND:

PLAT = PLATTED DIMENSION
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY
N89°10'00"E 571.06'
N89°10'00"E 571.06'
FIELD MEASUREMENT

REFERENCE MATERIALS:

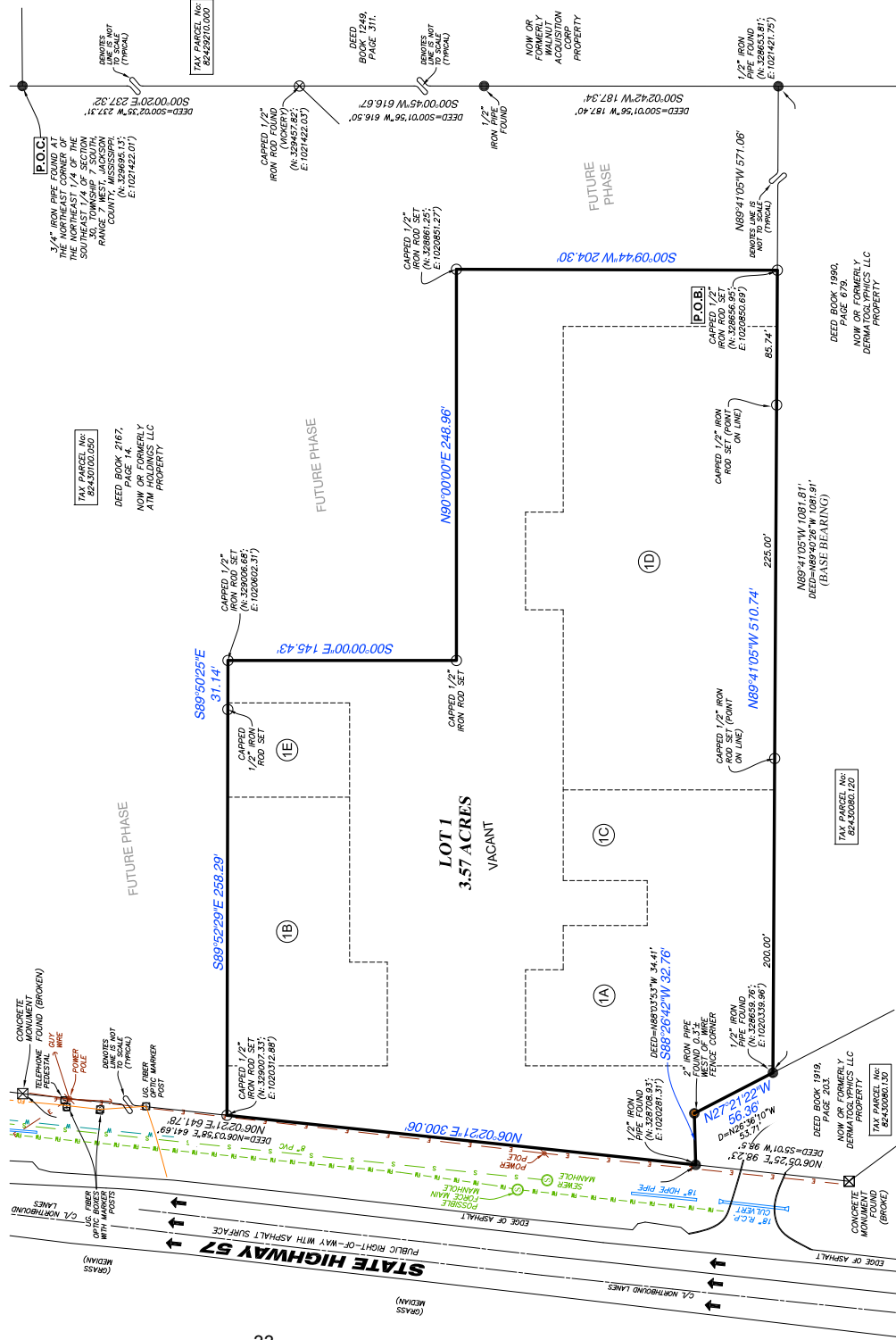
- 1) JACKSON COUNTY GIS WEBSITE
- 2) INFORMATION PROVIDED BY CLIENT
- 3) LEGACY PARK SUBDIVISION, PHASE 1
- 4) DEED BOOK 1984, PAGE 678
- 5) DEED BOOK 1984, PAGE 678
- 6) DEED BOOK 1918, PAGE 203
- 7) DEED BOOK 1248, PAGE 311
- 8) DEED BOOK 1248, PAGE 311
- 9) DEED BOOK 1248, PAGE 311
- 10) DEED BOOK 1589, PAGE 568

FLOOD ZONE EXPLANATION:

X - ANNUAL CHANCE FLOODPLAIN

FLOOD ZONE NOTE:

BY DRAWING NOTING ONLY, THIS PROPERTY IS LOCATED IN FIRM ZONE
"X" ACCORDING TO FEMA MAP NUMBER(S) 28050C0310 & 28050C0310G,
DATED MARCH 16, 2003. CHECK WITH BUILDING OFFICIALS FOR COMMUNITY
BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS
FOR INFORMATION ONLY AND DOES NOT REPRESENT THE SURVEYOR'S
LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.



LEGEND:

- (REF) IRON ROD FOUND
- (REF) IRON ROD SET (CAPPED)
- (REF) IRON PIPE FOUND
- (REF) IRON PIPE FOUND (CAPPED)
- (REF) CONCRETE MONUMENT FOUND
- (REF) CONCRETE MONUMENT FOUND (CAPPED)



CLIENT:
DR. SATJIT ADLAKHA
PLAT OF LEGACY PARK SUBDIVISION, PHASE 1
(PLANNED UNIT DEVELOPMENT)
DRAWN BY: FTD
PORTION OF PARCEL: 824.30100.0000
DRAWING: P241419 LEGACY PARK SUB'D, PH 1
CARD FILE: F181108
PREPARED BY:
PATRICK M. MARTINO, PLS
13010 WATERBURY COVE
BLOOMINGTON, MISSISSIPPI 39532
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

SHEET 1 OF 2

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

Council Meeting:

December 3, 2024

Title:

**Consideration for the Abatement at 7313 Martin
Bluff Road, Gautier, MS**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 7313 Martin Bluff Road, Gautier, MS

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, after proper notice, on or about December 3, 2024, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 7313 Martin Bluff Road, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 7313 Martin Bluff Road, Gautier, MS 39553, by mowing the property, removing the dilapidated shed, trash, rubbish, and debris, and secure the structure, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: November 21, 2024
Subject 7313 Martin Bluff Rd. Abatement (Clean, Mow, Secure, Remove Shed)

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 comments regarding staff's recommendation to mow the property, to remove the rubbish, trash, and debris, and to remove a dilapidated shed from the abandoned property at 7313 Martin Bluff Rd.

DISCUSSION:

The Code Enforcement office has had a case on this property since January 6th, 2020 for it being a blighted property. The owner is deceased and the property appears to be inhabited by vagrants. Rubbish, trash, and debris are very visible from Martin Bluff, a major road in front of the house. Since October 2024, there have been 3 new citizen complaints filed against the property with the code enforcement office. A neighbor has stated that he believes the property is being used to scrap metal. Other residents on the street are referring to the property as the "Sandford and Son Junkyard." The house has had no water since October 2023. The grass is overgrown in several places and the front of the property on Martin Bluff needs to be weedeated. There is a dilapidated shed on the property that appears to be collapsing and might have termite damage.

Due to the length of Code Enforcement history on this property and the menace it is posing to the Martin Bluff community, the decision has been made to mow and weedeat the grass, to remove all rubbish, trash, and debris from this property, and to board up the windows and doors to secure the house from vagrancy. Additionally, Code Enforcement is requesting approval to remove the

dilapidated shed from the property if it is deemed to be unsafe by the Planning Department. There are no doors to the shed, and it is being used to store rubbish, trash, and debris.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement of 7313 Martin Bluff Rd. in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

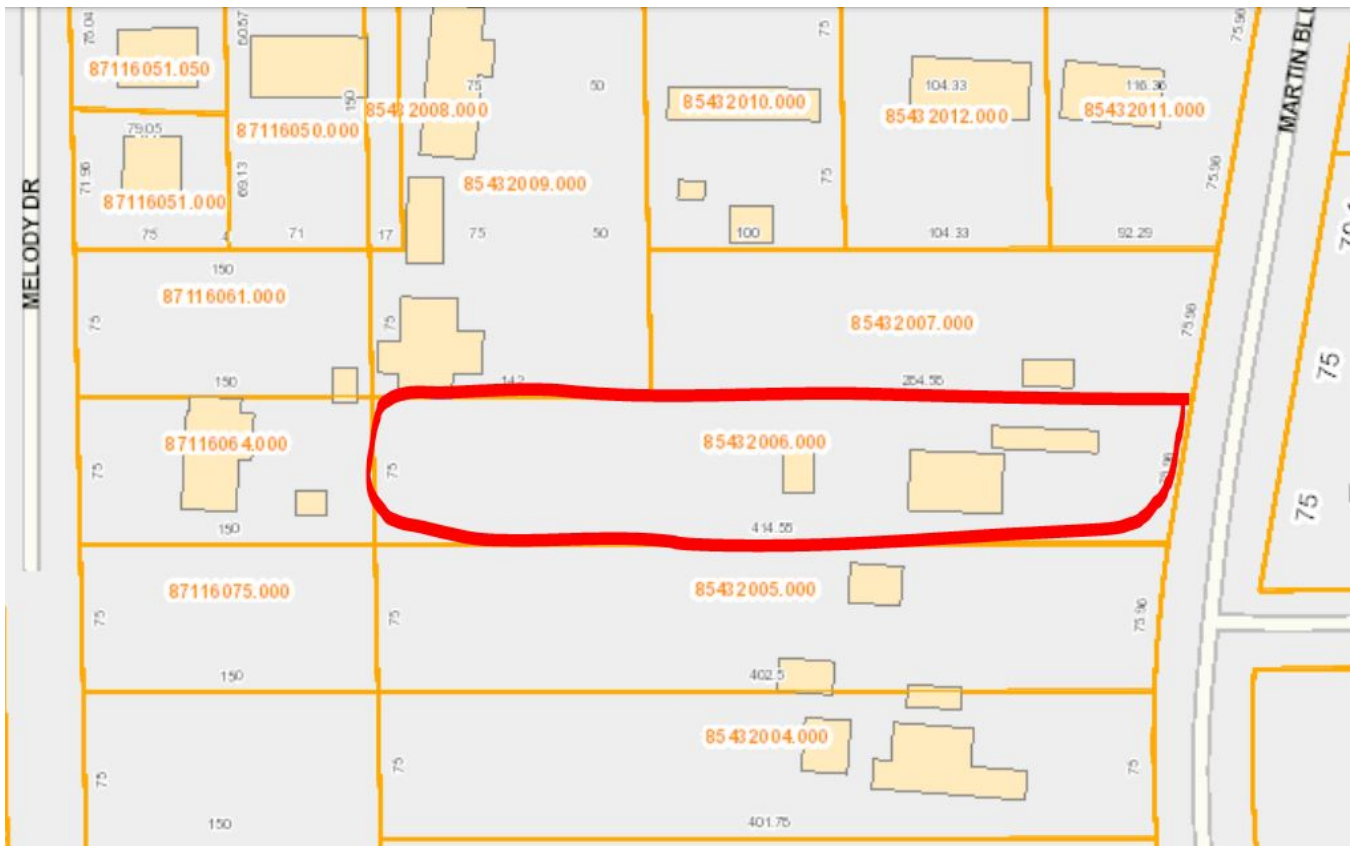
Charge the cost as a line against the property to be collected upon sale of the property.

Collect the cost through Civil proceedings.

Add \$1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

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



JACKSON COUNTY, MS

Current Date 11/21/2024

Tax Year 2023

Records Last Updated 11/20/2024

PROPERTY DETAIL		
OWNER	HILL JAMES O (EST)	ACRES : .71
	7313 MARTIN BLUFF RD	LAND VALUE : 4810
		IMPROVEMENTS : 31180
	GAUTIER MS 39553	TOTAL VALUE : 35990
		ASSESSED : 3599

PARCEL 85432006.000

ADDRESS 7313 MARTIN BLUFF

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

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 8 HASTINGS S/D DB 243-508
HOMESTEAD CODE	O65	(1
TAX DISTRICT	3840	94 Map771.12-04)
PPIN	068621	
SECTION	12	
TOWNSHIP	7	
RANGE	7	



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 December 3, 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 uncleanness as to be a menace to the public health, safety, and welfare of the community:

7313 Martin Bluff Rd

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

"Nature's Playground!"

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



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

CITY OF GAUTIER

Nature's Playground

November 18, 2024

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

TO: Murphy Hill/James Hill Est.
7313 Martin Bluff
Gautier, MS 39553

Re: Notice of Public Hearing
7313 Martin Bluff

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **7313 Martin Bluff, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **December 3, 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 uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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







WHAT FOLLOWS ON THE LAST FEW PAGES ARE PICTURES FROM LAST YEAR.

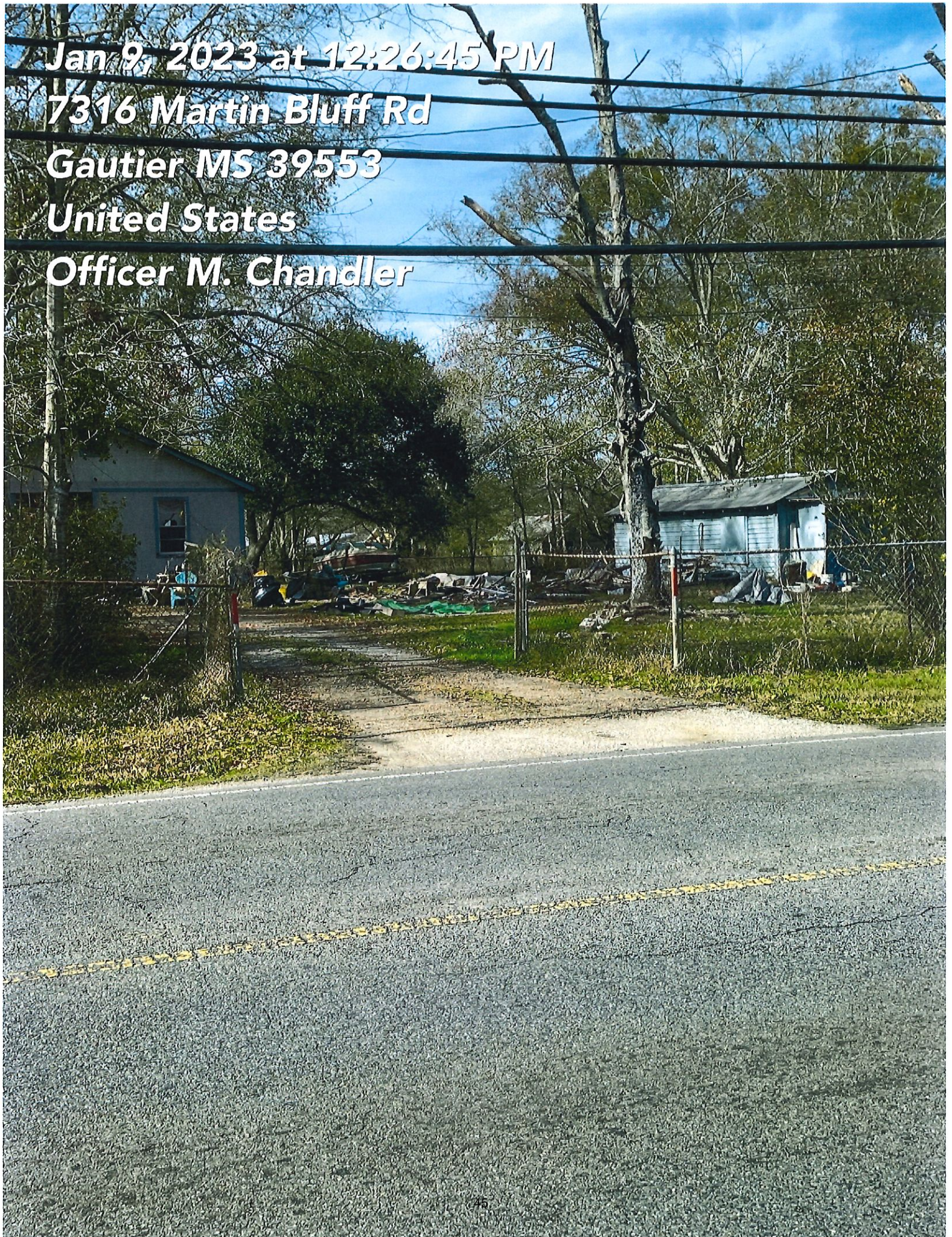
Jan 9, 2023 at 12:26:45 PM

7316 Martin Bluff Rd

Gautier MS 39553

United States

Officer M. Chandler



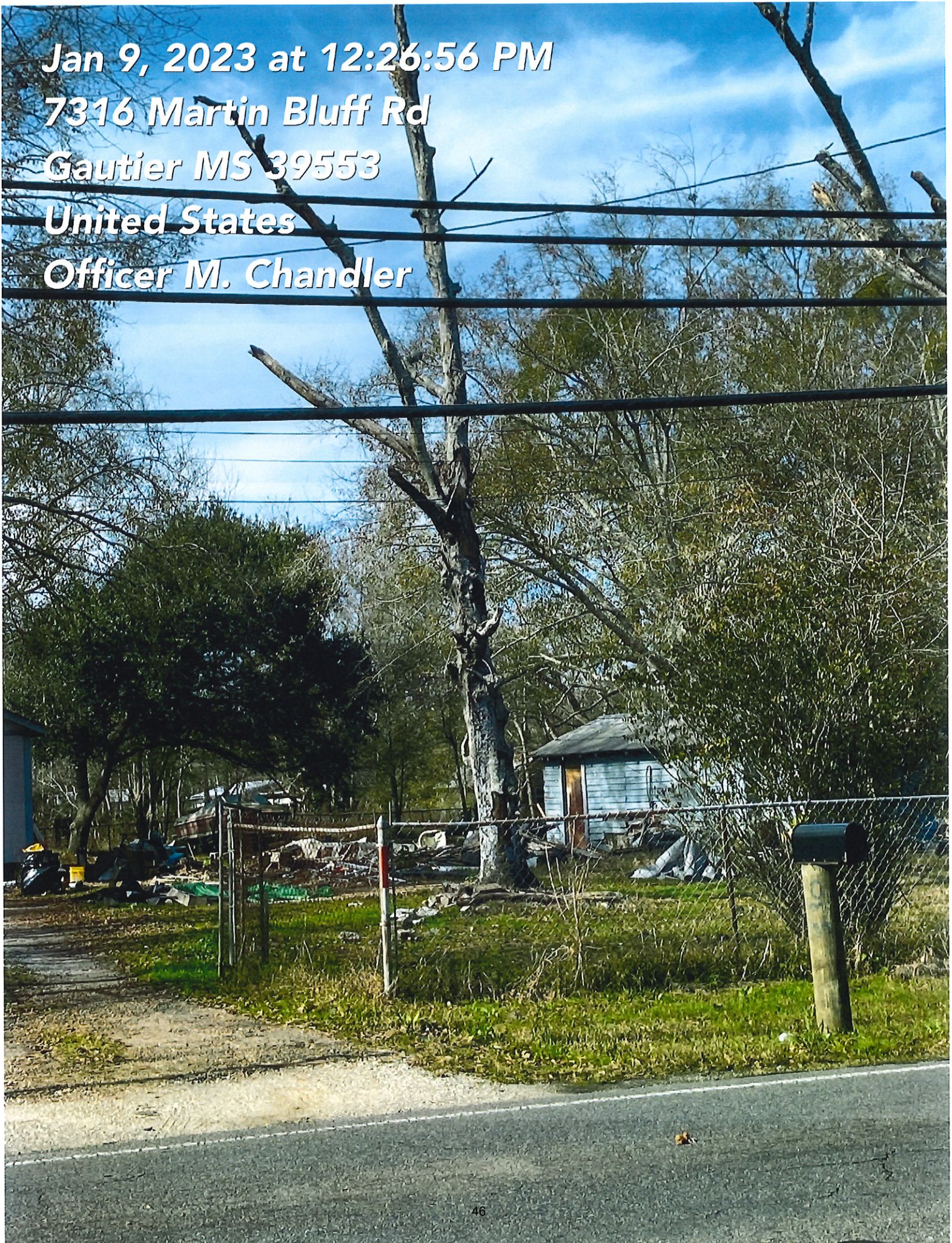
Jan 9, 2023 at 12:26:56 PM

7316 Martin Bluff Rd

Gautier MS 39553

United States

Officer M. Chandler



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

Council Meeting:

December 3, 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	☐
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Second Made by:

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 2024.

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-606 001-092-606	250461	12/03/2024	11/19/2024	11/15/2024	P.O.	690.00	
	Description DEC 2024 ACCT SOFTWARE MAINT DEC 2024 PRIV LIC SW MAINT			Invoice # DHLMN15802 DHLMN15803			490.00 200.00	
001	CINTAS CORPORATION Account Number 001-205-535 001-205-535 001-205-535 001-205-535 001-205-535	250462	12/03/2024	11/19/2024		P.O.	939.71	
	Description OCT 02 2024 MAINT OCT 09 2024 MAINT OCT 16 2024 MAINT OCT 23 2024 MAINT OCT 30 2024 MAINT			Invoice # 4206964697 4207681668 4208407440 4209129577 4209854378			124.96 124.96 334.90 124.96 229.93	
001	PITNEY BOWES INC PURCHASE POWER Account Number 001-092-607	250463	12/03/2024	11/19/2024		P.O.	1,300.00	
	Description POSTAGE METER			Invoice # 0434-6213			1,300.00	
001	TIMOTHY A HERMES Account Number 001-161-681 001-161-681	250479	12/03/2024	11/21/2024		P.O.	321.08	
	Description CLASS REIM: EXTRICATN-RESCUE PER DIEM REIMB			Invoice # 10042024 10042024			300.00 21.08	
001	TORREY HARGROW Account Number 001-100-535	250480	12/03/2024	11/21/2024		P.O.	84.00	
	Description REIMB: UNIFORM ALTERATIONS			Invoice # 11202024			84.00	
001	SOUTHERN TIRE MART LLC DEPT 143 Account Number 001-161-638 001-161-638 001-161-638	250482	12/03/2024	11/21/2024		P.O.	548.54	
	Description EMERG SERV CALL: RESC 33 225/70R19.5/14 TIRE: RESC 33 INSTALL FEES: RESC 33			Invoice # 2500168561 2500168561 2500168561			195.00 299.59 53.95	
001	AGJ SYSTEMS & NETWORKS INC Account Number 001-092-606 001-092-606 001-092-606 001-092-606 001-092-606	250483	12/03/2024	11/22/2024		P.O.	7,654.50	
	Description DEC 2024: MSP COMPLETE CARE DEC 2024: MSP365 EXC (77) DEC 2024: MSP365 BUS (31) DEC 2024: LITIGATN HOLD (17) DEC 2024: BACKUP SERVER (2)			Invoice # MSP-118406 118482 118482 118482 118498			6,200.00 385.00 418.50 51.00 600.00	
001	SPARKLIGHT Account Number 001-100-699	250494	12/03/2024	11/25/2024		P.O.	71.37	
	Description NOV 2024:CBL BOX			Invoice # 11082024			71.37	
001	SPARKLIGHT Account Number 001-100-699	250495	12/03/2024	11/25/2024		P.O.	145.79	
	Description NOV 2024:POLICE			Invoice # 11082024			145.79	

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC Account Number 001-090-698	250497	12/03/2024	11/25/2024	Invoice # MB1771	Date 11/15/2024	P.O. 175.00	175.00
001	GLOBALSTAR Account Number 001-092-605	250498	12/03/2024	11/25/2024	Invoice # 0080809967	Date 11/16/2024	P.O. 103.72	103.72
001	AT&T Account Number 001-092-605	250499	12/03/2024	11/25/2024	Invoice # 2284978000	Date 11/14/2024	P.O. 4,555.85	4,555.85
001	AT&T Account Number 001-100-699	250500	12/03/2024	11/25/2024	Invoice # 2284970262	Date 11/14/2024	P.O. 37.64	37.64
001	SPARKLIGHT Account Number 001-205-698	250510	12/03/2024	11/25/2024	Invoice # 11202024	Date 11/20/2024	P.O. 128.72	128.72
001	FUELMAN Account Number 001-090-525 001-100-525 001-161-525 001-170-525 001-205-525	250514	12/03/2024	11/25/2024	Invoice # NP67453710 NP67453710 NP67453710 NP67453710 NP67453710	Date 11/18/2024 11/18/2024 11/18/2024 11/18/2024 11/18/2024	P.O. 24.26 1,997.52 513.98 150.55 85.01	2,771.32
001	FUELMAN Account Number 001-090-525 001-100-525 001-161-525 001-170-525 001-205-525	250516	12/03/2024	11/25/2024	Invoice # NP67474892 NP67474892 NP67474892 NP67474892 NP67474892	Date 11/25/2024 11/25/2024 11/25/2024 11/25/2024 11/25/2024	P.O. 135.84 1,864.33 483.31 249.10 52.67	2,785.25
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603 001-092-603	250518	12/03/2024	11/25/2024	Invoice # 9247	Date 11/25/2024	P.O. 9,175.00	4,175.00
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	250519	12/03/2024	11/25/2024	Invoice # 9248	Date 11/25/2024	P.O. 10,800.00	10,800.00
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	250520	12/03/2024	11/25/2024	Invoice # 9252	Date 11/25/2024	P.O. 13,511.00	13,511.00

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RIDGEDELL BROS INC	Account Number	250528 12/03/2024	11/26/2024			2,604.99	
	DEC 2024 BBD MNT: ENT SIGNS	23083730		11/26/2024			1,006.66	
	DEC 2024 LAWN MNT: S HWY 90	23083729		11/26/2024			615.00	
	DEC 2024 LAWN MNT: HWY 90 INTS	23083727		11/26/2024			983.33	
001	SINGING RIVER ELECTRIC COOPERATIVE	Account Number	250533 12/03/2024	11/26/2024			671.15	
	BROWN FD 95237002	11152024		11/20/2024			412.39	
	MARTIN BLUFF FD 58380001	11172024		11/20/2024			216.73	
	CITY LIMIT SIGN 17546	11172024		11/20/2024			42.03	
001	REYNOLDS WHOLESALE CO	Account Number	250536 12/03/2024	11/26/2024			359.58	
	10" STYROFOAM PLATE 500CT	77886		11/15/2024			59.50	
	6" STYROFOAM PLATE 1000CT	77886		11/15/2024			49.50	
	16OZ PLASTIC CUP 1000CT	77886		11/15/2024			78.00	
	PLASTIC FORK 1000CT	77886		11/15/2024			39.50	
	PLASTIC SPOON 1000CT	77886		11/15/2024			39.50	
	PLASTIC KNIFE 100CT (2)	77886		11/15/2024			7.90	
	HALF SIZE ALUMINUM PAN (36)	77886		11/15/2024			24.84	
	FULL SIZE ALUMINUM PAN (36)	77886		11/15/2024			60.84	
001	MS FIRE ACADEMY	Account Number	250539 12/03/2024	11/26/2024			965.00	
	FIRST CRS SC537: LINTON, J	32948		11/19/2024			365.00	
	FS INST 1041-I-II: GORF, I	32929		11/19/2024			600.00	
001	SUNBELT FIRE INC	Account Number	250540 12/03/2024	11/26/2024			1,766.00	
	NFPA STD PUMP TEST: E3	00020234		11/19/2024			245.00	
	NFPA STD PUMP TEST: E5	00020235		11/19/2024			245.00	
	NFPA STD PUMP TEST: E1	00020236		11/19/2024			245.00	
	TRAVEL GAUTIER FIRE DEPT	00020236		11/19/2024			316.00	
	OVERNIGHT STAY	00020236		11/19/2024			225.00	
	NFPA STD PUMP TEST: E2	00020237		11/19/2024			245.00	
	NFPA STD PUMP TEST: E4	00020238		11/19/2024			245.00	
001	HARRISON COUNTY HCLETA	Account Number	250542 12/03/2024	11/26/2024			8,750.00	
	FTO CERT CLASS: ZELAYA, A	2024-076		11/15/2024			250.00	
	FTO CERT CLASS: DERBY, M	2024-076		11/15/2024			250.00	
	FTO CERT CLASS: SHUMOCK, C	2024-076		11/15/2024			250.00	
	BASIC LEO CADET: ROJO, V	2024-084		11/04/2024			4,000.00	
	BASIC LEO CADET: SHERMAN, S	2024-084		11/04/2024			4,000.00	
001	STAPLES BUSINESS ADVANTAGE DEPT	Account Number	250549 12/03/2024	11/26/2024			136.24	
	SHARPLE S-GEI BLUE 12CT	6016535019		11/07/2024			17.99	
	CS 8.5X11 COPY PAPER (2)	6016535019		11/07/2024			51.56	

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	250549	12/03/2024	11/26/2024			136.24	(CONTINUED)
	Account Number						Amount	
	001-161-500						66.69	
001	RUGGED SOLUTIONS AMERICA LLC	250552	12/03/2024	11/26/2024			1,072.99	
	Account Number						Amount	
	001-100-570						1,040.00	
	001-100-570						32.99	
001	SPORTABOUT	250554	12/03/2024	11/26/2024			773.50	
	Account Number						Amount	
	001-170-502						547.40	
	001-170-502						226.10	
001	MS LAW RESEARCH INSTITUTE	250555	12/03/2024	11/26/2024			84.00	
	Account Number						Amount	
	001-010-559						84.00	
001	E AND J TIRE LLC	250556	12/03/2024	11/26/2024			265.00	
	Account Number						Amount	
	001-170-638						100.00	
	001-170-638						100.00	
	001-170-638						25.00	
	001-170-638						40.00	
001	AMAZON CAPITAL SERVICE	250557	12/03/2024	11/26/2024			824.42	
	Account Number						Amount	
	001-170-513						111.96	
	001-170-513						118.36	
	001-170-513						-4.61	
	001-100-587						138.07	
	001-100-587						116.39	
	001-161-559						64.99	
	001-100-500						102.24	
	001-100-500						47.06	
	001-100-500						39.99	
	001-100-635						89.97	
001	CANNON PAF LLC	250559	12/03/2024	11/26/2024			171.35	
	Account Number						Amount	
	001-100-638						171.35	
001	OCCUPATIONAL HEALTH CENTER INC	250560	12/03/2024	11/26/2024			169.00	
	Account Number						Amount	
	001-161-604						75.00	
	001-161-604						35.00	
	001-161-604						41.00	
	001-161-604						18.00	
001	C SPIRE WIRELESS	250566	12/03/2024	11/27/2024			696.18	
	Account Number						Amount	
	001-100-605						489.30	
	001-100-606						206.88	

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUNTIME EVENT SERVICES	250571	12/03/2024	11/27/2024	Invoice #	Date	P.O.	Amount
	Account Number							
	001-170-513	PIRATE'S REVENGE RIDE			20888	12/07/2024	250118	1,675.00
	001-170-513	MINDWINDER			20888	12/07/2024	250118	1,675.00
	001-170-513	INTERMEDIATE SWINGS			20888	12/07/2024	250118	1,675.00
	001-170-513	ELECTRIC FUNTIME EXPRESS TRAIN			20888	12/07/2024	250118	1,100.00
	001-170-513	DELIVERY CHR: CHRISTMAS EVENT			20888	12/07/2024	250118	500.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	250573	12/03/2024	11/27/2024	Invoice #	Date	P.O.	Amount
	Account Number							
	001-100-535	DUTY BOOTS: BYRD, S			455	11/25/2024	250272	100.00
001	SINGING RIVER ELECTRIC COOPERATIVE	250581	12/03/2024	11/27/2024	Invoice #	Date	P.O.	Amount
	Account Number							
	001-201-633	STREET LIGHTING 10054			11182024	11/22/2024		7,055.37
	001-201-633	WM PAYNE 10054-100244008			11182024	11/22/2024		777.08
	001-092-631	CITY HALL 10054			11182024	11/22/2024		764.77
	001-170-631	FRAZIER PARK 10054			11182024	11/22/2024		63.50
	001-170-631	SENIOR BLDG 10054			11182024	11/22/2024		301.80
	001-170-631	CITY PARK 10054			11182024	11/22/2024		162.26
	001-161-631	CENTRAL PD 10054			11182024	11/22/2024		367.17
	001-092-631	PUBLIC WORKS 10054			11182024	11/22/2024		307.85
	001-092-631	HWY 90 SIGN 10054			11182024	11/22/2024		36.87
	001-201-629	SIGNAL LIGHTS 10054			11182024	11/22/2024		58.32
001	SINGING RIVER ELECTRIC COOPERATIVE	250582	12/03/2024	11/27/2024	Invoice #	Date	P.O.	Amount
	Account Number							
	001-100-631	POLICE STATION 66298004			11182024	11/22/2024		1,731.85
	001-170-631	ROUNDAABOUT 102311004			11182024	11/22/2024		30.00
	001-201-633	WM PAYNE 100245001			11182024	11/22/2024		68.22
FUND TOTAL	1 Claims	to	Checks	38 Total	93,557.95 Manual	Held	Total	93,557.95

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	GOTTFRIED CONSTRUCTION LLC Account Number 003-721-713	250535	12/03/2024	11/26/2024	Invoice #	Date 11/26/2024	355,319.37	
		LS UPGRADES 78%		11		P.O.	Amount	
FUND TOTAL	3 Claims to	Checks	1 Total	355,319.37	Manual	Held	Total	355,319.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	MISSISSIPPI POWER Account Number 004-510-628	250484	12/03/2024	11/22/2024			4,972.00	
		NOV 2024 LEASE: SOUND		0945635021	11/18/2024		4,972.00	
004	SPARKLIGHT Account Number 004-510-699	250511	12/03/2024	11/25/2024			1,690.00	
		11/20-12/19/24 SERV:140013863		11202024	11/20/2024		1,690.00	
004	RIDGDELL BROS INC Account Number 004-510-680 004-510-699 004-510-680	250529	12/03/2024	11/26/2024			5,140.74	
		DEC 2024 LAMN MNT: SOUND		23083728	11/26/2024		3,695.83	
		DEC 2024 GNAT-INSECT APPL		23083731	11/26/2024		267.00	
		DEC 2024 CHEMICAL APP: SOUND		23083732	11/26/2024		1,177.91	
004	REYNOLDS WHOLESALE CO Account Number 004-510-510 004-510-510	250537	12/03/2024	11/26/2024			190.40	
		TISSUE 9" JUMBO 12CT (5)		77884	11/14/2024		132.50	
		8" BRWN TOWEL ROLL 6CT (2)		77884	11/14/2024		57.90	
004	AMAZON CAPITAL SERVICE Account Number 004-510-559 004-510-559 004-510-559	250558	12/03/2024	11/26/2024			392.91	
		FAIRY LIGHTS 26' 6PK (4)		1KLVXGRXW7	11/25/2024		139.96	
		24"CHRISTMAS BALL 12CT		1KLVXGRXW7	11/25/2024		52.99	
		200"CHRISTMAS GARLAND 4PK(4)		1KLVXGRXW7	11/25/2024		199.96	
FUND TOTAL	4 Claims	to	Checks	5 Total	12,386.05	Manual	Held	Total 12,386.05

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	250521	12/03/2024	11/25/2024			1,877.01	
		CONST ENG & INS: #24		Invoice # 1231390	Date 11/25/2024	P.O.	Amount 1,877.01	
FUND TOTAL 130 Claims	to	Checks	1 Total	1,877.01	Manual		Held	Total 1,877.01

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GULF COAST BUSINESS SUPPLY CO							
	Account Number						17,918.45	
	156-100-799	250569	12/03/2024	11/27/2024				
	156-100-799	Description			Invoice #	Date	P.O.	Amount
	156-100-799	21DX24W CENTER DRAWER (4)			272845	11/25/2024	250108	455.40
	156-100-799	24DX48W LEFT RETURN (4)			272845	11/25/2024	250108	3,896.20
	156-100-799	30DX66W OFFICE DESK (4)			272845	11/25/2024	250108	6,127.00
	156-100-799	36WX68H OPEN BOOKCASE (4)			272845	11/25/2024	250108	2,664.20
	156-100-799	78WX38H HIGHBACK HUTCH (3)			272845	11/25/2024	250108	3,037.65
	156-100-799	BAJA ARMLESS CHAIR (8)			272845	11/25/2024	250108	1,738.00
156	MCWHORTER PAINTING CONTRACTORS LLC						17,438.00	
	Account Number							
	156-100-799	250572	12/03/2024	11/27/2024				
	156-100-799	Description			Invoice #	Date	P.O.	Amount
	156-100-799	EXT PAINT PKG: GPD BUILDING			453	11/26/2024	250130	15,770.00
	156-100-799	PREP/PAINT DOORS			453	11/26/2024	250130	500.00
	156-100-799	PREP/PAINT CONCRETE POSTS			453	11/26/2024	250130	200.00
	156-100-799	PREP/OSHPD/OIL PRIME/PAINT			453	11/26/2024	250130	968.00
FUND TOTAL 156	Claims	to	Checks	2	Total	35,356.45	Manual	Held
								Total 35,356.45

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans		Release		Claim		Check		Claim	Amount	Approved/Disapproved
		#		Date		Date		Number	Number			
157	RAY ALLEN MANUFACTURING LLC											
	Account Number											
	157-100-799											
	157-100-799											
	157-100-799											
	250543 12/03/2024 11/26/2024											
	Description											
	K9 DEPLOYMENT KIT											
	MD10 FAN F SERIES ONLY											
	Invoice #											
	RINV403989											
	RINV403989											
	11/15/2024											
	11/15/2024											
	250234											
	250234											
	1,483.98											
	1,399.99											
	83.99											
157	RUGGED SOLUTIONS AMERICA LLC											
	Account Number											
	157-100-799											
	157-100-799											
	157-100-799											
	157-100-799											
	250553 12/03/2024 11/26/2024											
	Description											
	HELMET KIT (2)											
	SPEAKER MIC PO WRLS RECVR(2)											
	BT WRLS PTT TRANSMITTER (2)											
	SHIPPING											
	Invoice #											
	58821											
	58821											
	58821											
	11/11/2024											
	11/11/2024											
	11/11/2024											
	11/11/2024											
	250216											
	250216											
	250216											
	3,690.69											
	660.00											
	2,080.00											
	880.00											
	70.69											
FUND TOTAL 157 Claims	to											
Checks	2 Total											
	5,174.67 Manual											
	Held											
	Total											
	5,174.67											

Release date from 12/03/2024 thru 12/03/2024
 Docket of Claims

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC							
	Account Number	250541	12/03/2024	11/26/2024			6,585.00	
	160-161-702	STREAMELT SURVIVOR X (4)			00020197	11/18/2024	250250	600.00
	160-161-702	DW PPV FAN W/2 BTRY & CHRGS			00020197	11/18/2024	250250	5,985.00
FUND TOTAL 160 Claims	to	Checks	1 Total				6,585.00 Manual	Total 6,585.00

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	250481	12/03/2024	11/22/2024	Invoice # NOV 2024	Date 11/22/2024	P.O. 1,607.02 Amount	
	LIBRARY SUPPORT							
FUND TOTAL 172 Claims	to	Checks	1 Total	1,607.02	Manual	Held	Total	1,607.02

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
173	SEYMOUR ENGINEERING PLLC Account Number 173-300-762	250522	12/03/2024	11/25/2024			3,942.50	
		30%		9250	Invoice #	Date	P.O.	
					11/25/2024			
FUND TOTAL	173 Claims	to	Checks	1 Total	3,942.50	Manual	Held	Total
								3,942.50

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	250460	12/03/2024	11/19/2024			702.20	
	Account Number			Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE NOV 2024		4113	11/15/2024		52.20	
	176-170-699	SHOPPING CART		4113	11/15/2024		300.00	
	176-170-699	WEBSITE MAINT 10/14-11/14/24		4113	11/15/2024		350.00	
176	AT&T	250502	12/03/2024	11/25/2024			179.40	
	Account Number			Invoice #	Date	P.O.	Amount	
	176-170-605	MTLHY SERVICE 2 LINES		2284972244	11/14/2024		179.40	
176	SEYMOUR ENGINEERING PLLC	250531	12/03/2024	11/26/2024			375.00	
	Account Number			Invoice #	Date	P.O.	Amount	
	176-170-699	SURVEY BNDRY W/2219 SANDALWD		9254	11/25/2024		375.00	
176	SPARKLIGHT	250532	12/03/2024	11/26/2024			219.39	
	Account Number			Invoice #	Date	P.O.	Amount	
	176-170-699	DEC 2024: SSP 132698937		110202024	11/20/2024		219.39	
176	HENZE ENTERPRISES INC	250544	12/03/2024	11/26/2024			855.00	
	Account Number			Invoice #	Date	P.O.	Amount	
	176-170-559	15 TN LIMESTONE: SHEPARD		33222	11/15/2024		855.00	
176	MARSH AND PINE LLC	250548	12/03/2024	11/26/2024			124.00	
	Account Number			Invoice #	Date	P.O.	Amount	
	176-170-541	POTTERY MUGS (2)		2024-2	11/22/2024		36.00	
	176-170-541	BERRY BOWL		2024-2	11/22/2024		18.00	
	176-170-541	SPOON REST		2024-2	11/22/2024		10.00	
	176-170-541	BOWLS (2)		2024-2	11/22/2024		30.00	
	176-170-541	TUMBLERS (2)		2024-2	11/22/2024		30.00	
FUND TOTAL 176 Claims	to	Checks	6 Total	2,454.99	Manual	Held	Total	2,454.99

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Docket of Claims
from 12/03/2024

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

300 SEYMOUR ENGINEERING PLLC

Account Number
300-600-603

2501	Description	BIDDING 100%
2501		

25/2024
Invoice
9249

Date P.O.
11/25/2024

5,000.00
Amount

5,000.00

FUND TOTAL 300 Claims

07

Checks

1 Total

5,000.00 Manual

Held

Total

5,000.00

R FY 2025

Docket of Claims

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	SEYMOUR ENGINEERING PLLC Account Number 310-093-705	250527	12/03/2024	11/25/2024	Invoice # 9253	Date 11/25/2024	1,200.00 P.O. Amount	1,200.00
FUND TOTAL 310 Claims to Checks 1 Total							1,200.00 Manual	Held Total
								1,200.00

Release date from 12/03/2024 thru 12/03/2024

Docket of Claims

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGONER ENGINEERING INC Account Number 355-723-763	250464	12/03/2024	11/19/2024			888.00	
		Description CONSTR PHASE: TRMNT PLANT		Invoice # 43250	Date 11/18/2024	P.O.	Amount 888.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	888.00 Manual		Held	Total	888.00

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC Account Number 362-600-762	250526	12/03/2024	11/25/2024	9251		20,530.00	
		ENG DESIGN 80%					Amount	
							20,530.00	
FUND TOTAL	362 Claims	to	Checks	1 Total	20,530.00	Manual	Held	Total 20,530.00

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND Account Number 400-900-950	250453	12/03/2024	11/19/2024			24,000.00	
	Description DEC 2024: 2018 BOND DS			Invoice #				
				12012024				24,000.00
400	2018-2019 BOND DEBT SERVICE FUND Account Number 400-900-950	250454	12/03/2024	11/19/2024			32,000.00	
	Description DEC 2024: 2019 BOND DS			Invoice #				
				12012024				32,000.00
400	COG DEPOSITORY ACCOUNT Account Number 400-680-821	250455	12/03/2024	11/19/2024			43,427.11	
	Description ST LNS #3 90/57 SWR			Invoice #				
	400-680-822			11122024				7,877.45
	400-680-822			11122024				10,948.67
	400-680-823			11122024				9,019.22
	400-680-824			11122024				2,149.95
	400-680-825			11122024				3,765.83
	ST LNS #7 OLD SPAN TR			11122024				9,665.99
400	REGIONS BANK CORPORATE TRUST Account Number 400-680-819	250457	12/03/2024	11/19/2024			18,025.00	
	Description INT: S2020 BOND 11504			Invoice #				
				G067Z08				18,025.00
400	COGENT STRATEGIES LLC Account Number 400-650-601	250458	12/03/2024	11/19/2024			7,500.00	
	Description PROF FEES: 11/06/24-12/05/24			Invoice #				
				3678				7,500.00
400	LYMAN WELL COMPANY Account Number 400-651-581	250459	12/03/2024	11/19/2024			800.00	
	Description 50HP MOTOR & INSTL: HWY 57			Invoice #				
				24-413				800.00
400	JACKSON COUNTY UTILITY AUTHORITY Account Number 400-651-668	250476	12/03/2024	11/20/2024			256,417.00	
	Description DEC 2024: TREATMENT CHGS			Invoice #				
				2778				256,417.00
400	SPARKLIGHT Account Number 400-650-698	250496	12/03/2024	11/25/2024			185.88	
	Description DEC 2024: 118901040			Invoice #				
				11162024				185.88
400	AT&T Account Number 400-650-605	250501	12/03/2024	11/25/2024			189.07	
	Description MONTHLY SERVICE			Invoice #				
				2284975234				189.07
400	SINGING RIVER ELECTRIC COOPERATIVE Account Number 400-651-631 400-651-631 400-651-631	250512	12/03/2024	11/25/2024			1,051.25	
	Description CARTER RD WTR TANK 109812001			Invoice #				
	LIFT STNS 20649			11152024				31.29
	LIFT STNS 28779			11152024				927.87
				11152024				92.09

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	250513	12/03/2024	11/25/2024			6,388.58	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-651-631			11172024	11/21/2024		2,046.20	
	400-651-631			11172024	11/21/2024		3,249.84	
	400-651-631			11122024	11/18/2024		863.02	
	400-651-631			11122024	11/18/2024		229.52	
400	FUELMAN	250515	12/03/2024	11/25/2024			149.74	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-650-525			NP67453710	11/18/2024		149.74	
400	FUELMAN	250517	12/03/2024	11/25/2024			161.81	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-650-525			NP67474892	11/25/2024		161.81	
400	SINGING RIVER ELECTRIC COOPERATIVE	250534	12/03/2024	11/26/2024			99.70	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-651-631			11172024	11/24/2024		69.70	
	400-651-631			11172024	11/24/2024		30.00	
400	DIXIE RUBBER & BELTING COMPANY	250538	12/03/2024	11/26/2024			347.37	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-651-581			242038	11/15/2024		226.50	
	400-651-581			242038	11/15/2024		95.00	
	400-651-581			242038	11/15/2024		25.87	
400	CENTRAL PIPE SUPPLY-JACKSON	250545	12/03/2024	11/26/2024			602.52	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-651-709			392427.001	11/13/2024		429.24	
	400-651-709			392427.001	11/13/2024		173.28	
400	COAST CHLORINATOR & PUMP CO INC	250546	12/03/2024	11/26/2024			3,141.60	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-651-581			78147	11/15/2024		1,705.00	
	400-651-581			78147	11/15/2024		-341.00	
	400-651-581			78147	11/15/2024		2,222.00	
	400-651-581			78147	11/15/2024		-444.40	
400	BAY MOTOR WINDING INC	250547	12/03/2024	11/26/2024			700.00	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-651-584			0132012	11/19/2024		600.00	
	400-651-584			0132012	11/19/2024		100.00	
400	STAPLES BUSINESS ADVANTAGE DEPT	250550	12/03/2024	11/26/2024			196.17	
	Account Number			Invoice #	Date	P.O.	Amount	
	400-650-500			6016535023	11/07/2024		1.84	
	400-650-500			6016535023	11/07/2024		12.65	
	400-650-500			6016535023	11/07/2024		49.95	
	400-650-500			6016535023	11/07/2024		131.69	

Release date from 12/03/2024 thru 12/03/2024

Fund	Name of Claimant	Trans Release		Claim		Check		Claim Amount	Approved/Disapproved
		#	Date	Date	Number	Number	Number		
400	CITY ELECTRIC SUPPLY CO							525.00	
	Account Number								
	400-651-584							525.00	
400	J H WRIGHT & ASSOCIATES INC							1,100.00	
	Account Number								
	400-651-584							1,100.00	
400	MICRO METHODS INC							330.00	
	Account Number								
	400-651-698							70.00	
	400-651-698							100.00	
	400-651-698							30.00	
	400-651-698							100.00	
	400-651-698							30.00	
400	SINGING RIVER ELECTRIC COOPERATIVE							8,703.96	
	Account Number								
	400-651-631							214.08	
	400-651-631							4,131.25	
	400-651-631							1,678.75	
	400-651-631							2,679.88	
FUND TOTAL	400 Claims	to	Checks	23 Total		406,041.76 Manual	Held	Total	406,041.76

Docket of Claims
Release date from 12/03/2024 thru 12/03/2024

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	38 Total	93,557.95 Manual	Held	Total	93,557.95
FUND 3 Claims	to	Checks	1 Total	355,319.37 Manual	Held	Total	355,319.37
FUND 4 Claims	to	Checks	5 Total	12,386.05 Manual	Held	Total	12,386.05
FUND 130 Claims	to	Checks	1 Total	1,877.01 Manual	Held	Total	1,877.01
FUND 156 Claims	to	Checks	2 Total	35,356.45 Manual	Held	Total	35,356.45
FUND 157 Claims	to	Checks	2 Total	5,174.67 Manual	Held	Total	5,174.67
FUND 160 Claims	to	Checks	1 Total	6,585.00 Manual	Held	Total	6,585.00
FUND 172 Claims	to	Checks	1 Total	1,607.02 Manual	Held	Total	1,607.02
FUND 173 Claims	to	Checks	1 Total	3,942.50 Manual	Held	Total	3,942.50
FUND 176 Claims	to	Checks	6 Total	2,454.99 Manual	Held	Total	2,454.99
FUND 300 Claims	to	Checks	1 Total	5,000.00 Manual	Held	Total	5,000.00
FUND 310 Claims	to	Checks	1 Total	1,200.00 Manual	Held	Total	1,200.00
FUND 355 Claims	to	Checks	1 Total	888.00 Manual	Held	Total	888.00
FUND 362 Claims	to	Checks	1 Total	20,530.00 Manual	Held	Total	20,530.00
FUND 400 Claims	to	Checks	23 Total	406,041.76 Manual	Held	Total	406,041.76
Total for all Funds		Checks	85 Total	951,920.77 Manual	Held	Total	951,920.77

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

December 3, 2024
Receive October 2024 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive October 2024 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, Miss. Code Ann. 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 October 2024 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 2024.

City of Gautier				
Business Registry				
Oct-24				
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1185	2025-10-0008872	Azteca's	\$75.00	Current
867	2025-09-0008873	1st Choice Storage	\$20.00	Current
20	2025-10-0008874	First Federal Savings & Loan	\$30.00	Current
1234	2025-10-0008875	Shoe Dept.	\$122.50	Current
1901	2025-10-0008876	J Mart II, LLC	\$240.00	New Business
1902	2025-10-0008877	Magnus Training Academy	\$70.00	New Business
1627	2025-10-0008878	Goff Apartments	\$20.00	Current
26	2025-10-0008879	Hancock Whitney Bank	\$30.00	Current
1388	2025-10-0008880	Auto Zone #104907	\$50.00	Current
27	2025-10-0008881	Hardee's #1556	\$36.00	Current
50	2025-10-0008882	Shanghai Restaurant	\$35.00	Current
9	2025-10-0008883	Coast Construction	\$20.00	Current
1499	2025-08-0008884	Bunny Bread Retail Thrift Store	\$55.50	Delinquent
1903	2025-10-0008885	Faith Vision Incorporation	\$20.00	New Business
1506	2025-10-0008886	HII Family Vision Center	\$20.00	Current
1837	2025-08-0008887	The Social Palette	\$22.20	Delinquent
30	2025-10-0008888	Huck's Cove	\$51.00	Current
1798	2025-10-0008889	Phillip Thomas	\$20.00	Current
1387	2025-10-0008890	Spanish Trail Lanes	\$51.00	Current
53	2025-10-0008891	Sioux Bayou Arms, LLC	\$20.00	Current
1904	2025-10-0008892	Daniel G. Foster	\$20.00	New Business
1796	2025-10-0008893	El Patron Mexican Restaurant	\$45.00	Current
1618	2025-08-0008894	Vernis D'OR	\$22.20	Delinquent
134	2025-11-0008895	United Parcel Service, Inc.	\$93.00	Current
1905	2025-10-0008896	Brothers In Arms Firearms LLC	\$20.00	New Business
1505	2025-10-0008897	Kay Thompson	\$20.00	Current
1797	2025-10-0008898	Set It Off Creations, LLC	\$20.00	Current
1906	2025-10-0008899	Posh Pets, LLC	\$20.00	New Business
1790		Posh Pets		Closed Business
1907	2025-10-0008900	Sassy Wags	\$20.00	New Business
TOTAL:				
		New Business	7	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewal Issued	3	
		Current	19	

New Business October 2024	Business Address	Business Phone	Business Description
J Mart II, LLC	910 Hwy 90	228-202-5748	Gas station/convenience store
Magnus Training Academy & Brazilian Jiu-Jitsu	2707 Hwy 90 Suite 13	228-623-8056	Jiu- Jitsu
Faith Vision Incorporation	4528 Gautier Vancleave Rd	228-522-3497	Childcare Center
Daniel G. Foster	2203 Starfish Rd	228-249-2134	Consulting home office
Brothers in Arms Firearms, LLC	8325 Redstone Dr	228-355-6340	Home office for firearms dealer
Posh Pets, LLC	726 Hwy 90 Suite E	228-369-7668	Pet Grooming
Sassy Wags	726 Hwy 90 Suite E	251-295-1883	Pet Accessories

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

December 3, 2024
Authorization to close City Administration offices
on in observance of Christmas/New Year Holiday

Introduced by:
Contact Person/Telephone

City Manager 497-8000 Ext. 306

Summary Explanation: Authorization to close City Administration offices in observance of Christmas/New Year Holiday

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	☐
☐		☐		☐		☐		☐	☐

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, pursuant to MS Code § 3-3-7(1), Governor Tate Reeves authorized the closing of all offices of the State of Mississippi on Thursday, November 28, 2024, in observance of Thanksgiving Day; Wednesday, December 25, 2024, in observance of Christmas Day; and on Wednesday, January 1, 2024, in observance of New Year's Day; and

WHEREAS, in addition, Governor Tate Reeves also authorized to close all offices in the State of Mississippi on Friday, November 29, 2024, in observance of the Thanksgiving Holiday, and Tuesday, December 24, 2024 in observance of the Christmas season; and

WHEREAS, the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday, pursuant to MS Code § 3-3-7(2); and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the closing of City Administration offices on Monday December 23, 2024; Tuesday December 24, 2024; Wednesday December 25, 2024; and Wednesday January 1, 2025; in observance of the Christmas and New Year holidays is hereby authorized.

IT IS FURTHER ORDERED that the additional day of Monday December 23, 2024 will not be compensated and employees will be required to charge leave.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 2024.

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

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

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

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 28, 2024, in observance of THANKSGIVING DAY; on Wednesday, December 25, 2024, in observance of CHRISTMAS DAY; and on Wednesday, January 1, 2025, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 29, 2024, in further observance of the Thanksgiving holiday, and for part or the full day on Tuesday, December 24, 2024, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

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

DONE in the City of Jackson, on the 16TH day of October 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-ninth.



TATE REEVES
GOVERNOR

BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:

December 3, 2024

Title:

Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Hickory Hills and Martin Bluff Sewer Improvements Project

Introduced by:

Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Hickory Hills and Martin Bluff Sewer Improvements Project, in an amount not to exceed \$121,500.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier requires construction administration and resident project representative in relation to the Hickory Hills and Martin Bluff Sewer Improvements Project (GOMESA); and

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

WHEREAS, the City was awarded a total of \$2,701,150 in GOMESA funds for the Martin Bluff and Hickory Hills Improvement project; and

WHEREAS, 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, 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. 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, pursuant to this agreement, Seymour Engineering will provide construction administration (CA) and resident project representative (RPR) services in this agreement. This project is in conjunction with Restore Hickory Hills Sewer Rehabilitation Project which is funding the topographic survey, permitting, engineering design, and bidding package; and

WHEREAS, the Mayor and Council Members hereby find that entering this Professional Services agreement is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Seymour Engineering in relation to the Hickory Hills and Martin Bluff Sewer Improvements Project (GOMESA) is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: November 20, 2024
Subject: Professional Services Agreement with Seymour Engineering for the GOMESA - Hickory Hills and Martin Bluff Sewer Improvements

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for the construction administration and resident project representative work associated with the Hickory Hills and Martin Bluff Sewer Improvements Project in an amount not to exceed \$121,500.

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.

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.

DISCUSSION:

Seymour will provide construction administration (CA) and resident project representative (RPR) services in this agreement. This project is in conjunction with Restore Hickory Hills Sewer Rehabilitation Project which is funding the topographic survey, permitting, engineering design, and bidding package.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for the construction administration and resident project representative work associated with the Hickory Hills and Martin Bluff Sewer Improvements Project in an amount not to exceed \$121,500.

The City Council may:

1. Approve entering into a professional services agreement with Seymour Engineering, as presented; or
2. Not approve entering into a professional services agreement with Seymour Engineering, as presented.

ATTACHMENT(S):

1. Professional Service Agreement

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2024, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to perform sanitary sewer improvements to the Martin Bluff and Hickory Hills area in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 BASIC SERVICES OF ENGINEER

1.1 General.

~~1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project. The Contract will extend through completion of project construction and submittal of all required closeout documents to the Owner.~~

1.2 Preliminary Design.

~~1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.~~

1.3. Final Design Phase.

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

~~1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).~~

~~1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.~~

~~1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.~~

~~1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders~~

~~(all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.~~

~~1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.~~

~~1.4 Bidding or Negotiating Phase.~~

~~After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:~~

~~1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre bid conferences and receive and process deposits for Bidding Documents.~~

~~1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.~~

~~1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.~~

~~1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.~~

~~1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.~~

1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit C "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and

preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or

safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. Engineer shall provide record drawings to the Owner and provide written certification that the project was constructed according to the approved plans, specifications, and contract documents.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.6, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Geotechnical Engineering.

SECTION 3 - PAYMENTS TO ENGINEER

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

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. Payment to Engineer for Basic Services. ENGINEER shall be paid the total amount outlined in Exhibit B:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

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

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit A. Item numbers 2.1.4, 2.1.5 and 2.1.6 shall be paid monthly based on percentage complete of the Lump Sum Amount.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements for Basic Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNERS sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

4.4. Controlling Law.

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

4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

5.1 This Agreement is subject to the following special provisions.

5.1.1 The Final Design of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.

5.2 The following Exhibits are attached to and made a part of this Agreement:

5.2.1 **Exhibit A** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.2 **Exhibit B** Payments to Engineer, consisting of 1 pages.

5.2.3 **Exhibit C** Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.3 This Agreement (consisting of pages 1 to 12, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

OWNER:

DATE:

**PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

ENGINEER:

DATE:

**MARK M. SEYMOUR, JR., P.E.
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532**

EXHIBIT A
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$200.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$175.00/HOUR
ENGINEER (P.E.).....	\$160.00/HOUR
PROJECT MANAGER.....	\$150.00/HOUR
ENGINEER (E.I.T.).....	\$140.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$125.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$105.00/HOUR
ENGINEERING TECHNICIAN.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$95.00/HOUR
DRAFTSMAN (CADD).....	\$75.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$60.00/HOUR
CLERICAL.....	\$50.00/HOUR
SURVEY TECHNICIAN (P.L.S.).....	\$120.00/HOUR
SURVEY ASSISTANT.....	\$75.00/HOUR
SURVEY CREW (TWO-MAN).....	\$140.00/HOUR
SURVEY CREW (THREE-MAN).....	\$150.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$150.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$175.00/HOUR
BOAT RENTAL AND OPERATOR (minimum 4 hours).....	\$135.00/HOUR

REIMBURSABLE:

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

NOTE: ALL TRAVEL COSTS SHALL NOT EXCEED THE ALLOWABLE REIMBURSEMENTS AS ADOPTED BY THE STATE OF MISSISSIPPI.

EXHIBIT B

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

PAYMENTS TO ENGINEER

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on _____, 2024, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. **BASIC SERVICES:**

A. **Construction Administration and Resident Project Representative**

- i. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- ii. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- iii. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- iv. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- v. ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit C)

TOTAL LUMP SUM COST: \$121,500.00

EXHIBIT C
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES
(for use with No. 1910-1. 1984 Edition)

A LISTING OF THE DUTIES, RESPONSIBILITIES AND
LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____ 2024, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

10. Payment Requests:

Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals:

During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

- 1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 3, 2024**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
