

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
December 17, 2024 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. The Sounds of Christmas, featuring Chapel Hart, will be at The Sound Amphitheater on December 23rd at 7pm.
2. City offices will be closed Monday, December 23rd, Tuesday, December 24th, and Wednesday, December 25th in observance of the Christmas Holiday.
3. City offices will be closed Wednesday, January 1st in observance of the New Year Holiday.

IV. Presentation Agenda

1. Recognition of the 11-12 U Gautier Youth Football Team for winning the 2024 Mississippi Gulf Coast Youth Football League Superbowl Championship.

V. Business Agenda

1. Consider a request for a one (1) foot variance to fence height requirements in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 1715 Piney Lane, Gautier, MS, (GPC #24-52-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration of a Conditional Use-Major Permit that would allow a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District, located at 3880 Gautier Vancleave Road, Suite 9, Gautier, MS, (GPC #24-53-CU)

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

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

- 1. Approval of Minutes from Recessed Council Meeting held November 19, 2024, and Regular Council Meeting held December 3, 2024.**
- 2. Receive November 2024 Privilege License Reports**
- 3. Approval of water and sewer adjustments for December 2024 in the amount of \$7,650.21**
- 4. Authorization to purchase a K-9 for Law Enforcement purposes**
- 5. Authorization for the Chief of Police to apply for the AKC Reunite K9 Cop Grant Program**
- 6. Approval of a Shepard State Park Mobile Home Lease Agreement between the City of Gautier and Miranda Goldsmith**
- 7. Authorization to enter into a Subaward Agreement with the Mississippi Department of Environmental Quality for the Shepard State Park Recreational Enhancement Project**
- 8. Authorization to enter into a Professional Services Agreement with Seymour Engineering for the Belk Building Canopy Demolition Project**
- 9. Authorization to advertise for bids for the GOMESA Hickory Hills, Langrange, and Cotita Water Quality and Storm Water Runoff Improvements Project**
- 10. Authorization to enter into a Professional Services Agreement with Seymour Engineering for the construction services of Lark Park**
- 11. Approval of Change Order No. 2 to increase the contract days by an additional 27 days for the Hwy 90 Sanitary Sewer and Water Lines-SR Mall Project**
- 12. Authorization for the City Manager to execute the MDOT Utility Permit applications for Legacy Park**
- 13. Request MDOT Approval regarding drive connections for Legacy Park**

VII. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**

4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until January 7, 2025 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
December 17, 2024**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. The Sounds of Christmas, featuring Chapel Hart, will be at The Sound Amphitheater on December 23rd at 7pm.
2. City offices will be closed Monday, December 23rd, Tuesday, December 24th, and Wednesday, December 25th in observance of the Christmas Holiday.
3. City offices will be closed Wednesday, January 1st in observance of the New Year Holiday.

NOTES:

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

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

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

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

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 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, MISSISSIPPI
PRESENTATION AGENDA
December 17, 2024**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Recognition of the 11-12 U Gautier Youth Football Team for winning the 2024 Mississippi Gulf Coast Youth Football League Superbowl Championship

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting: December 17, 2024
Title: Consider a request for a one (1) foot variance to fence height requirements in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 1715 Piney Lane, Gautier, MS, (GPC #24-52-VAR)
Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a one (1) foot variance to fence height requirements in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 1715 Piney Lane, Gautier, MS, (GPC #24-52-VAR) (PID #85440148.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Planning Department received a request from Roger Dulcich, located at 1715 Piney Lane, (PID #85440148.000) for a one (1) foot variance to fence height requirements in a front yard in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on September 17, 2024, the City Council approved a request for the applicant for a one-foot (1') variance to fence height requirements for a front yard, but the applicant would like to change the location of the fence, previously approved in September, and place it closer to the front and secondary front property lines; and

WHEREAS, the property owner requests a one (1) foot variance to fence height in a front yard; and

WHEREAS, although he was previously approved for a one-foot height variance for a fence in his front and secondary front yard, the approval was based on the location presented at the September meetings of the Planning Commission and City Council; and

WHEREAS, per the Unified Development Ordinance, fences shall not exceed four feet in height within a designated front yard. The applicant is requesting a 1' variance to fence height in a front yard; and

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the variance with the recommendation from the Planning Commission for this request;

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 September 17, 2024.

Excerpt from December 5, 2024, Planning Commission Meeting:

The Planning Department has received a request for a one-foot (1') variance to fence height requirements in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1715 Piney Lane. (GPC #24-52-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded the Commissioners that the applicant had received a one-foot (1') height variance for a fence in his front yard a couple of months ago. The applicant has decided he would like to modify the original variance and extend the fence to the front property line. Mr. Ankerson wanted to bring the request back to the Planning Commission because of the change in the location of the fence.

REQUEST:

The Planning Department has received a request from Roger Dulcich for a one-foot (1') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1715 Piney Lane, PID #85440148.000 (GPC #24-52-VAR). The application fee of \$175 was paid on October 18, 2024. All public notice requirements have been met.

BACKGROUND:

On September 17, 2024, the City Council approved a one-foot (1') variance to fence height requirements in a front yard for the applicant. The applicant would like to change the location of the fence that was approved in September and place it closer to the front and secondary front property lines than was originally approved. Per the Unified Development Ordinance (UDO), fences shall not exceed four feet in height within a designated front yard. The applicant will need a 1' variance to fence height in a front yard.

DISCUSSION:

The applicant is asking for a one-foot (1') variance to fence height in a front and secondary front yard. Although he was previously approved for a one-foot (1') height variance for a fence in his front and secondary front yard, the approval was based on the location presented at the September meetings of the Planning Commission and City Council.

DETERMINATION OF APPLICABLE LAW:

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

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his case.

Roger Dulcich, the applicant, said he wanted to change the location of the fence that was approved in September. It would be the same fence, he just wanted to bring it out further to the property line.

Chairman Jamison asked Mr. Dulcich if he still intended to keep the angle at the corner.

Mr. Dulcich said he was going to keep the angle only it would be a little closer to the property line.

Commissioner Davis asked Mr. Ankerson if a fence that was over four feet (4') high, in a secondary front yard, was required to meet a twenty-five feet (25') setback per the UDO.

Mr. Ankerson said that secondary front yard requirements did not apply to fences, only for accessory structures.

Commissioner Ward asked if Mr. Dulcich was still going to use the same fencing as presented at the September meeting.

Mr. Dulcich replied that he was still using the same fencing.

Commissioner Davis noted the applicant's drawing showed the property line in front to be eighteen feet (18') from the road.

Mr. Dulcich said that was correct.

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

ACTION TAKEN:

Chairman Jamison made a motion to recommend that the City Council approve the variance as presented and ensure that the same conditions as the previous variance still apply.

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

AYES: **Kay C. Jamison**
 Josh Ward
 Maurice Hudson
 William Davis

ABSENT: **DeAnna McManus**
 Chris Hoover
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 5, 2024

GPC #24-52-VAR

1715 Piney Lane

VII. NEW BUSINESS

1. Consider a request for a one-foot (1') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 1715 Piney Lane, (GPC #24-52-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 19, 2024

Subject: Consider a request for a one-foot (1') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1715 Piney Lane, (GPC #24-52-VAR)

REQUEST:

The Planning Department has received a request from Roger Dulcich for a one-foot (1') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1715 Piney Lane, PID #85440148.000 (GPC #24-52-VAR). The application fee of \$175 was paid on October 18, 2024. All public notice requirements have been met.

BACKGROUND:

On September 17, 2024, the City Council approved a one-foot (1') variance to fence height requirements in a front yard for the applicant. The applicant would like to change the location of the fence that was approved in September and place it closer to the front and secondary front property lines than was originally approved. Per the Unified Development Ordinance (UDO), fences shall not exceed four feet in height within a designated front yard. The applicant will need a 1' variance to fence height in a front yard.

DISCUSSION:

The applicant is asking for a one-foot (1') variance to fence height in a front and secondary front yard. Although he was previously approved for a one-foot (1') height variance for a fence in his front and secondary front yard, the approval was based on the location presented at the September meetings of the Planning Commission and City Council.

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
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UDO SECTION 4.18: Variance

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

4.18.1 Who May Initiate

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4.18.2 Application for Variance

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

24.52-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Variance _____

\$176.00

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

Name of Applicant: Roger DulcichName of Business: _____ Phone: 541-441-4460Property Address: 1715 Piny Lane Mailing Address (if Different): _____E-Mail Address: RDUL007@yahoo.comReason for request, location and intended use of Property: change fence layout in
Front yard - 1' height variance

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Roger DulcichDate of Application: 10/18/24

FOR OFFICE USE ONLY

Date Received 10/18/24 Verify as Complete BalsFee Amount Received 176.00 Initials of Employee Receiving Application Bals

VARIANCE

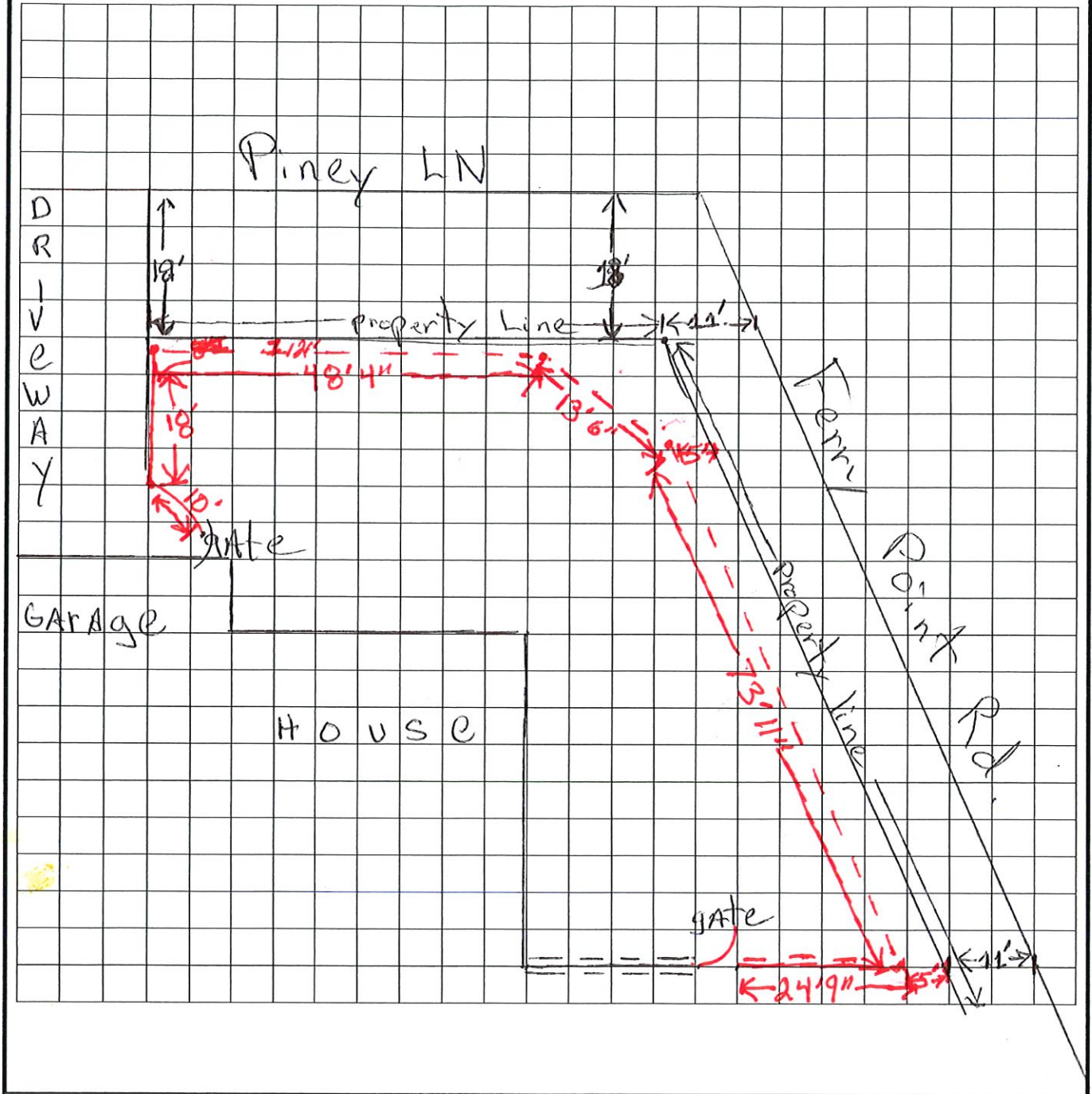
Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district? none
2. Are these special conditions and circumstances a result of your actions? Explain.
no
3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain. none
4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain. no

NARRATIVE

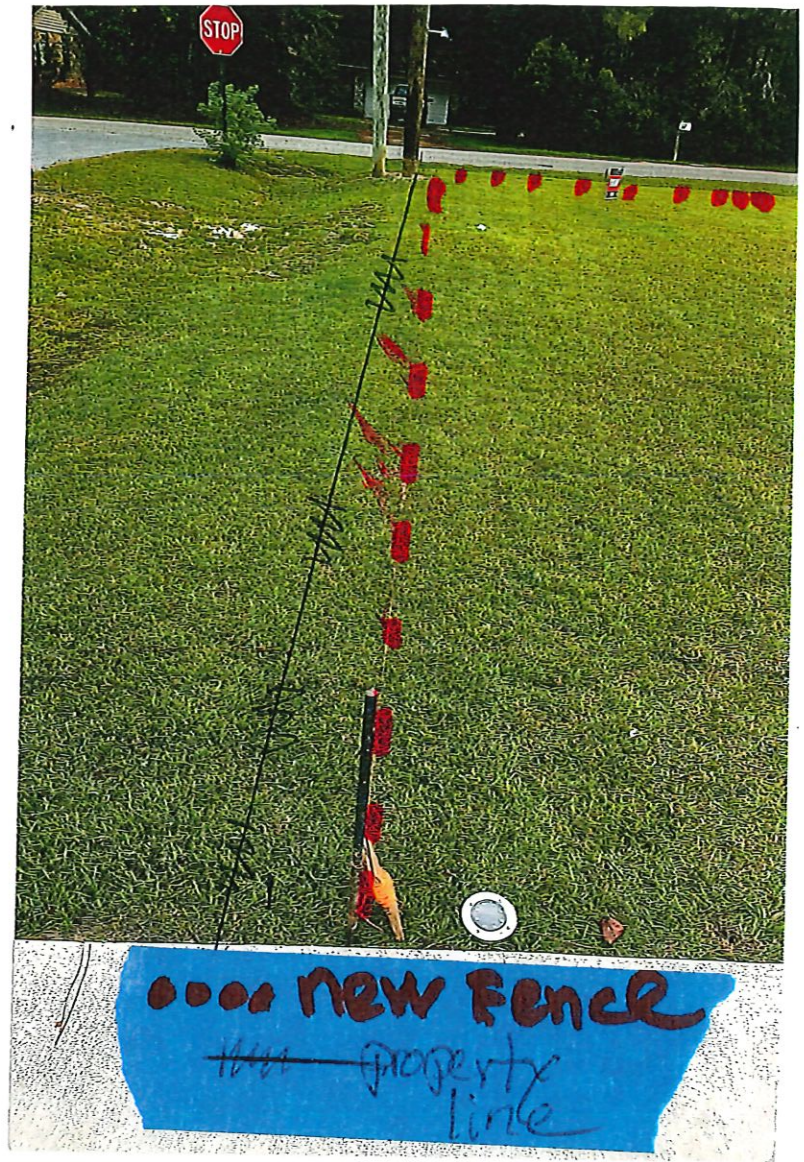
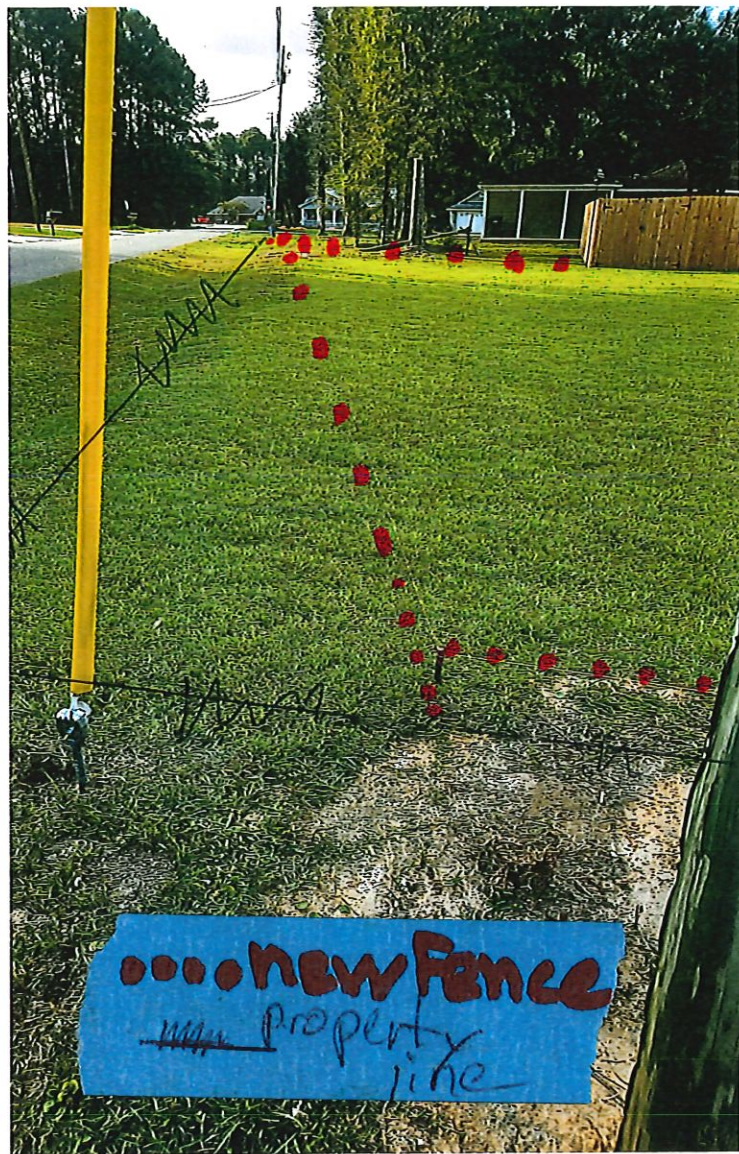
On August 26, 2024 my wife and I attended a Application Hearing #GPC 24-35-VAR for a 6' variance for side yard for an accessory building and a 1' variance for a fence post height in my front yard. On Sept 5th our motion for these 2 items was approved. I would like to change the fence layout in my front yard according to plan in this paperwork. It would be the same fence being built just different location.

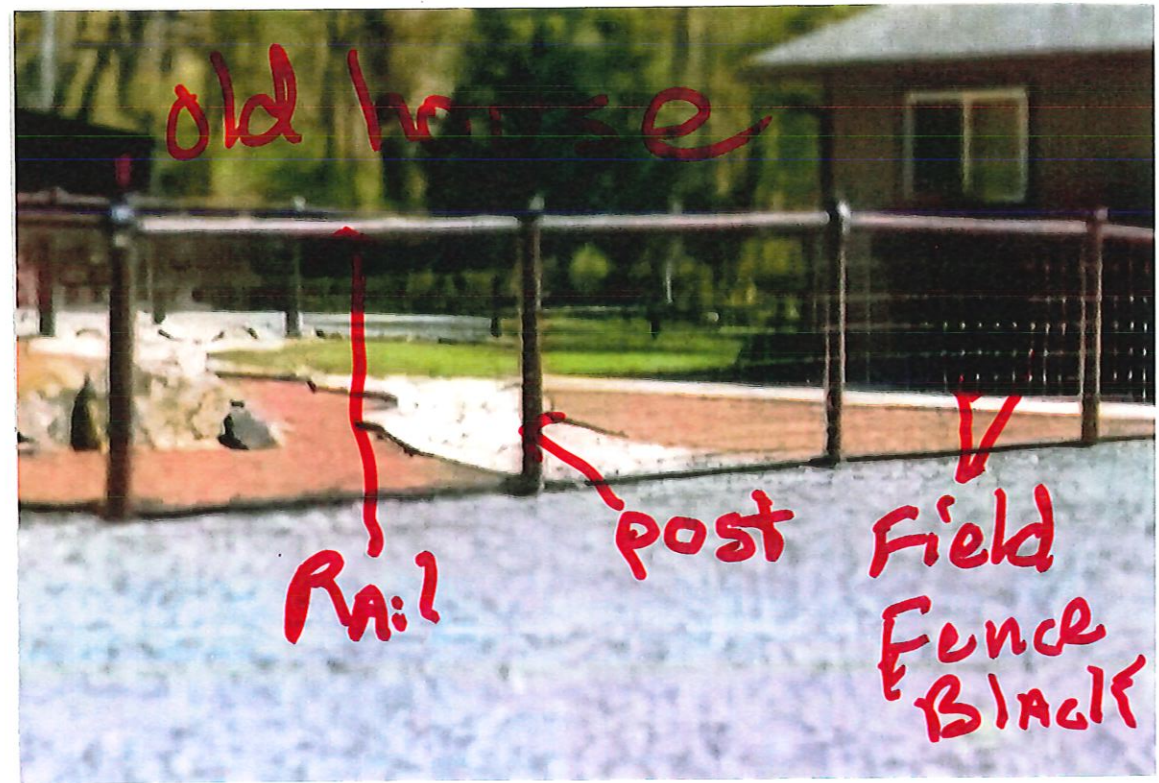
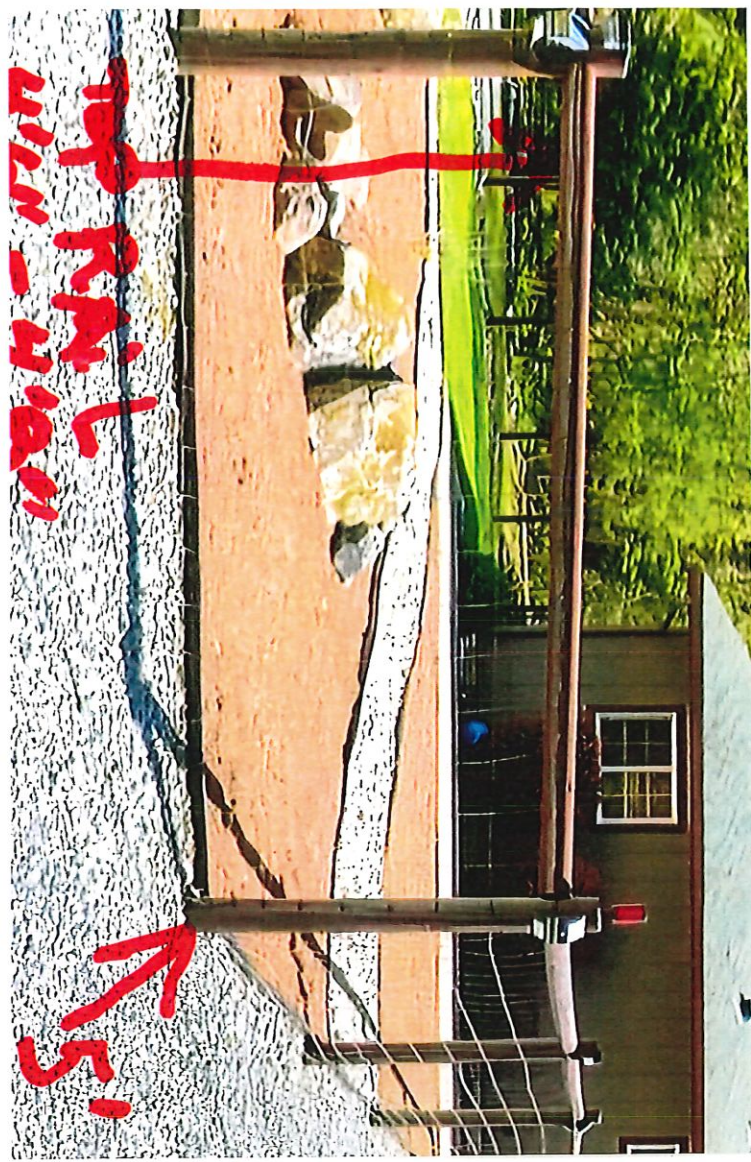
DIAGRAM



- property line
- new fence post & rail
- existing 6' fence
-) gate

New Fence Layout

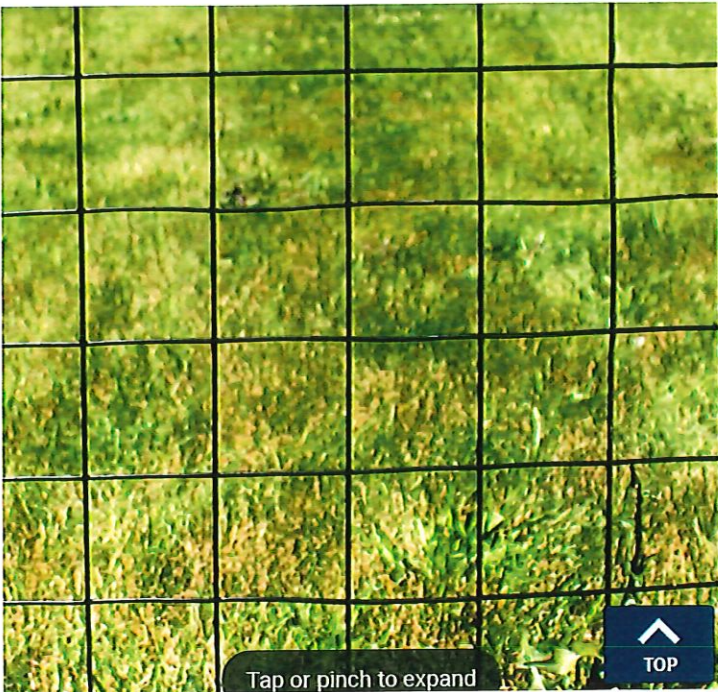




5' x 100' Welded Wire Fence-
12.5 ga. galvanized steel
core; 10.5ga after Black PVC-
Coating, 4" x 4" Mesh

In Stock
& Ready To Ship!

User Rating Avg.
★★★★★
6 Reviews



Tap or pinch to expand

★★★★★ (+78K)

Search

Waveland Lowe's

Open until 9 PM

Delivery to

39553

Building Supplies

Fencing & Gates

Wood Fencing

Woc

Trending Now

Severe Weather 3-3/4-in x 6-1/2-ft
Pressure Treated Pine Flat-top...

Item #202773 | Model #RP378T40N

Shop Severe Weather

★★★★★

344

85440148.000 DULCICH DEBRA

PIDN: 85440148.000

GISP: 771.01-01-0172.00

Owner Information

Percent of Ownership: 100

Name: DULCICH DEBRA

Name 2: DULCICH ROGER

Mailing Address: 1715 PINEY LN
GAUTIER MS
39553

Site Address: 1715 PINEY LN GAUTIER

Land Information

Section: 01 Acreage: 0

Township: 7

Range: 7

Street Name PINEY
LN

Value and Tax Information

Total Assessed Value: 1611

Total Appraised Value: 10740

Improvement Value: 0

Land Value: 10740

Tax Amount: 227

SQ FT: 0

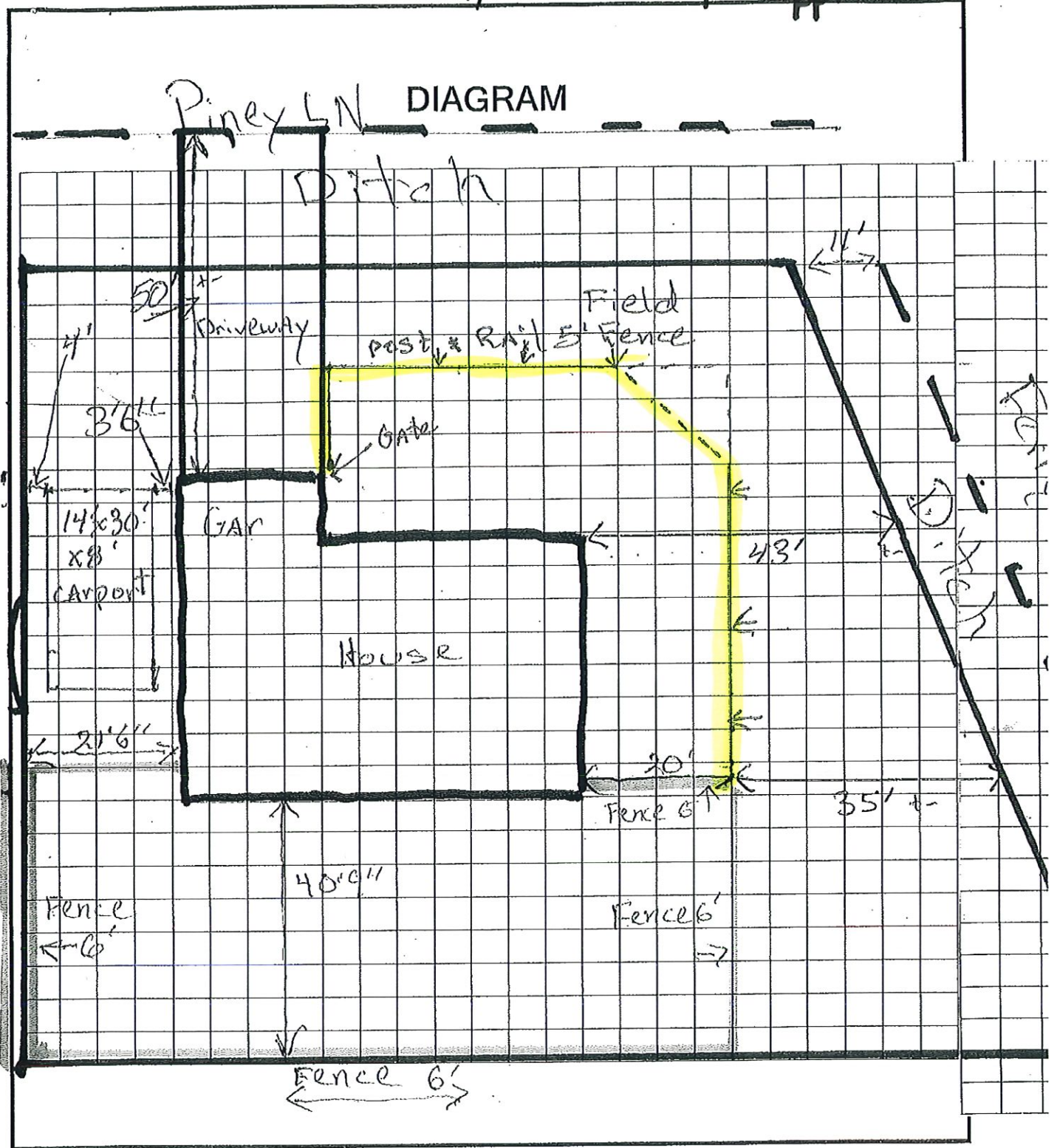
Year Built: 0

Legal Description

Description: LOT 55 HICKORY HILL EST S/D UNIT
#4 DB 2123-361 (172 Map771. 01-
01)

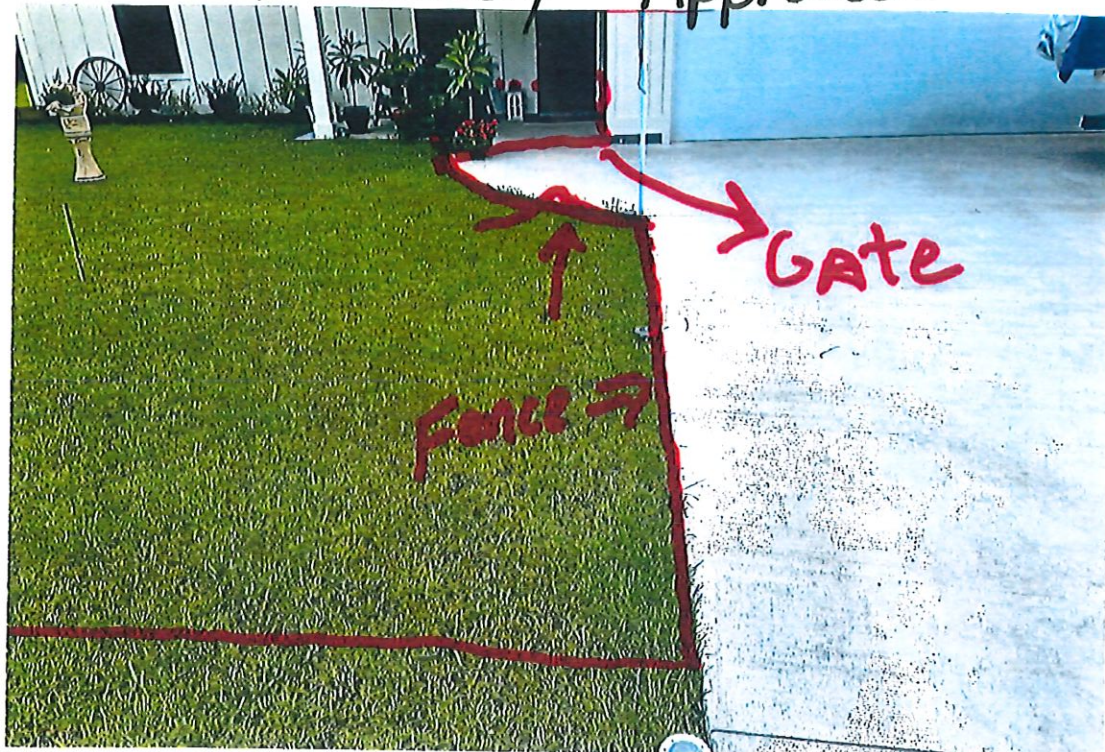
Deed Book / Page: 2169 / 559

* Previously Approved *



Legend - each square represents 5'

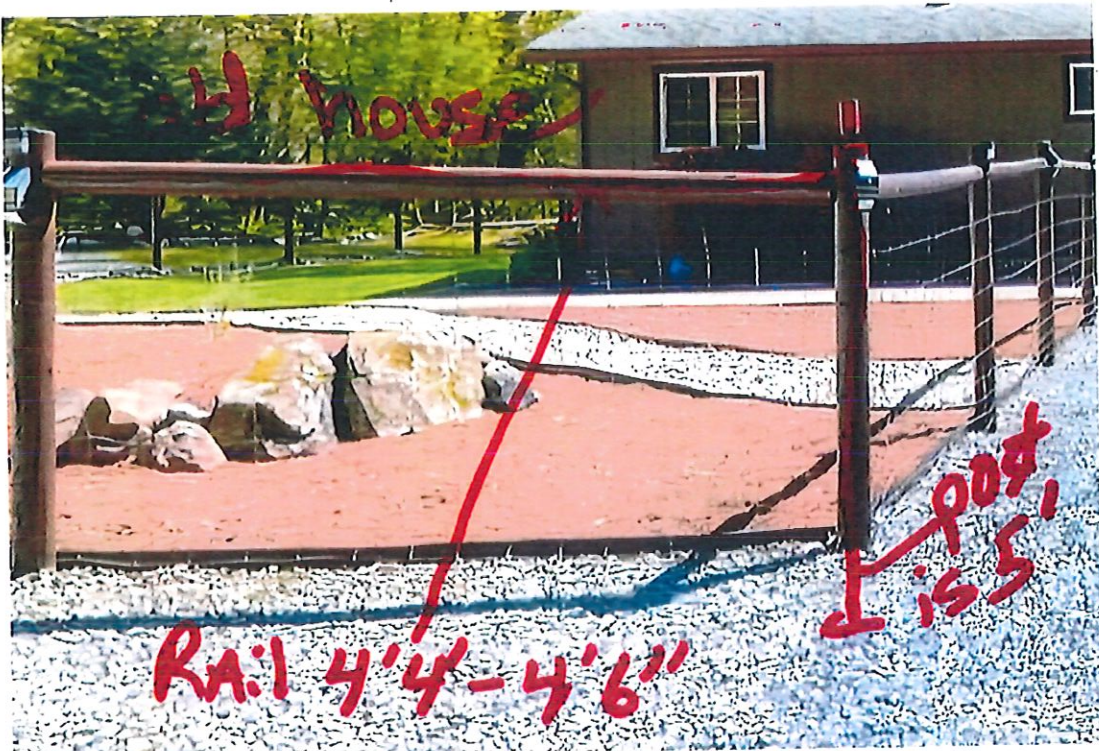
* Previously Approved *



* Previously Approved *



* Previously Approved *



** Previously Approved **

★★★★★ (+78K)

Search



Waveland Lowe's
Open until 9 PM

Delivery to
39553

Building Supplies / Fencing & Gates / Wood Fencing / Wood

Trending Now



Severe Weather 3-3/4-in x 6-1/2-ft
Pressure Treated Pine Flat-top...
Item #202773 | Model #RP378T40N

Top Severe Weather

★★★★★ 344

Brand: Tenax

4.4 ★★★★★ 888

Tenax 2A140075 Pet Fence Select Pet
Fence, Black, 4' x 330'



● ○ ○ ○

50+ bought in past month



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

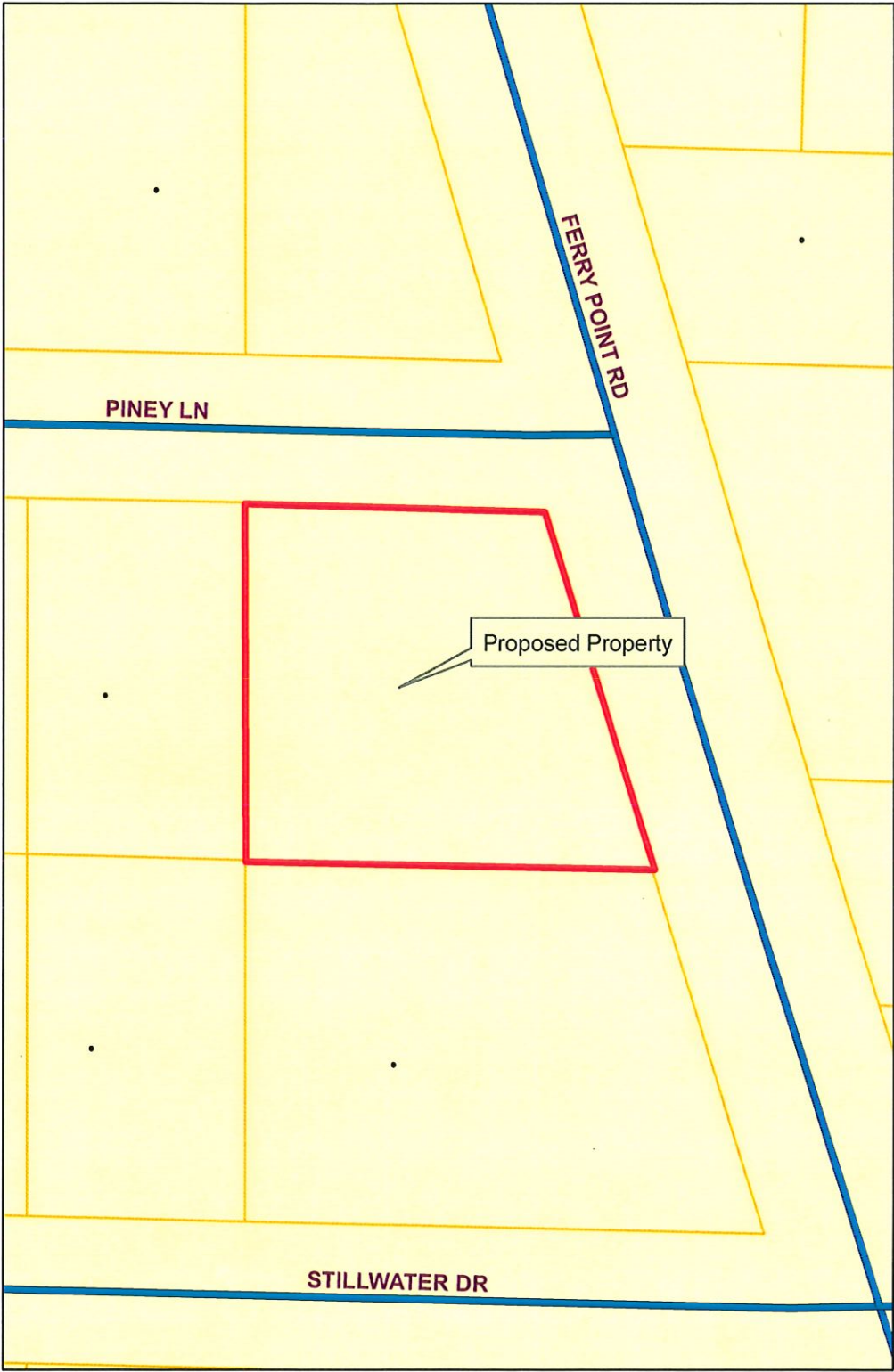


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

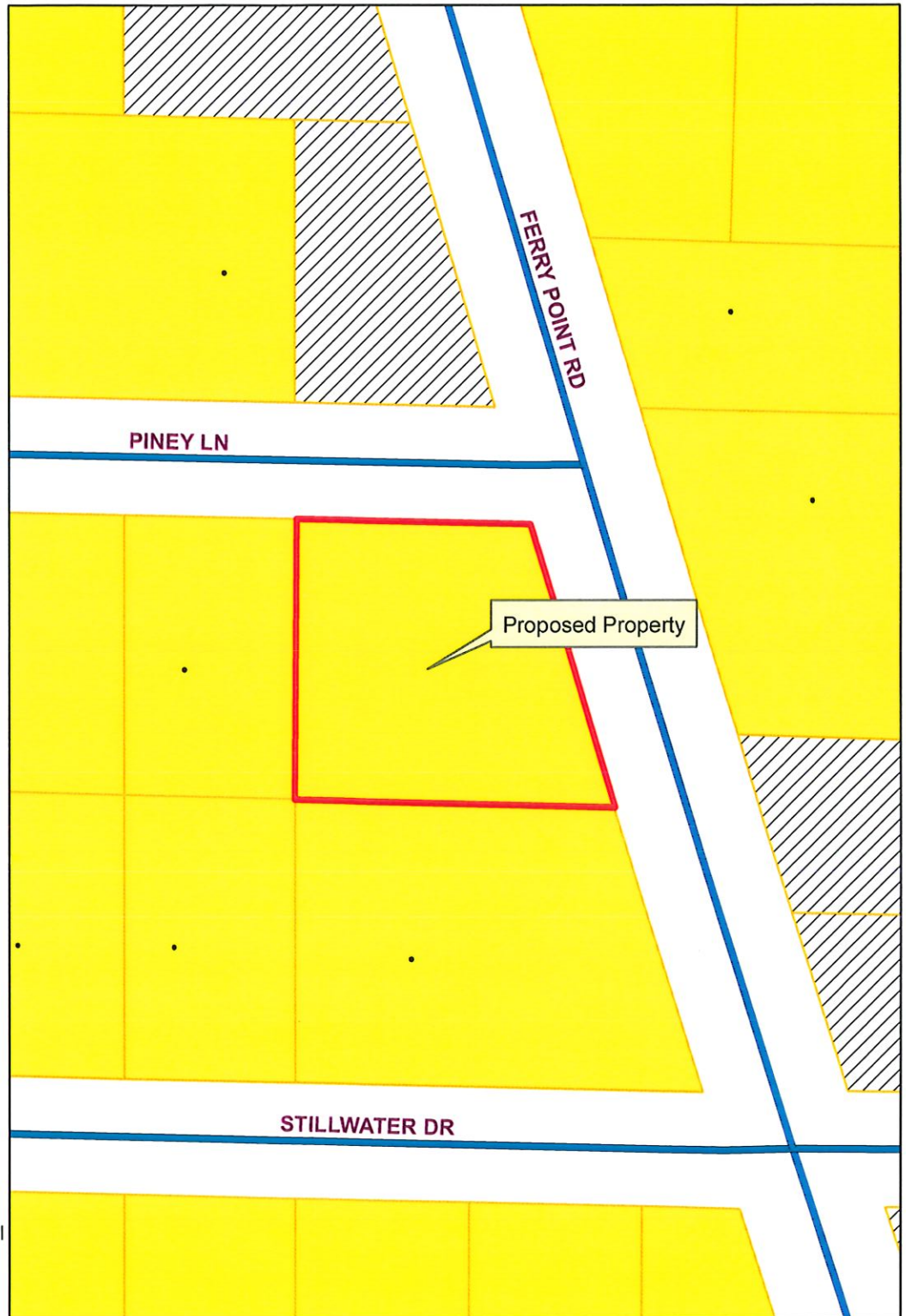


Exhibit D Future Land-Use

Prepared By:

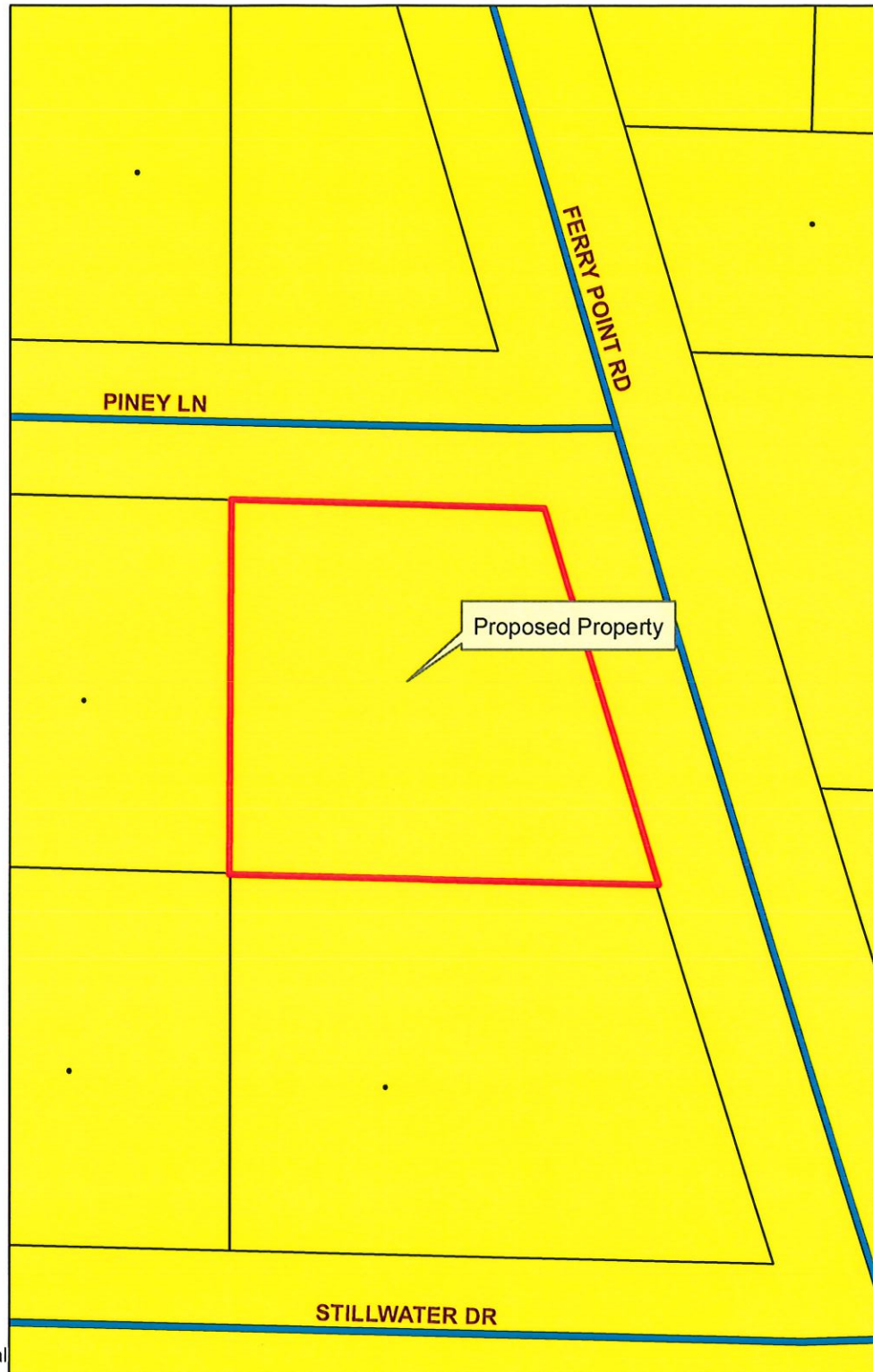
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:
Title:

December 17, 2024
Consideration of a Conditional Use-Major Permit that would allow a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District, located at 3880 Gautier Vancleave Road, Suite 9, Gautier, MS, (GPC #24-53-CU)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a Self-Service Mini Warehouse in the C-3 Community Commercial Zoning District, located on Highway 90, (GPC #24-53-CU) (PID #82435010.050)

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 ☐

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 24-53-CU
3880 GAUTIER VANCELEAVE ROAD, SUITE 9 – C-2 COMMUNITY COMMERCIAL ZONING
DISTRICT
REGARDING PARCEL ID NO: #82435010.050**

WHEREAS, an application for a Conditional Use-Major Permit to allow a Cigar Lounge with a Bar in the C-2 Community Commercial Zoning District was submitted by Josh Rose and Courtney Sangster dba Voodoo Cigar Lounge, LLC; and

WHEREAS, the parcel subject to this Permit is located at 3880 Gautier Vancleave Road, Suite 9, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its December 5, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommends approval of the Conditional Use-Major Permit, with the stipulation that smoke containment is in place and the ventilation is met by a licensed engineer; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the recommendation of approval, including the stipulation, from the Planning Commission; and

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

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

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

WHEREAS, the City Council hereby finds that the proposed use, classified as a Cigar Lounge with a Bar, is permitted as a Conditional Use-Major in a C-2 Community Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the above Conditional Use-Major Permit for a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District.

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

the permit with the recording information affixed.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 17, 2024.

Excerpt from December 5, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District at 3880 Gautier Vancleave Road, Suite 9. (GPC #24-53-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the applicant was asking for a cigar lounge which would not require a Conditional Use but since he wanted to serve alcohol it would have to be considered a bar which does require a Conditional Use.

REQUEST:

The Planning Department has received a request from Josh Rose and Courtney Sangster dba Voodoo Cigar Lounge, LLC for a Conditional Use-Major that would allow a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District at 3880 Gautier Vancleave Road, Suite #9. PID #82435010.050 (GPC #24-53-CU) The application fee of \$250 was paid on October 30, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3880 Gautier Vancleave Road, Suite #9, PID #82435010.050 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 1.87 Acres
3. Existing Zoning – C-2 Community Commercial (See Exhibit B)
4. Existing Land Use – Commercial – Retail (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes.

Staff Finding: Yes. Bar or Tavern is listed as a Conditional Use-Major in a C-2 Community Commercial District.

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

Applicant Response: Google image attached. No changes proposed.

Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

Applicant Response: No.

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

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

Applicant Response: No. We hope to bring more traffic from the public that will benefit surrounding business.

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

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

Applicant Response: Yes. All current utilities and public services are able to accommodate.

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

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

Applicant Response: We hope to add an additional hospitality based business to our City of Gautier.

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

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

Applicant Response: Smoke eaters to be installed in order to assist in alleviating lingering cigar smoke.

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

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

Applicant Response: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present the case.

Josh Rose, one of the applicants, said they are wanting to have a cigar lounge with a bar. He said the total area of the suite is about 1000 square feet with about 250 square feet of that being upstairs. They are looking to do a four person “belly up” bar with a limited drink menu. Each drink would accompany a specific cigar, like a paring. This would allow people to come in and lounge and have their cigars with a drink. Mr. Rose said he thought the ATF and ABC would only allow them to be open until 10:00 PM. He said because they would be in a resort area, they might have different hours. Once ABC and ATF make their inspections, they will tell him what the restrictions on hours of operation will be.

Chairman Jamison asked if there would be any kind of music or bands.

Mr. Rose said there would be no bands, no pool tables, no dart boards, no foosball tables. Nothing of that nature.

Commissioner Davis stated that the Fire Department would have a limit on their capacity. He asked if Mr. Rose knew the capacity limit for the space.

Mr. Rose said he thought the limit was about 56 people, but there was no way they could sit that many. He thought their maximum would be about 22 people.

Chairman Jamison asked if there would be tables upstairs also.

Mr. Rose said they were going to have a larger round table upstairs with nice chairs geared more towards meetings.

Commissioner Davis asked what Mr. Rose how he would handle it if they were full, with 22 people, and others were wanting to come in. Would he turn them away or what?

Mr. Rose said if that were to start happening, they would probably have a waiting list or reservation list.

Commissioner Davis clarified that he was wondering if they would have people hanging around outside waiting for a seat if the lounge was full.

Mr. Rose said that would not happen.

Commissioner Hudson said he was concerned with the parking. He asked if the parking for the lounge would work with the other businesses there.

Mr. Rose said there was overflow parking just to the south of the space he would be located in.

Chairman Jamison asked what time Mr. Rose planned to open the cigar lounge. She noted that the other business usually close around 5:00 or 6:00 PM.

Mr. Rose said he planned to open around 3:00 PM.

Commissioner Ward said his biggest concern was whether there were any letters sent to the city in objection to the request.

Babs Logan, Planning Technician, advised that she had not received any objections or questions regarding the request.

Mr. Ankerson asked if letters went to just the property owner or did they also go to the separate renters in the shopping centers.

Ms. Logan said that letters were sent to the owner of the shopping center and everyone within 250 feet of the property, which included many residences in the area. They were not sent to the individual businesses within the shopping center. The UDO only requires that notification be sent to property owners listed on the Jackson County Mapping Website.

Commissioner Ward asked what the plan was for ventilation because he has been places with cigar shops next door and the smoke blends over to the other businesses. He asked how Mr. Rose planned to stop that from happening.

Mr. Rose said the way that you mitigate that correctly is with a smoke eater. This is a filtration system that utilizes multistage filtration and UV lights, like what you would find in a hospital to stabilize the air. The cigar smoke stays within the lounge. It is pulled into the unit, filtered, and expelled back into the building. This is not generally a requirement for a cigar lounge, but the owner of the building is requiring something to take care of the smoke from the cigars.

Commissioner Ward asked Mr. Ankerson if there were any ventilation requirements for the smoke absorber.

Mr. Ankerson said Mr. Rose would have to turn in mechanical plans that would show what kind of ventilation was needed per his engineer.

Chairman Jamison asked if he planned to be open 7 days a week and would he allow cigarette smoking besides the cigars.

Mr. Rose said he did not plan on being open 7 days a week. It would probably be closed on Sundays and Mondays. He said he didn't plan on allowing cigarette smoking. Most people don't go to a cigar lounge unless they plan on smoking cigars because it is a very traditional, old-school kind of thing, and you usually smoke a pipe or cigars.

Chairman Jamison asked about employees other than bartenders. She also asked if there would be security or cameras.

Mr. Rose said there would just be a bartender, and there would absolutely be cameras.

Commissioner Hudson asked Mr. Ankerson what the rule was about leaving a bar with alcohol in a cup, etc.

Mr. Ankerson said the Council had just approved for this to be a Leisure District. He said there are regulations as to what you can leave with. It can't be in a glass, and it can only be a certain number of ounces. Also, most places are not going to want to let you in with something you bought at another establishment. He advised that the Minutes from the last Council meeting have all the regulations for the Leisure District if anyone wanted to see exactly what they were.

Mr. Rose said as far as leaving his establishment with drinks, it would have to be something his employees would be comfortable with. He would definitely not want someone leaving his bar with a drink if they seemed drunk.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend that City Council approve the Conditional Use – Major with the requirements that ventilation is met by a licensed engineer, and that smoke containment is in place.

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

AYES: **Kay C. Jamison**
 Josh Ward
 Maurice Hudson
 William Davis

ABSENT: **DeAnna McManus**
 Chris Hoover
 Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

December 5, 2024

GPC #24-53-CU

Josh Rose & Courtney Sangster

dba

Voodoo Cigar Lounge, LLC

3880 Gautier Vancleave Road, Suite #9

VII. NEW BUSINESS

2. Consider a request for a Conditional Use-Major that would allow a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District. 3880 Gautier Vancleave Road, Suite #9, (GPC #24-53-CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: November 20, 2024

Subject: Consider a request for a Conditional Use-Major that would allow a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District. 3880 Gautier Vancleave Road, Suite #9. (GPC #24-53-CU)

REQUEST:

The Planning Department has received a request from Josh Rose and Courtney Sangster dba Voodoo Cigar Lounge, LLC for a Conditional Use-Major that would allow a Cigar Lounge with a Bar in a C-2 Community Commercial Zoning District at 3880 Gautier Vancleave Road, Suite #9. PID #82435010.050 (GPC #24-53-CU) The application fee of \$250 was paid on October 30, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3880 Gautier Vancleave Road, Suite #9, PID #82435010.050 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 1.87 Acres
3. Existing Zoning – C-2 Community Commercial (See Exhibit B)
4. Existing Land Use – Commercial – Retail (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes.

Staff Finding: Yes. Bar or Tavern is listed as a Conditional Use-Major in a C-2 Community Commercial District.

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

Applicant Response: Google image attached. No changes proposed.

Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

Applicant Response: No.

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

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

Applicant Response: No. We hope to bring more traffic from the public that will benefit surrounding business.

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

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

Applicant Response: Yes. All current utilities and public services are able to accommodate.

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

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

Applicant Response: We hope to add an additional hospitality based business to our City of Gautier.

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

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

Applicant Response: Smoke eaters to be installed in order to assist in alleviating lingering cigar smoke.

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

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

Applicant Response: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

24-53 CU

<u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>		<u>FEE:</u>
Conditional Use - Major	_____	<u>\$250.00</u>
<u>TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:</u>		<u>FEE:</u>
Conditional Use - Minor	_____	\$250.00

Name of

Applicant: Josh Rose, Courtney Sangster

Name of Business: Voodoo Cigar Lounge, LLC Phone: 228-217-4148

Property Address: 3880 Gautier Vancleave Rd. Ste9

Mailing Address (if Different): _____

E-Mail Address: joshvoodoorose@gmail.com, csangster2086@gmail.com

Proposed Use Requiring Conditional Use: C-2 Cigar lounge with Bar. (Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

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

✓ 2. Project Narrative (see attached).

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

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

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

NA 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

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

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

FOR OFFICE USE ONLY	
Date Received <u>10/30/24</u>	Verify as Complete <u>Bols</u>
Fee Amount Received <u>250.00</u>	Initials of Employee Receiving Application <u>BL</u>

I, Connie West, the fee simple owner(s) of the following described property:

Address: 3880 Gautier Vandave Rd # 9

Parcel ID No.:

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* Cigar lounge (Bar) (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Josh Rose (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application; attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

[Signature]
(Owner's Signature)

[Signature]
(Owner's Signature)

Notary Information:

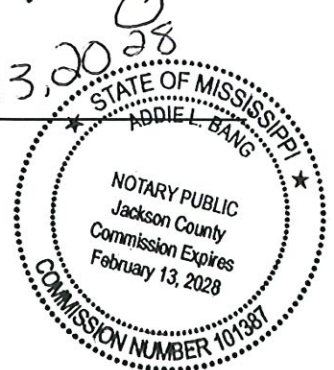
The foregoing instrument was acknowledged before me this 30th day of October, 2024 by Connie West, who is personally known to me or has produced MS. DL. as identification and who did take an oath.

Addie L Bang
(Printed Name of Notary Public)

Addie L Bang
(Signature of Notary Public)

Commission # 101387. My commission expires Feb 13, 2028

(Notary's Seal)



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

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Yes.
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
Google image attached. No changes proposed.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
No. We hope to bring more traffic from the public that will benefit surrounding business.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
No. There is no change anticipated. Parking lot provided is sufficient.
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
Yes. All current utilities and public services are able to accomodate.
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
We hope to add an additional hospitality based business to our City of Gautier.
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
Smoke eaters to be installed in order to assist in alleviating lingering cigar smoke.
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. **Yes.**

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

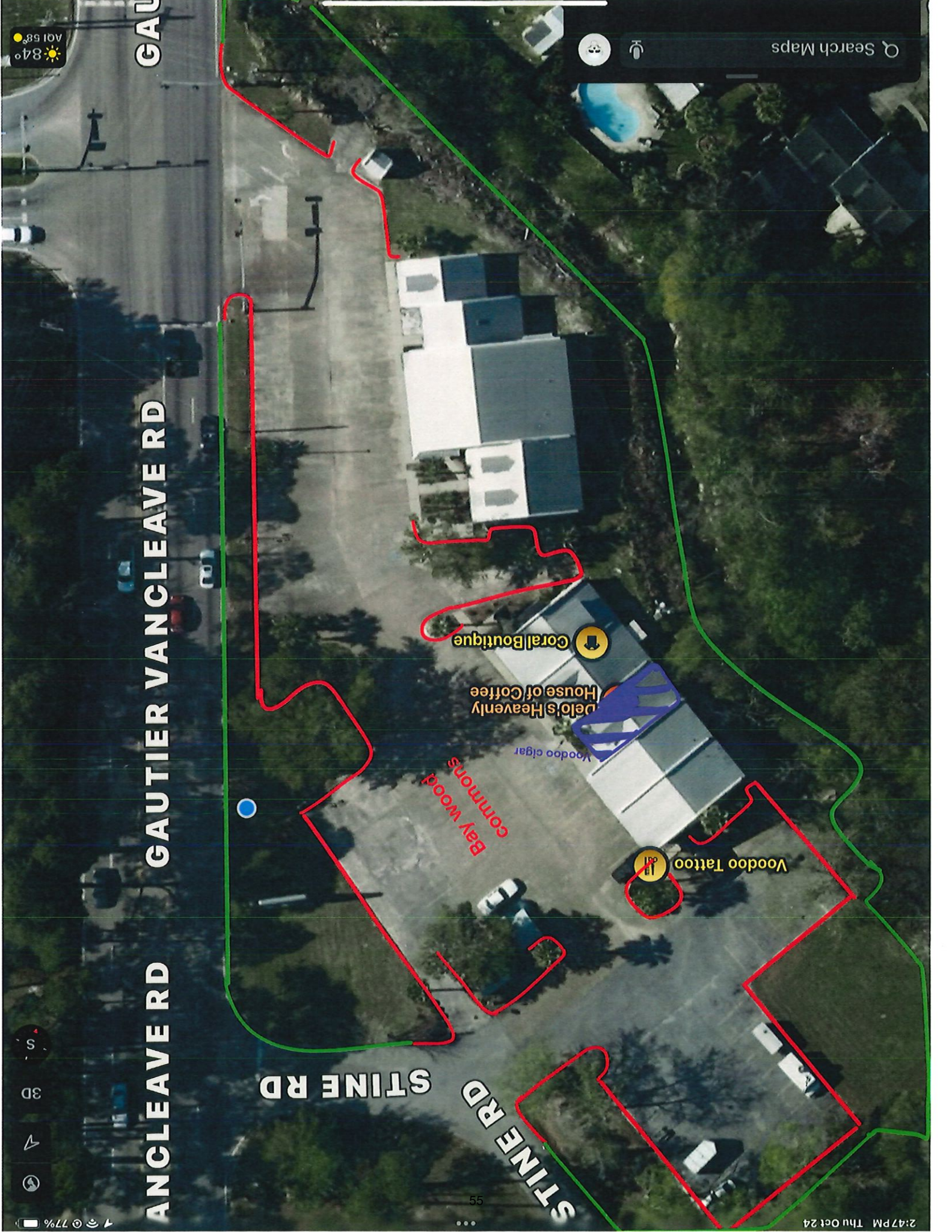
CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide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

NARRATIVE

We propose to open and operate a cigar lounge with bar. This will allow patrons to purchase and consume cigars onsite and enjoy an alcoholic beverage. Smoke eaters will be installed upstairs and downstairs in order to alleviate lingering cigar smoke.

Smoking will be limited to inside of the premises, not to overflow on sidewalk as to not offend passing patrons to surrounding business.

There are no anticipated issues with traffic/parking as the parking lot is sufficient to accomodate any increased traffic and delivery vehicles.



Search Maps

GAUTIER VANCE AVE RD

GAUTIER VANCE AVE RD

GAUTIER VANCE AVE RD

STINE RD

STINE RD

Coral Boutique

House of Coffee

Velo's Heavenly

Bay wood commons

Voodoo Tattoo

Voodoo cigar

84° 58' N

S

3D

3D

3D

2:47 PM Thu Oct 24

30 feet long

Bathroom

Stairs

3880 Gautier
Vancleave rd st
9 Gautier ms
39553

Window

Front door

19 feet

Stairs

**3880 Gautier
Vancleave rd st
9 Gautier ms
39553**

Window

Second floor

82435010.050 BAYWOOD COMMONS LLC

PIDN: 82435010.050

GISP: 777.35-01-0014.00

Owner Information

Percent of Ownership: 100

Name: BAYWOOD COMMONS LLC

Name 2:

Mailing Address: 4223 COBBLESTONE LN
GAUTIER MS
39553

Site Address: 3880 GAUTIER VANCLEAVE RD GAUTIER

Land Information

Section: 35 Acreage: 1.87

Township: 7

Range: 7

Street Name GAUTIER VANCLEAVE
RD

Value and Tax Information

Total Assessed Value: 94084

Total Appraised Value: 627222

Improvement Value: 506472

Land Value: 120750

Tax Amount: 13271

SQ FT: 12939 Year Built: 1985

Legal Description

Description: BEG SWC LOT 90 NORTHWOOD HILLS S
/D S 71 DEG E 194.25' S 23 DEG E
114.01' S 70 DEG E 123.47' S 252
.67' TO N/M STINE RD N 55 DEG W
335.6' TO GAUTIER-VANCLEAVE RD N
20 DEG W 285' E 15' S 69 DEG E
12.39' TO POB DB 2043-67 (14 Map
777.35-01)

Deed Book / Page: 2043 / 67

82435010.050 BAYWOOD COMMONS LLC

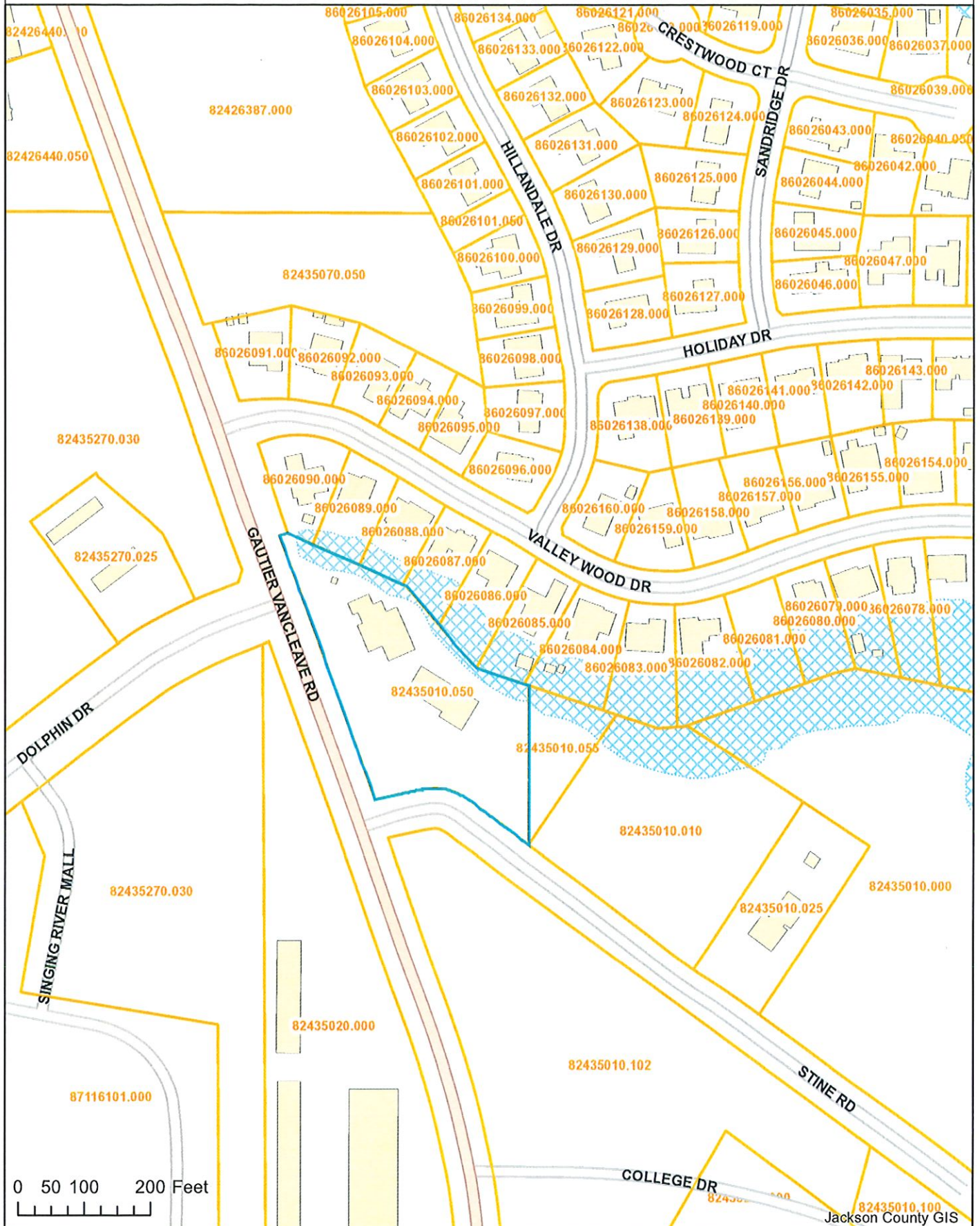


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

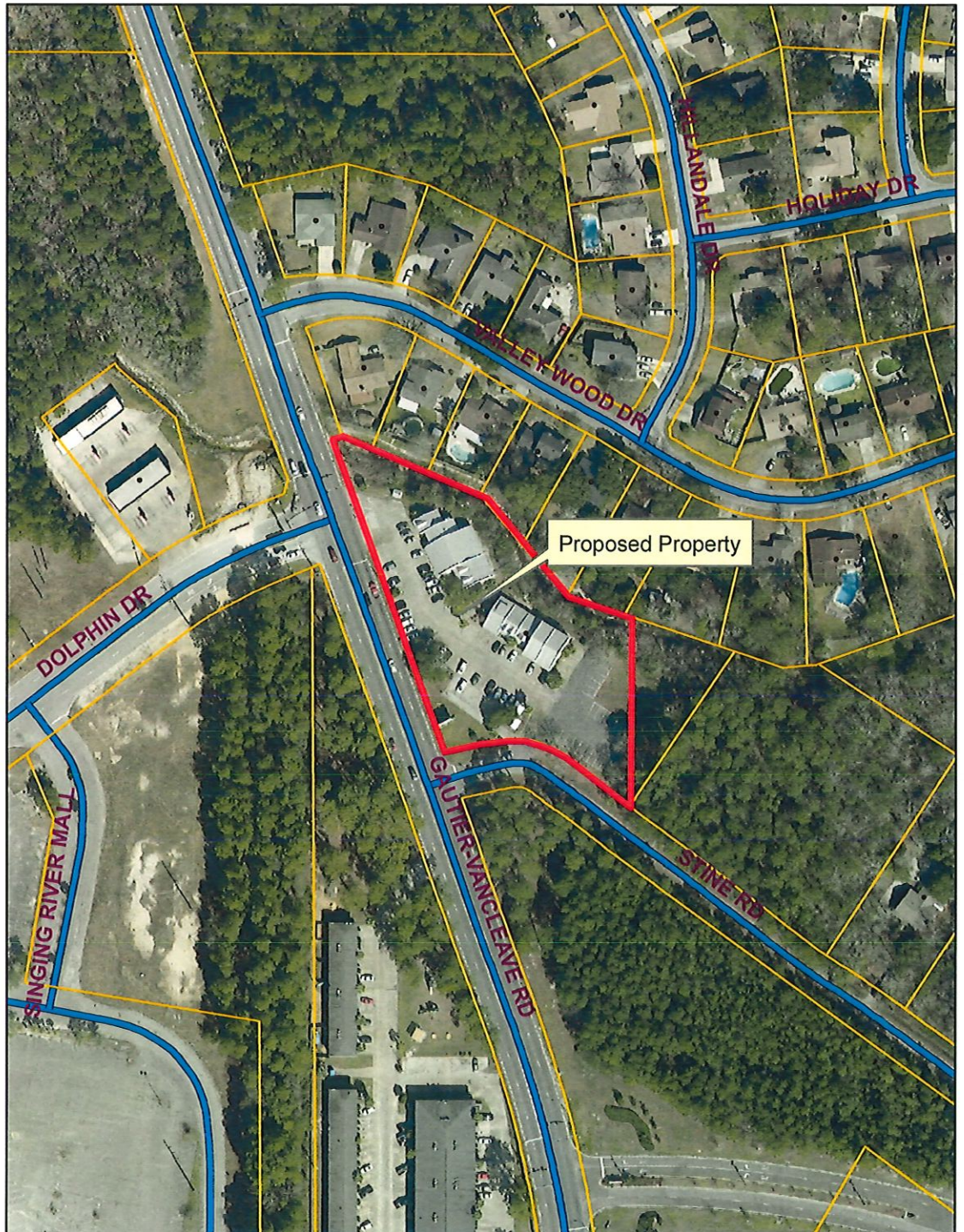


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

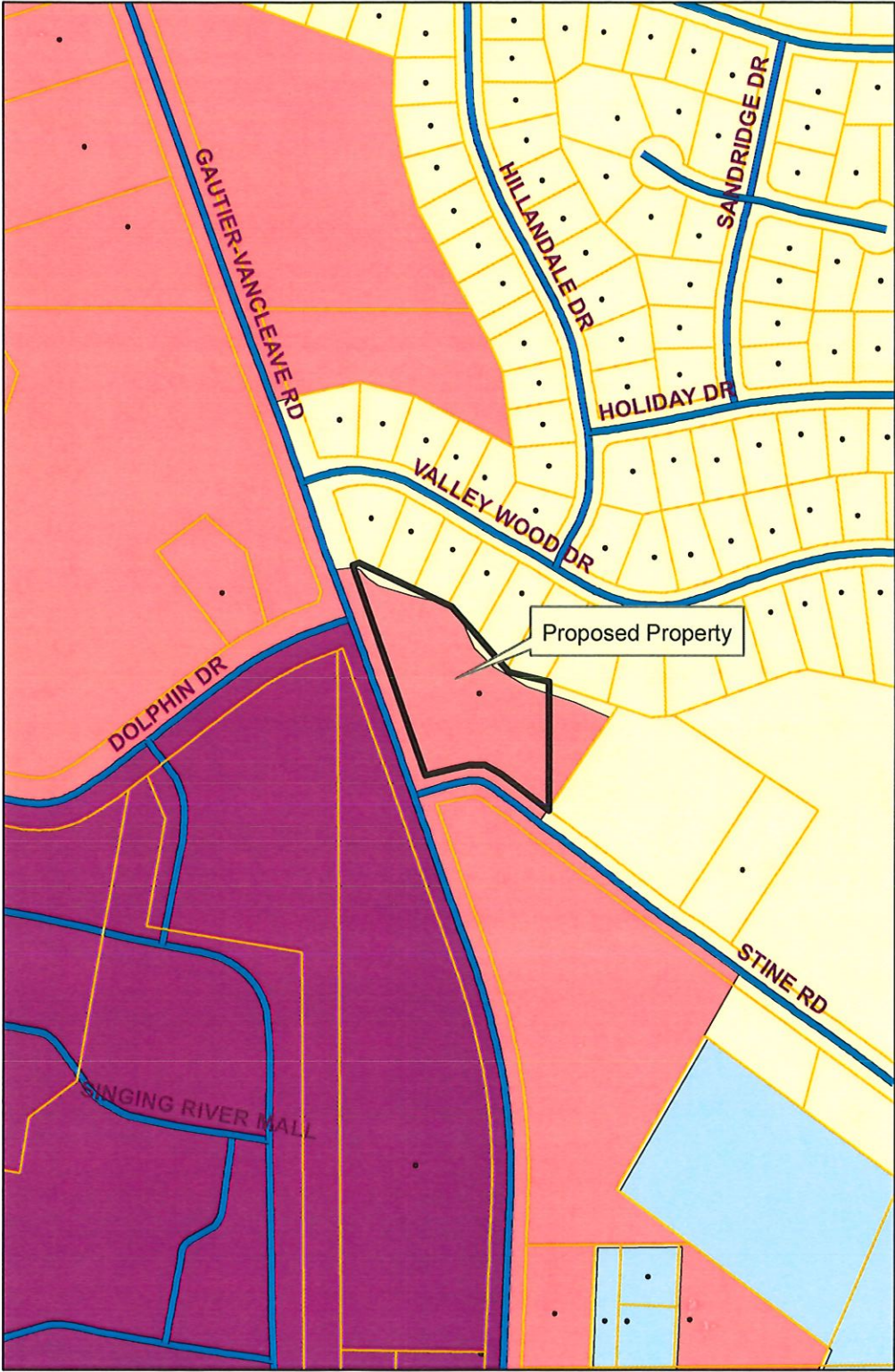


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

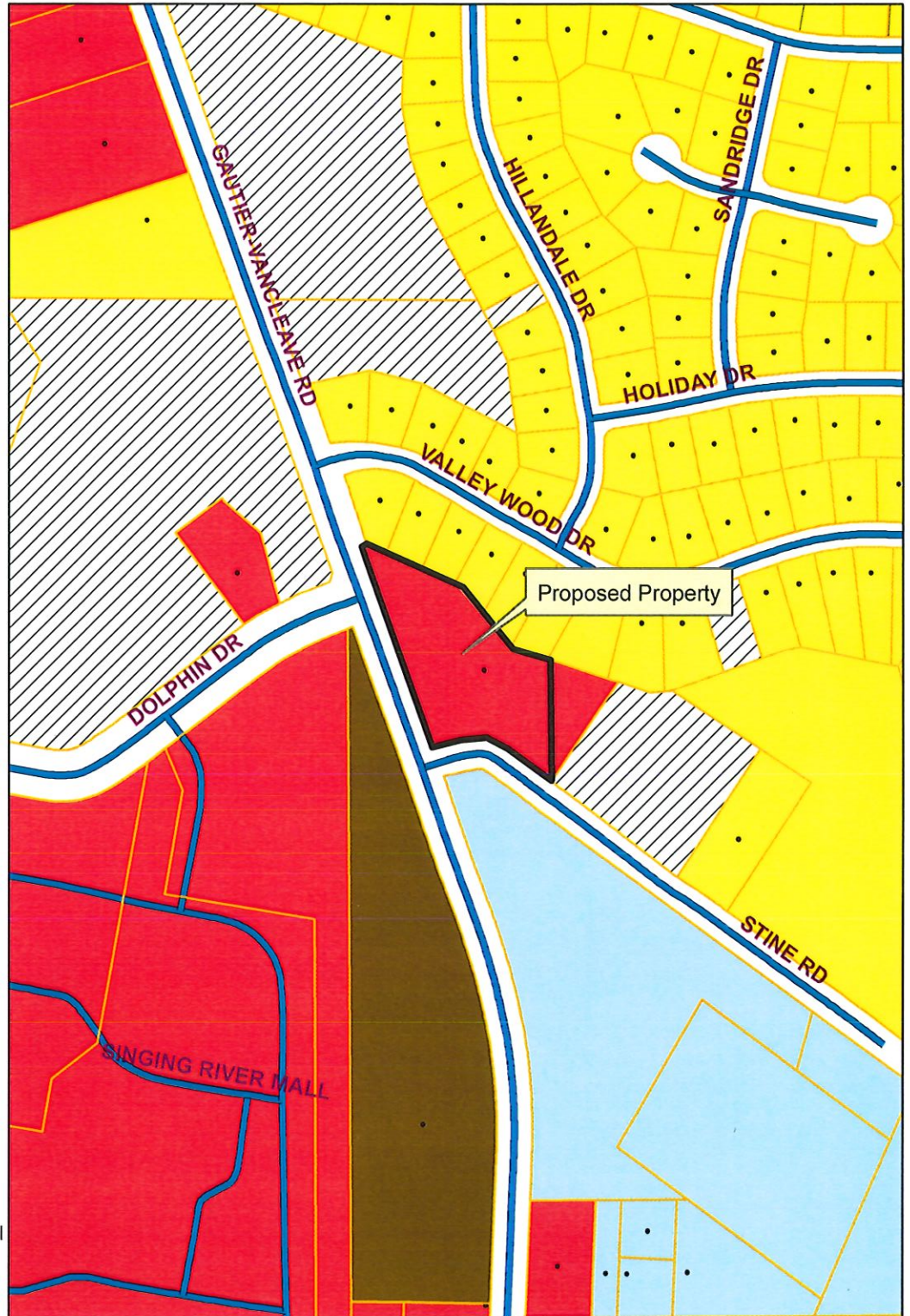


Exhibit D Future Land-Use

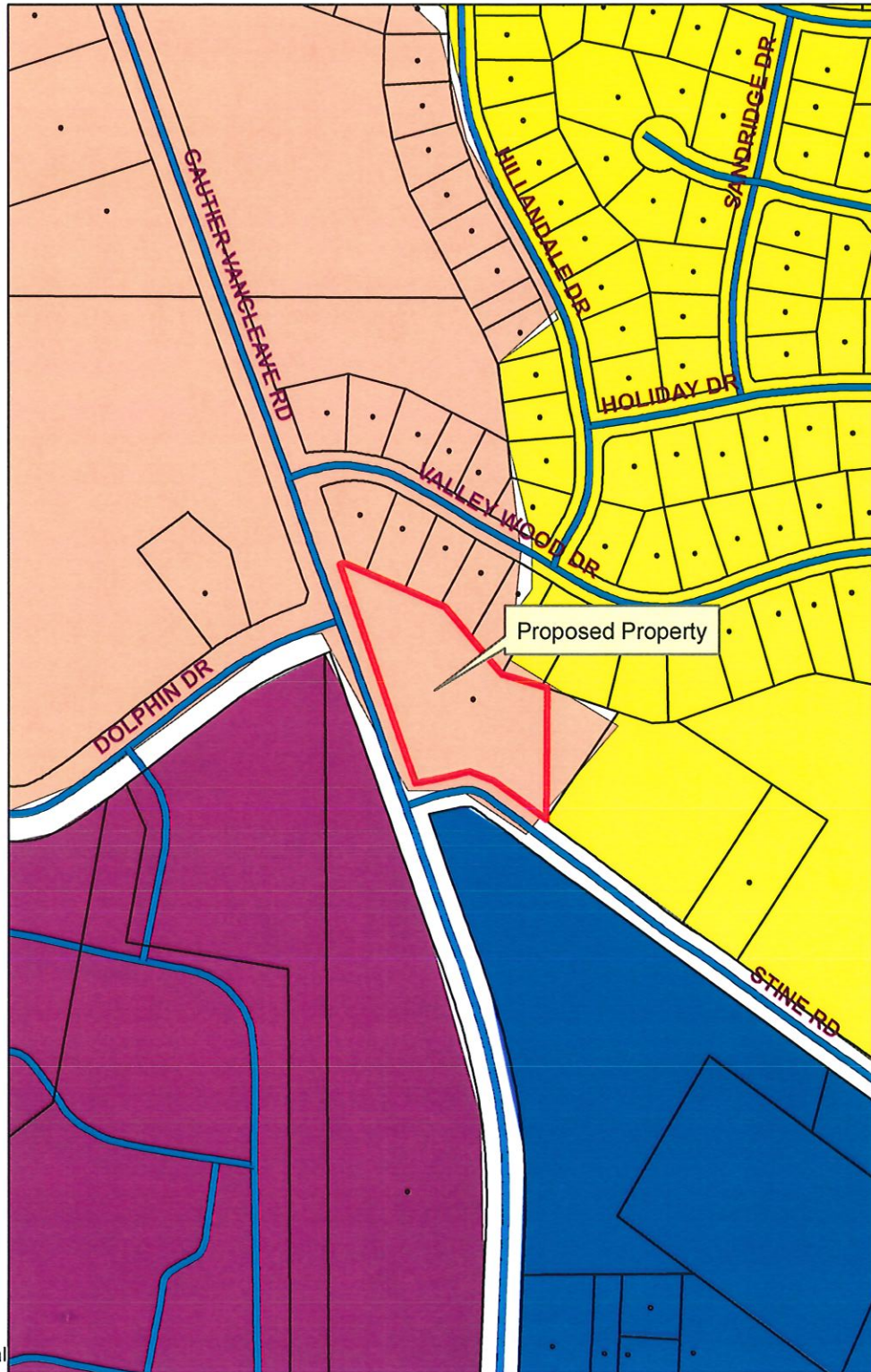
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:

December 17, 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 17, 2024.

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADVANCE AUTO PARTS	250621	12/17/2024	12/05/2024			45.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	DIESEL EXHAUST FLUID	431167858	11/06/2024			19.99	
	001-161-638	DIESEL EXHAUST FLUID	432643614	11/21/2024			19.99	
	001-161-638	SYL MINI BULB	432668419	11/21/2024			5.94	
001	AUTO TRUCK AND TRAILER PARTS INC	250622	12/17/2024	12/05/2024			163.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	PRESSURE SWITCH: E4	318878	11/04/2024			74.24	
	001-161-638	AC DRIER: E4	319016	11/08/2024			22.75	
	001-205-570	AIR GAUGE: PLANNING	319149	11/14/2024			66.20	
001	AUTOZONE INC	250623	12/17/2024	12/05/2024			74.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	DIESEL EXHAUST FLUID	4907691216	11/04/2024			29.09	
	001-161-638	TURTLE WAX WASH N WAX	4907694218	11/10/2024			17.44	
	001-161-638	STP TRANS FLUID: E1	4970695225	11/12/2024			27.71	
001	BELL AUTO PARTS INC	250624	12/17/2024	12/05/2024			389.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	EXMARK BELTS (2)	D060286	11/05/2024			238.95	
	001-170-559	40" REACHER TOOL (5)	45581	11/06/2024			120.00	
	001-170-639	IGNITION SWITCH: EXMARK	D060293	11/18/2024			31.00	
001	WASTE PRO - GAUTIER	250629	12/17/2024	12/06/2024			285.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	FRASIER PORT O LET	0001436844	11/30/2024			35.00	
	001-170-698	BACOT PORT O LET(2)	0001436863	11/30/2024			250.00	
001	DIRECTV LLC	250631	12/17/2024	12/06/2024			180.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (JAN)	X241214	12/14/2024			180.00	
001	RELX INC DBA LEXISNEXIS	250632	12/17/2024	12/06/2024			155.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	NOV 2024 4254VNBSY	3095482240	11/30/2024			155.00	
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	250633	12/17/2024	12/06/2024			537.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	LEASE PMT: POSTAGE MACHINE	3320019602	11/29/2024			537.54	
001	AIR MASTERS MECHANICAL INC	250634	12/17/2024	12/06/2024			172.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	REPL THERMOSTAT: COURT ROOM	SM12723	12/05/2024			172.50	
001	MS MUNICIPAL LEAGUE	250635	12/17/2024	12/06/2024			750.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-681	MID-WINTER CONF: COLLEDGE	40013	12/06/2024			150.00	
	001-021-681	MID-WINTER CONF: YANCEY	40013	12/06/2024			150.00	
	001-001-681	MID-WINTER CONF: JACKSON	40028	12/10/2024			150.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL LEAGUE	250635	12/17/2024	12/06/2024			750.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MID-WINTER CONF: VAUGHAN		40028	12/10/2024			150.00
	001-001-681	MID-WINTER CONF: GOLLOTT		40044	12/11/2024			150.00
001	STATE TREASURER	250637	12/17/2024	12/06/2024			11,346.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2024 COURT ASSESSMENTS		11302024	12/02/2024			11,346.02
001	MS DEPT OF PUBLIC SAFETY	250638	12/17/2024	12/06/2024			726.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2024 SPECIAL ASSESSMENTS		11302024	11/30/2024			726.85
001	MS DEPT OF PUBLIC SAFETY	250639	12/17/2024	12/06/2024			117.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2024 INTERLOCK FEES		11302024	11/30/2024			117.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	250640	12/17/2024	12/06/2024			55.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	NOV 2024 STATE ASSESSMENT		11302024	11/30/2024			55.50
001	PASCAGOULA TIRE & SERVICE INC	250642	12/17/2024	12/09/2024			318.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK (1): #17768		122290	11/06/2024			130.77
	001-100-638	BAL/STEM/DISP: #17768		122290	11/06/2024			17.50
	001-100-638	FS FIREHAWK (1): PD UNIT		122292	11/06/2024			124.37
	001-100-638	INSTALL PKG (1): PD UNIT		122292	11/06/2024			25.50
	001-100-638	TIRE REPR: PD UNIT		122292	11/06/2024			20.00
001	WARREN PAVING INC	250643	12/17/2024	12/09/2024			275.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	3.01 TN ASPHALT: POTHOLE REPR		100415	11/22/2024			275.42
001	SOUTHERN PEST CONTROL INC	250644	12/17/2024	12/09/2024			550.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-454118	11/05/2024			550.00
001	H2O INNOVATION OPERATION & MAINTENANCE	250647	12/17/2024	12/09/2024			63,665.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-672	OCT 2024 MAINT OPS		2024-10	10/31/2024			31,832.51
	001-201-672	NOV 2024 MAINT OPS		2024-11	11/30/2024			31,832.51
001	MOTOROLA SOLUTIONS INC	250649	12/17/2024	12/09/2024			3,086.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	VIDEOMNGR LICNS 11/24-11/25		1411126986	10/14/2024			2,681.25
	001-100-699	RADIO PROGRAMG 12/24-12/25		8230489727	11/16/2024			128.16
	001-100-699	APX NEXT 12/24-12/25		8230489732	11/16/2024			276.92
001	BIENVILLE ANIMAL MEDICAL CENTER	250650	12/17/2024	12/09/2024			373.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/MEDS SKIN ISSUE: SEFI		2200693	11/04/2024			178.50
	001-100-514	WELLNESS CK/VAX: SEFI		2201786	11/15/2024			146.00
	001-100-514	PROHEART 12MTH INJ: SEFI		2201809	11/15/2024			174.00

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BIENVILLE ANIMAL MEDICAL CENTER	250650	12/17/2024	12/09/2024			373.88	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	MULTI VISIT DISCOUNT		2203469	12/05/2024			-124.62
001	AIRGAS USA LLC	250651	12/17/2024	12/09/2024			518.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5512590359	11/30/2024			518.08
001	JACKSON COUNTY BOARD OF SUPERVISORS	250653	12/17/2024	12/09/2024			3,235.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	TAX SALE-SCHOOL DIST(647)		46	12/09/2024			3,235.00
001	SINGING RIVER HEALTH SYSTEM	250662	12/17/2024	12/10/2024			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	EMPLOYEE FLU SHOTS (14)		1000089	11/17/2024			280.00
001	SEYMOUR ENGINEERING PLLC	250664	12/17/2024	12/10/2024			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-608	PLAN REVIEW: LEGACY PARK		9261	12/02/2024			1,200.00
001	LOWE'S	250665	12/17/2024	12/10/2024			1,317.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	300' YLW CAUTION TAPE		990931	10/28/2024			12.33
	001-205-586	15CT RH WEDGE ANCHORS (2)		991775	10/28/2024			29.42
	001-170-559	METAL CLNG LUBRICANT		991110	10/28/2024			7.58
	001-205-586	PAIL LNRS;CHIP BRSH(5);TAPE		993554	10/29/2024			19.17
	001-205-586	MINI ROLLER 6CT;BOX RAGS		993554	10/29/2024			23.24
	001-205-559	SPRY BOTTLE;SS 3 PRNG NUT(4)		995733	10/30/2024			13.22
	001-205-559	PURDY 2" ANGLE BRUSH		995733	10/30/2024			13.76
	001-170-634	2X2X42 BALUSTER(16): GM PIER		999264	10/31/2024			23.84
	001-161-559	FLUSH LEVER: NORTH STN		981082	11/05/2024			6.75
	001-170-635	INSTL HAND DRIERS: GM RSTRM		980605	11/05/2024			67.17
	001-092-586	SS SINK STRNR/MOUNT: C HALL		982726	11/06/2024			25.04
	001-092-520	POTTING SOIL (4): CHALL		984702	11/07/2024			32.24
	001-205-586	ZINC HEX LAG SCREW (25)		984747	11/07/2024			9.75
	001-092-520	1.12 GAL LEMON CYPRESS (2)		991715	11/07/2024			55.06
	001-092-586	EXT ROOF CAULK (2): CHALL		998025	11/13/2024			24.66
	001-161-559	60W LED 16CT; UTY HOOK 2PK		998655	11/13/2024			26.56
	001-161-559	24 PK TERRY TOWELS		998655	11/13/2024			13.28
	001-100-635	CEILING TILE 4PK (2): GPD		999825	11/14/2024			13.28
	001-205-586	WAX RING;BOLTS;FLNG: TOILET		999817	11/14/2024			35.47
	001-161-559	WD40(2); MTL HOSE MENDER(2)		972292	11/15/2024			26.52
	001-170-577	ORTHENE 12OZ FIRE ANT(10)		979955	11/18/2024			113.80
	001-170-559	MULTI MAX LUBRICANT		979955	11/18/2024			7.58
	001-170-559	9" KB CRIMPER/CUTTER		982225	11/19/2024			18.98
	001-170-559	3M SCOTCHGARD SFTY GOGGLE		982225	11/19/2024			33.71
	001-170-559	3M SANDING FBGLASS		982225	11/19/2024			10.91
	001-205-559	14MM BRASS PLUG: PRSS WSHR		983424	11/19/2024			10.43
	001-100-635	CEILING TILE 16CT: GPD		982470	11/19/2024			23.03
	001-092-586	EXT ROOF CAULK (2): CHALL		985044	11/20/2024			24.66
	001-092-586	TEKS 300CT ROOFING SCREWS		985044	11/20/2024			47.48
	001-161-559	100' WALL MNT HOSE REEL (4)		990998	11/22/2024			528.20
	001-170-634	2W SHUTOFF VLV;1W SHUTOFF VLV		995256	11/24/2024			19.91

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	250668	12/17/2024	12/10/2024			150.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1180343	12/01/2024			150.83
001	JACKSON COUNTY ADULT DETENTION CENTER	250670	12/17/2024	12/10/2024			12,930.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	NOV 2024 ADC CHGS		11302024	12/03/2024			12,870.00
	001-010-696	PHARMACY CHGS		11302024	12/03/2024			60.53
001	ACE DATA STORAGE INC	250671	12/17/2024	12/10/2024			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2024 SHREDDING SERVICE		0102794	12/01/2024			105.00
001	CATALIS COURTS AND LAND RECORDS LLC	250672	12/17/2024	12/10/2024			1,614.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	DEC 2024 COURT SUPPORT		308336616	12/03/2024			1,614.60
001	SBM REPORTING LLC	250673	12/17/2024	12/10/2024			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MGT 12/5/24		MB1781	12/06/2024			175.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	250674	12/17/2024	12/10/2024			680.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 2024 ACCT 6006920		202410-1	11/01/2024			340.00
	001-100-699	NOV 2024 ACCT 6006920		202411-1	12/01/2024			340.00
001	CENTERPOINT ENERGY	250675	12/17/2024	12/10/2024			51.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE:10/25-11/22/24		11000999-0	12/03/2024			51.26
001	CENTERPOINT ENERGY	250676	12/17/2024	12/10/2024			51.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:10/25-11/22/24		11000885-1	12/03/2024			51.26
001	RJ YOUNG COMPANY LLC	250677	12/17/2024	12/10/2024			746.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	UNL-J9NI00-01 RENTAL FEE		INV7247590	12/02/2024			746.00
001	RJ YOUNG COMPANY LLC	250678	12/17/2024	12/10/2024			310.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	UNL-J7RK00-01 RENTAL FEE		INV7251614	12/03/2024			310.00
001	RJ YOUNG COMPANY LLC	250679	12/17/2024	12/10/2024			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	UNL-J9T600-01 RENTAL FEE		INV7231596	11/20/2024			155.00
001	SPARKLIGHT	250681	12/17/2024	12/10/2024			235.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	DEC 2024:BACOT 135939403		11232024	11/23/2024			235.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	250682	12/17/2024	12/10/2024			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	DEC 2024:SR BLDG	120793682	12012024	12/01/2024			96.73
001	SPARKLIGHT	250683	12/17/2024	12/10/2024			154.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DEC 2024:#107571481		12012024	12/01/2024			154.20
001	SPARKLIGHT	250684	12/17/2024	12/10/2024			111.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2024:CFD	122024086	11232024	11/23/2024			111.66
001	SPARKLIGHT	250685	12/17/2024	12/10/2024			96.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2024:NFD	122024383	11232024	11/23/2024			96.71
001	SPARKLIGHT	250686	12/17/2024	12/10/2024			96.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	DEC 2024:SPD	122025091	11232024	11/23/2024			96.71
001	SOUTHERN TIRE MART LLC DEPT 143	250688	12/17/2024	12/11/2024			195.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	ER SERVICE CALL: E1		2500169902	12/09/2024			195.00
001	GLOCK PROFESSIONAL INC	250689	12/17/2024	12/11/2024			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	12/24 ARMORER CRSE: ALLMAND		100200387	12/11/2024			250.00
	001-100-681	12/24 ARMORER CRSE: BOND		100200398	12/11/2024			250.00
001	DAVID FRANKLIN BATES	250690	12/17/2024	12/11/2024			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-425	ON CALL 11/11-16/24		11162024	12/09/2024			250.00
	001-170-425	SUPER BOWL (4)		11162024	12/09/2024			400.00
	001-170-425	WRAP UP MEETING		12112024	12/09/2024			50.00
001	RICHARD TILLMAN	250691	12/17/2024	12/11/2024			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	SUPER BOWL (4)		11162024	12/09/2024			200.00
001	LAWRENCE TRAVIS	250692	12/17/2024	12/11/2024			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (2)		11052024	12/09/2024			80.00
001	MISSISSIPPI POWER	250693	12/17/2024	12/11/2024			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	NOV 2024 LEASE: BACOT		0796886005	12/05/2024			1,155.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION	250694	12/17/2024	12/11/2024			499.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	NOV 06 2024 MAINT		4210576058	11/06/2024			124.96
	001-205-535	NOV 13 2024 MAINT		4211305086	11/13/2024			124.96
	001-205-535	NOV 20 2024 MAINT		4212085111	11/20/2024			124.96
	001-205-535	NOV 26 2024 MAINT		4212799692	11/26/2024			124.96
001	HENZE ENTERPRISES INC	250696	12/17/2024	12/11/2024			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	5 CY RAP: POTHOLE REPR		33259	12/05/2024			200.00
001	PYRO SHOWS INC	250697	12/17/2024	12/11/2024			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	BAL DUE: CHRISTMAS FIREWORKS		21168	12/09/2024			5,000.00
001	FUELMAN	250698	12/17/2024	12/11/2024			1,968.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP67538214	12/02/2024			1,448.83
	001-161-525	DSL FUEL		NP67538214	12/02/2024			378.55
	001-170-525	UNL FUEL		NP67538214	12/02/2024			141.01
001	FUELMAN	250700	12/17/2024	12/11/2024			3,162.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP67579768	12/09/2024			21.87
	001-100-525	UNL FUEL		NP67579768	12/09/2024			2,139.61
	001-161-525	UNL&DSL FUEL		NP67579768	12/09/2024			538.02
	001-170-525	UNL&DSL FUEL		NP67579768	12/09/2024			272.56
	001-205-525	UNL&DSL FUEL		NP67579768	12/09/2024			190.27
001	SINGING RIVER ELECTRIC COOPERATIVE	250702	12/17/2024	12/11/2024			726.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		11182024	11/22/2024			75.82
	001-170-631	FITNESS TRAIL 109268001		11182024	11/22/2024			32.58
	001-201-629	SIGNAL LIGHTS 10138		11192024	11/25/2024			126.21
	001-170-631	BACOT LIGHTS 10137		11192024	11/25/2024			389.79
	001-170-631	SRM PW BOX 8 104459007		11182024	11/22/2024			34.73
	001-170-631	DOLPHIN PW BOX 6 110759006		11182024	11/22/2024			32.60
	001-170-631	SRM VENUE 104312012		11182024	11/22/2024			34.86
001	GRAND VIEW SECURITY LLC	250703	12/17/2024	12/11/2024			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	TS AUDIO: GPD CAMERAS		08206142	12/08/2024			125.00
001	O'REILLY AUTO PARTS	250704	12/17/2024	12/11/2024			1,278.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	10 QT OIL; FILTER: #10636		1978348472	10/29/2024			85.10
	001-170-559	STEERING WHEEL CVR: REC		1978348524	10/30/2024			18.99
	001-170-638	STRAINER(2);FUEL PUMP:#63284		1978348587	10/30/2024			68.39
	001-170-638	FUEL LINE CLIPS: #63284		1978348595	10/30/2024			14.60
	001-170-638	RTN CR: STRNRS;F PUMP 63284		1978348620	10/31/2024			-68.39

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	250704	12/17/2024	12/11/2024			1,278.25	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	RTN CR: FUEL LN CLIPS 63284	1978348654	10/31/2024			-14.60	
	001-170-638	HTR HOSE; FUEL HOSE:#63284	1978348694	10/31/2024			6.39	
	001-100-570	BATTERY: #17768	1978349119	11/05/2024			130.42	
	001-170-638	GAL WIPER FLUID: REC	1978349234	11/06/2024			12.78	
	001-161-638	MICRO V BELT;PAG OIL: E4	1978349235	11/06/2024			77.90	
	001-100-570	WIPER BLADE (2): #12557	1978349276	11/06/2024			20.90	
	001-170-639	BATTERY: EXMARK	1978349351	11/07/2024			56.93	
	001-161-638	BATTERY-RT: #43091	1978349784	11/12/2024			130.42	
	001-161-638	BATTERY-LT: #43091	1978349785	11/12/2024			130.42	
	001-100-570	WIPER BLADE (2): #18807	1978349903	11/13/2024			40.78	
	001-100-570	HEADLAMP CAPSULE: #19687	1978349968	11/13/2024			30.39	
	001-161-638	PLASTIC WELD EPOXY: #57131	1978349976	11/14/2024			10.49	
	001-170-639	QT OIL; BUTT SPLICE: EXMARK	1978350027	11/14/2024			20.97	
	001-161-638	2 GAL ANTIFREEZE: E1	1978350403	11/18/2024			29.98	
	001-170-638	ELEC CLNR; BATTERY: 2004 GMC	1978350555	11/20/2024			119.73	
	001-161-638	MAP SENSOR: #43104	1978350565	11/20/2024			62.37	
	001-161-638	DSL TRMT;RR MN SEALER:#43104	1978350586	11/20/2024			37.98	
	001-161-638	2 GAL ATF: E5 CAB LIFT	1978350595	11/20/2024			55.98	
	001-170-638	PWR STEERING HOSE: #50409	1978351120	11/25/2024			36.50	
	001-170-638	HVAC ACTUATER (2): REC TRK	1978351126	11/25/2024			103.14	
	001-161-638	RF WINDOW REGULATOR: #08409	1978351215	11/26/2024			59.69	
001	SINGING RIVER ELECTRIC COOPERATIVE	250705	12/17/2024	12/11/2024			1,005.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST 94987002	11182024	11/22/2024			57.14	
	001-201-633	DOLPHIN ST 94988002	11182024	11/22/2024			62.33	
	001-201-633	DOLPHIN ST 94989002	11182024	11/22/2024			78.74	
	001-201-633	DOLPHIN ST 94990002	11182024	11/22/2024			762.89	
	001-092-631	BELK SIGN 97127001	11182024	11/22/2024			44.51	
001	SINGING RIVER ELECTRIC COOPERATIVE	250706	12/17/2024	12/11/2024			387.53	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	11192024	11/25/2024			247.91	
	001-170-631	BACOT SPLASHPAD 103751001	11192024	11/25/2024			31.51	
	001-170-631	BACOT UPGRADES 113730001	11192024	11/25/2024			55.22	
	001-170-631	BACOT 114484001	11192024	11/25/2024			52.89	
001	SINGING RIVER ELECTRIC COOPERATIVE	250707	12/17/2024	12/11/2024			720.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-629	SIGNAL LIGHT 89113001	11182024	11/22/2024			70.36	
	001-170-631	CITY PARK RSTRMS 89912001	11182024	11/22/2024			195.46	
	001-201-633	STREET LIGHTS 90345002	11182024	11/22/2024			207.17	
	001-092-631	RECORDS BLDG 90790001	11182024	11/22/2024			200.44	
	001-170-631	FRAZIER RSTRMS 98546001	11182024	11/22/2024			47.20	
001	ELAN FINANCIAL SERVICES	250712	12/17/2024	12/11/2024			1,755.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-702	MISC TOOLS	11132024	11/14/2024			54.98	
	001-205-702	RATCHET TIE DOWN	11132024	11/14/2024			25.98	
	001-205-702	5/16INX20FT CHAIN	11132024	11/14/2024			49.99	
	001-170-511	SUPPLIES:SR TGIVING LUNCH	11132024	11/14/2024			36.05	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES	250712	12/17/2024	12/11/2024			1,755.70	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-511	SUPPLIES:SR TGIVING LUNCH		11132024	11/14/2024			34.63
	001-170-511	SUPPLIES:SR TGIVING LUNCH		11132024	11/14/2024			25.96
	001-001-615	THROWS: CHRISTMAS PARADE		11152024	11/15/2024			274.70
	001-205-535	UNIFORM SHIRT (6): MAINT		11152024	11/15/2024			128.34
	001-170-511	SUPPLIES:SR TGIVING LUNCH		11142024	11/15/2024			428.79
	001-001-615	CUPS (500): PARADES		11152024	11/18/2024			315.37
	001-170-513	SUPPLIES: CHRISTMAS EVENT		11152024	11/18/2024			143.40
	001-001-615	SUPPLIES: CHRISTMAS FLOAT		11182024	11/19/2024			70.44
	001-170-511	SUPPLIES:SR TGIVING LUNCH		11202024	11/21/2024			144.95
	001-092-606	ONE WAY APP: DEC 2024		12022024	12/03/2024			75.00
	001-170-511	CR REFND: TAX ON SALE		11132024	11/15/2024			-37.05
	001-001-615	CR REFND: LATE SHIPPMENT		11152024	11/18/2024			-15.83
001	COG 7M BOND ACCT	250715	12/17/2024	12/11/2024			40,957.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		11292024	11/29/2024			40,957.58
001	CREDIT CARD CENTER	250717	12/17/2024	12/11/2024			3,683.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	USE OF FORCE INV: BEVER		11012024	11/04/2024			395.00
	001-100-681	SOCIAL MEDIA EMRGNCY: COLE		11012024	11/04/2024			548.00
	001-094-612	2025 HURRICANE CONF:MORGAN		11052024	11/06/2024			375.00
	001-094-612	2025 HURRICANE CONF:SAUCIER		11052024	11/06/2024			375.00
	001-094-612	HOTEL-HURR CONF: MORGAN		11112024	11/17/2024			720.15
	001-094-612	HOTEL-HURR CONF: SAUCIER		11112024	11/17/2024			720.15
	001-100-682	RENEW USPCA R9: GPD/BEVER		11212024	11/25/2024			50.00
	001-100-681	INTERDICTION TACS: BYRD		11252024	11/26/2024			500.00
001	AUTO TRUCK AND TRAILER PARTS INC	250719	12/17/2024	12/12/2024			2,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	A/C COMPRESSOR: ENG 4		318879	11/04/2024	250150		1,040.00
	001-161-559	OIL DRY (14)		319334	11/21/2024	250246		1,260.00
001	CAN'T MISS EMBROIDERY	250720	12/17/2024	12/12/2024			3,348.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	CROWELY SOFT SHELL JACKET (3)		29178	11/25/2024	250210		330.00
	001-161-535	HOODED CHARGER JACKET (33)		29178	11/25/2024	250210		1,716.00
	001-161-535	HOODED CHARGER JACKET 2X (3)		29178	11/25/2024	250210		162.00
	001-161-535	NIKE DRIFT CAP NAVY (3)		29178	11/25/2024	250210		72.00
	001-161-535	NIKE DRIFT CAP GREY (3)		29178	11/25/2024	250210		72.00
	001-161-535	CH PRO CAP NAVY (40)		29178	11/25/2024	250210		880.00
	001-161-535	CH PRO CAP GREY (3)		29178	11/25/2024	250210		66.00
	001-161-535	DIGITIZING FEE (2)		29178	11/25/2024	250210		50.00
001	REYNOLDS WHOLESALE CO	250722	12/17/2024	12/12/2024			349.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	CS/100 38X58 CAN LINER (10)		77976	12/05/2024	250328		349.50

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001	FLOWER PATCH	250724	12/17/2024	12/12/2024			49.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	CARNATION(10): SR FB PARENTS	10182024	11/17/2024	250107		49.90	
001	PASCAGOULA TIRE & SERVICE INC	250730	12/17/2024	12/12/2024			377.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	TIRE DISPOSAL FEE (4)	122230	11/06/2024	250197		18.00	
	001-170-638	8PLY RBRMASTER ST(4):TRAILER	122230	11/06/2024	250197		359.96	
001	IMAGES GALORE SIGNS LLC	250734	12/17/2024	12/12/2024			90.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-615	3X6 BANNER: COG COUNCIL	23-2842	12/10/2024	250335		90.00	
001	O'REILLY AUTO PARTS	250735	12/17/2024	12/12/2024			438.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	TRUCK TOOLBOX: #63284	1978348655	10/31/2024	250154		206.57	
	001-161-638	MDK1066 SEMI-MET PAD: 43104	1978350741	11/21/2024	250261		43.92	
	001-161-638	680305RGS BRK ROTOR(2):43104	1978350741	11/21/2024	250261		188.10	
001	SUN HERALD ADVERTISING	250737	12/17/2024	12/12/2024			204.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	BID AD: FAIRWAY LAUNCH IMPS	279066	11/30/2024	250214		125.10	
	001-090-615	PUBLIC NOTICE: GPC #24-52-VAR	279066	11/30/2024	250248		20.76	
	001-090-615	PUBLIC NOTICE: GPC #24-53-CU	279066	11/30/2024	250248		22.08	
	001-040-615	PUBL ORDINANCE 280-2024	279066	11/30/2024			36.96	
001	RT FIREARMS LLC	250738	12/17/2024	12/12/2024			10,259.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-587	MAGPUL FLIP UP SIGHT (28)	11252024	11/25/2024	250205		839.72	
	001-100-587	MAGPUL FLIP REAR SIGHT(28)	11252024	11/25/2024	250205		1,119.72	
	001-100-587	MAGPUL 45 DEG FRNT SIGHT(10)	11252024	11/25/2024	250205		649.90	
	001-100-587	MAGPUL 45 DEG REAR SIGHT(10)	11252024	11/25/2024	250205		799.90	
	001-100-587	GRIFFIN RECCE 5 SUPPRS (10)	11192024	11/19/2024	250217		5,750.00	
	001-100-587	ADJ GAS BLOCK (10)	11192024	11/19/2024	250217		350.00	
	001-100-587	GRIFFIN CHARGING HANDLE (10)	11192024	11/19/2024	250217		750.00	
001	JACOB THOMPSON	250740	12/17/2024	12/12/2024			775.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-635	WHITE BLIND SHADE (2)	1854	11/19/2024	250254		650.00	
	001-100-635	INSTALLATION	1854	11/19/2024	250254		75.00	
	001-100-635	SHIPPING	1854	11/19/2024	250254		50.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	250741	12/17/2024	12/12/2024			43.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	2025 AAG YRLY WALL CALENDAR	6018032851	11/27/2024	250276		28.55	
	001-170-500	CHISEL TIP BLK SHARPIE 12CT	6018032851	11/27/2024	250276		8.91	
	001-170-500	EASY PEEL CODE LABEL 1008PK	6018032851	11/27/2024	250276		5.63	

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001	SPORTABOUT	250743	12/17/2024	12/12/2024			5,249.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	LOGO CHEER TOP (52)	11795	12/10/2024	241302		208.00	
	001-170-502	FOOTBALL JERSEY (91)	11795	12/10/2024	241302		3,549.00	
	001-170-502	YM HELMET (6)	11737	11/12/2024	241305		828.00	
	001-170-502	FREIGHT: HELMETS	11737	11/12/2024	241305		78.00	
	001-170-502	BOY CHEER UNIFORM	11737	11/12/2024	241305		32.00	
	001-170-502	COACHES SHIRT AM-AXL (17)	11737	11/12/2024	241305		136.00	
	001-170-502	COACHES SHIRT 2XL (4)	11737	11/12/2024	241305		36.00	
	001-170-502	COACHES SHIRT 3XL (2)	11737	11/12/2024	241305		20.00	
	001-170-502	COACHES SHIRT 4XL	11737	11/12/2024	241305		11.00	
	001-170-502	COACHES SHIRT 5XL	11737	11/12/2024	241305		12.00	
	001-170-502	FTBL PANT REORDER (3)	11737	11/12/2024	241305		66.00	
	001-170-502	JERSEY REORDER (9)	11737	11/12/2024	241305		216.00	
	001-170-512	3 POST TROPHY: CRUISIN COAST	11796	12/10/2024	241325		57.00	
001	STERLING PETROLEUM PRODUCTS INC	250745	12/17/2024	12/12/2024			1,597.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	55G DRUM SB 5W20 ENG OIL(2)	111052	11/01/2024	250140		1,100.00	
	001-100-570	STATE OIL FEE (2)	111052	11/01/2024	250140		8.80	
	001-205-525	55G DRUM KEROSENE: MNT SHOP	111053	11/01/2024	250148		489.00	
001	AMAZON CAPITAL SERVICE	250748	12/17/2024	12/12/2024			163.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-535	BLUE MENS QRTR ZIP SWEATER	1XQRXYFL14	12/02/2024	250258		28.50	
	001-090-535	BEANIE HAT BLK (2)	1XQRXYFL14	12/02/2024	250258		15.90	
	001-090-535	GREY MENS QRTR ZIP SWEATER	1XQRXYFL14	12/02/2024	250258		25.72	
	001-090-559	RUBBER Mallet 16OZ: CEO	1XQRXYFL14	12/02/2024	250258		18.00	
	001-090-535	X-X BLUE PONYTAIL CAP	1XQRXYFL14	12/02/2024	250258		11.99	
	001-090-535	WINTER BEANIE KNIT HAT: MECH	1XQRXYFL14	12/02/2024	250258		13.99	
	001-090-535	COLUMBIA RAIN JACKET: CEO	1XQRXYFL14	12/02/2024	250258		37.50	
	001-090-535	X-X GREY PONYTAIL CAP	1XQRXYFL14	12/02/2024	250258		11.99	
FUND TOTAL	1 Claims	to	Checks	76 Total	197,126.30 Manual	Held	Total	197,126.30

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	1271 ENTERTAINMENT LLC	250648	12/17/2024	12/09/2024			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-645	PERF FEE: 2 LANE SUMMER		12232024	12/04/2024			500.00
004	LOWE'S	250666	12/17/2024	12/10/2024			189.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-586	GAL SATIN BASE: STAGE		996396	10/30/2024			75.03
	004-510-586	DSP PAINT TRAY; 2" BRUSH		996396	10/30/2024			16.66
	004-510-586	50PK ALUM RIVETS		996396	11/04/2024			6.63
	004-510-586	4CT CORNER BRACE (2)		977830	11/04/2024			5.66
	004-510-559	18" BLK CABLE TIE 15CT (2)		982906	11/06/2024			17.06
	004-510-559	18" BLK CABLE TIE 15CT (3)		983235	11/06/2024			25.59
	004-510-586	25LB RYE GRASS SEED		989104	11/22/2024			42.73
004	GULF BREEZE LANDSCAPING LLC	250711	12/17/2024	12/11/2024			356.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	REPR IRRIGATION LINE		3125	09/30/2024			356.10
004	ELAN FINANCIAL SERVICES	250713	12/17/2024	12/11/2024			1,010.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-645	CHRISTMAS DECOR: SOUND		12022024	12/03/2024			1,010.00
FUND TOTAL	4 Claims	to	Checks	4 Total	2,055.46 Manual	Held	Total	2,055.46

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	250718	12/17/2024	12/12/2024			38,689.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 50.46%		25	12/11/2024			38,689.70
FUND TOTAL 130 Claims	to	Checks	1 Total	38,689.70	Manual	Held	Total	38,689.70

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	250669	12/17/2024	12/10/2024			896.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-606	MODEM PLAN (26) DEC 24		12022024	12/02/2024			896.48
156	DUNAWAY SIGNS INC	250728	12/17/2024	12/12/2024			2,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	CNC RTD SIGN 61X46: PD BLDG		43767	12/05/2024	250139		2,280.00
FUND TOTAL 156 Claims	to	Checks	2 Total	3,176.48	Manual	Held	Total	3,176.48

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	DANA SAFETY SUPPLY	250746	12/17/2024	12/12/2024			1,496.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	SOI 4" MPOWER LIGHT (12)		941269	12/10/2024	250224		1,470.00
	157-100-799	SOI 4" MPOWER 15 DEG WEDGE(4)		941269	12/10/2024	250224		26.00
FUND TOTAL 157 Claims	to	Checks	1 Total	1,496.00 Manual		Held		Total 1,496.00

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	TRI-TECH FORENSICS INC	250749	12/17/2024	12/12/2024			320.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-799	40X80 SOFT STRETCHER 5CT		01092502	12/03/2024	250247		320.00
FUND TOTAL 160 Claims	to	Checks	1 Total	320.00 Manual		Held	Total	320.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	250636	12/17/2024	12/06/2024			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	NOV 2024 BOX RENTAL		702599	11/30/2024			50.00
176	SPARKLIGHT	250687	12/17/2024	12/10/2024			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	DEC 2024:SSP 136075116		11232024	11/23/2024			127.95
176	SINGING RIVER ELECTRIC COOPERATIVE	250708	12/17/2024	12/11/2024			2,286.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		11192024	11/25/2024			1,902.28
	176-170-631	HOUSE 76855002		11192024	11/25/2024			55.40
	176-170-631	SP WELCOME CENTER		11192024	11/25/2024			298.84
	176-170-631	DUMP STATION 109931001		11192024	11/25/2024			30.00
176	BELL AUTO PARTS INC	250725	12/17/2024	12/12/2024			2,672.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	V KAWASKI ENGINE FX850:EXMARK		D060292	11/13/2024	250220		2,672.00
176	GRAND VIEW SECURITY LLC	250744	12/17/2024	12/12/2024			524.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	W/S GATE STICKER 50CT (2)		26139476	11/27/2024	250284		524.02
176	MOBILE BAY FIREWOOD	250747	12/17/2024	12/12/2024			1,043.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	FIREWOOD BUNDLE (165)		M2379	12/02/2024	250283		1,043.25
FUND TOTAL 176 Claims to		Checks	6 Total	6,703.74	Manual	Held	Total	6,703.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	VULCAN CONSTRUCTION MATERIAL LLC	250628	12/17/2024	12/06/2024			2,785.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	47.22TN MDOT 100LB: LADNIER		2315138	11/26/2024			2,785.98
400	ANSER	250641	12/17/2024	12/06/2024			675.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:11/20-12/17/24		277-112024	11/20/2024			650.00
	400-650-698	PAPER INVOICE FEE		277-112024	11/20/2024			5.00
	400-650-698	HOLIDAY CHG		277-112024	11/20/2024			20.00
400	ARISTA INFORMATION SYSTEMS INC	250645	12/17/2024	12/09/2024			5,051.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2024 PRINTING 2067001		0011044	11/30/2024			1,162.70
	400-650-698	NOV 2024 POSTAGE 2067001		0011044	11/30/2024			3,888.94
400	H2O INNOVATION OPERATION & MAINTENANCE	250646	12/17/2024	12/09/2024			366,165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	OCT 2024 MAINT OPS		2024-10	10/31/2024			183,082.50
	400-650-672	NOV 2024 MAINT OPS		2024-11	11/30/2024			183,082.50
400	LOWE'S	250667	12/17/2024	12/10/2024			331.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	CPLG; UNION FITTIG; TUBING		997103	10/30/2024			86.59
	400-651-683	60LB MORTAR MIX; 80LB QK (6)		996427	10/30/2024			38.16
	400-650-559	MRKG BLUE SPRAY PAINT (3)		970911	11/01/2024			28.44
	400-650-559	HAND TROWEL(2); 1" GP BRUSH		970911	11/01/2024			31.29
	400-651-683	CRRG BOLT(50); 25CT WHSR(2)		997872	11/13/2024			22.12
	400-651-581	10' S40 PIPE		970792	11/14/2024			12.81
	400-651-585	20LB GRASS SEED; 40LB FERTLZR		970792	11/14/2024			71.97
	400-650-559	WD40 8OZ 2PK (3)		989861	11/22/2024			39.84
400	RJ YOUNG COMPANY LLC	250680	12/17/2024	12/10/2024			225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UNL-J9T500-01 RENTAL FEE		INV7247592	12/02/2024			225.00
400	HENZE ENTERPRISES INC	250695	12/17/2024	12/11/2024			1,620.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	48 CY RED SAND: R HIRAM		33259	12/05/2024			720.00
	400-651-683	31 CY TOP SOIL: R HIRAM		33259	12/05/2024			620.00
	400-651-683	4 CY RAP: OLD SPANISH TRL		33259	12/05/2024			160.00
	400-651-585	6 CY TOP SOIL: WTR LEAK		33259	12/05/2024			120.00
400	FUELMAN	250699	12/17/2024	12/11/2024			150.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP67538214	12/02/2024			150.51
400	FUELMAN	250701	12/17/2024	12/11/2024			146.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP67579786	12/09/2024			146.84

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	250709	12/17/2024	12/11/2024			5,111.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		11192024	11/25/2024			266.02
	400-651-631	LIFT STNS 17883		11192024	11/25/2024			2,438.86
	400-651-631	LIFT STNS 17884		11192024	11/25/2024			1,635.07
	400-651-631	LIFT STNS 114260001		11192024	11/25/2024			771.12
400	SINGING RIVER ELECTRIC COOPERATIVE	250710	12/17/2024	12/11/2024			1,261.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		11182024	11/22/2024			1,261.00
400	ELAN FINANCIAL SERVICES	250714	12/17/2024	12/11/2024			77.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	T-SHIRT (12): MTR READERS		11062024	11/06/2024			77.82
400	COG DEPOSITORY ACCOUNT	250716	12/17/2024	12/11/2024			177,721.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	NOV 2024 GARBAGE PMTS		11302024	11/30/2024			177,721.61
400	CAN'T MISS EMBROIDERY	250721	12/17/2024	12/12/2024			219.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	SCRN PRINT LOGO: SHIRT (23)		29202	12/04/2024	250245		86.25
	400-650-535	SCREEN RESET UP FEE (2)		29202	12/04/2024	250245		40.00
	400-650-535	EMBROIDER LOGO: JACKET (11)		29203	12/04/2024	250245		93.50
400	WEAVER SUPPLY CO	250723	12/17/2024	12/12/2024			4,872.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	#3 LOCK MASTER KEYED(300):LS		266937	11/27/2024	250227		3,897.00
	400-651-584	3/16" SS CHAIN SAFE(500):LS		266937	11/27/2024	250227		975.00
400	SOUTHERN PIPE & SUPPLY CO INC	250726	12/17/2024	12/12/2024			4,070.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	6" CI TURBINE WATER METER		610925-00	11/19/2024	250135		1,540.00
	400-651-581	6" MJ GATE VALVE		576920-00	11/08/2024	250202		980.00
	400-651-581	6" MEGALUG PVC (2)		576920-00	11/08/2024	250202		102.30
	400-651-581	6" TRANS SET L/GLAND (2)		576920-00	11/08/2024	250202		63.30
	400-651-581	3" MJ GATE VALVE (2)		576920-00	11/08/2024	250202		1,324.12
	400-651-581	3" MEGALUG PVC		576920-00	11/08/2024	250202		39.13
	400-651-581	3" TRANS SET L/GLAND		576920-00	11/08/2024	250202		21.69
400	MICRO METHODS INC	250727	12/17/2024	12/12/2024			330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	SAMPLE 1:FH REPR SIOUX BAYOU		2412126186	12/06/2024	250325		100.00
	400-651-698	SAMPLE 2:FH REPR SIOUX BAYOU		2412126186	12/06/2024	250325		30.00
	400-651-698	SNGL SAMPLE COLIFORM:HOMESTD		2412125-01	12/06/2024	250330		100.00
	400-651-698	SNGL SAMPLE COLIFORM:LOUIS A		2412125186	12/06/2024	250329		100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY	250729	12/17/2024	12/12/2024			4,974.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	2 FCIR REPR CLAMP 7-1/2 (3)	MS0375837	11/11/2024	250097	209.25		
	400-651-581	3 FCIR REPR CLAMP 7-1/2 (2)	MS0375837	11/11/2024	250097	166.00		
	400-651-581	3 FCIR REPR CLAMP 12-1/2 (2)	MS0375837	11/11/2024	250097	266.00		
	400-651-581	4 FCIR REPR CLAMP 7-1/2 (2)	MS0375837	11/11/2024	250097	182.00		
	400-651-581	4 FCIR REPR CLAMP 12-1/2 (3)	MS0375837	11/11/2024	250097	462.00		
	400-651-581	6 FCIR REPR CLAMP 7-1/2 (3)	MS0375837	11/11/2024	250097	330.00		
	400-651-581	6 FCIR REPR CLAMP 12-1/2 (2)	MS0375837	11/11/2024	250097	352.00		
	400-651-581	8 FCIR REPR CLAMP 7-1/2 (2)	MS0375837	11/11/2024	250097	248.00		
	400-651-581	8 FCIR REPR CLAMP 12-1/2 (3)	MS0375837	11/11/2024	250097	630.00		
	400-651-583	10 FCIR REPR CLAMP 12-1/2 (2)	MS0375837	11/11/2024	250097	494.00		
	400-651-583	12 F CIR REPR CLAMP 7-1/2 (2)	MS0375837	11/11/2024	250097	384.00		
	400-651-583	12 F CIR REPR CLAMP 12-1/2 (2)	MS0375837	11/11/2024	250097	578.00		
	400-651-583	3/4 REDI CLAMP F CIR 3" (5)	MS0375837	11/11/2024	250097	160.00		
	400-651-583	1 REDI CLAMP F CIR 3" (5)	MS0375837	11/11/2024	250097	175.00		
	400-651-583	10 REPR CLAMP 7-1/2 (2)	MS0375837	11/11/2024	250097	338.00		
400	CENTRAL PIPE SUPPLY-JACKSON	250731	12/17/2024	12/12/2024			1,792.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	PVC PLUG 4" THRD (20)	395828.001	12/05/2024	250323	107.20		
	400-651-581	3/4"X 500' TUBING (4)	395828.001	12/05/2024	250323	860.00		
	400-651-581	FORD BRASS CPLG 3/4"X1' (25)	395828.001	12/05/2024	250323	825.25		
400	COAST CHLORINATOR & PUMP CO INC	250732	12/17/2024	12/12/2024			4,388.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-582	S 480 REG ASO (2): ION PLNT	78107	11/06/2024	250191	2,172.00		
	400-651-582	S/S LIQ FILL PRESS GAUGE (2)	78107	11/06/2024	250191	44.00		
	400-651-582	S 480 REGULATOR (2): SPARES	78205	12/04/2024	250318	2,172.00		
400	CONTROL SYSTEMS INC	250733	12/17/2024	12/12/2024			2,064.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	DC101D DPLX CONTROLLER (5)	63477	11/18/2024	250239	2,040.00		
	400-651-584	FREIGHT	63477	11/18/2024	250239	24.00		
400	O'REILLY AUTO PARTS	250736	12/17/2024	12/12/2024			546.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	QT STABILIZER (12): LS MNT	1978349205	11/06/2024	250196	203.88		
	400-651-584	QT STOP LEAK (12): LS MNT	1978349205	11/06/2024	250196	125.88		
	400-651-584	1 QT OIL (12): LS MNT	1978349206	11/06/2024	250195	71.88		
	400-650-638	WINDOW REG ASY: #06830	1978349820	11/12/2024	250218	55.61		
	400-650-638	WINDOW REG ASY: #06830	1978349820	11/12/2024	250218	59.90		
	400-650-638	WINDOW SWITCH : #06830	1978349876	11/13/2024	250221	28.86		
400	DEER BUILDINGS AND CARPORTS	250739	12/17/2024	12/12/2024			11,220.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-721	30X60 MTL BLDG: NANO PLANT	0122	12/11/2024	250156	11,220.43		

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	THE SPECTRUM GROUP INC	250742	12/17/2024	12/12/2024			127.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	ATI CHLORINE MEMBRANE(3)		12323	12/02/2024	250249	108.00	
	400-651-581	FREIGHT: WELLS		12323	12/02/2024	250249	19.70	
FUND TOTAL 400 Claims	to	Checks	24 Total	595,927.82	Manual	Held	Total	595,927.82

Docket of Claims
Release date from 12/17/2024 thru 12/17/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	250630	12/17/2024	12/06/2024			172,819.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	NOV 2024 RES GARBAGE (6342)		0001436806	11/30/2024		172,819.50	
FUND TOTAL 404 Claims	to	Checks	1 Total	172,819.50	Manual	Held	Total	172,819.50

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	76 Total	197,126.30 Manual	Held	Total	197,126.30
FUND 4 Claims	to	Checks	4 Total	2,055.46 Manual	Held	Total	2,055.46
FUND 130 Claims	to	Checks	1 Total	38,689.70 Manual	Held	Total	38,689.70
FUND 156 Claims	to	Checks	2 Total	3,176.48 Manual	Held	Total	3,176.48
FUND 157 Claims	to	Checks	1 Total	1,496.00 Manual	Held	Total	1,496.00
FUND 160 Claims	to	Checks	1 Total	320.00 Manual	Held	Total	320.00
FUND 176 Claims	to	Checks	6 Total	6,703.74 Manual	Held	Total	6,703.74
FUND 400 Claims	to	Checks	24 Total	595,927.82 Manual	Held	Total	595,927.82
FUND 404 Claims	to	Checks	1 Total	172,819.50 Manual	Held	Total	172,819.50
Total for all Funds			Checks	116 Total	1,018,315.00 Manual	Held	Total 1,018,315.00

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: December 17, 2024
Title: Approval of Minutes from the Recessed Council Meeting held November 19, 2024 and the Regular Council Meeting held December 3, 2024

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

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held November 19, 2024 and the Regular Council Meeting held December 3, 2024

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Meeting held November 19, 2024 and the Regular Council Meeting held December 3, 2024 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

Tuesday
November 19, 2024
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held November 19, 2024 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
November 19, 2024 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier Senior Center Thanksgiving Luncheon will be Wednesday, November 20th starting at 11:30am.
2. Gautier Rotary Club will host its Annual Rotary Christmas Parade on Saturday, December 7th at 12pm.
3. 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

V. Business Agenda

1. Authorization to Acknowledge Bids and Award Contract for the City of Gautier's Annual Hot Bituminous Pavement Contract

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

2. Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District, located at 5900 Brown Road, Gautier, MS, (GPC 24-50-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consideration of a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District, located at 3204 Ladnier Road, Gautier, MS, (GPC 24-51-SE)

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

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. Approval of minutes from Recessed Council Meeting held for November 5, 2024
2. Approval of water and sewer adjustments for November 2024 in the amount of \$22,669.05
3. Authorization to accept monetary donation for The City of Gautier's Cruisin' Through the Decades Event
4. Authorization to enter into a Grant Agreement with the Mississippi Department of Marine Resources (MDMR) for the FY2025 Tidelands funding for the Fairway Drive Boat Launch and Pier Project
5. Authorization to Acknowledge Bids and Award Contract for San Lorenzon and Cypress Landing at Ferry Point streambank stabilization and debris /sediment removal NRCS (2021) NR244423XXXXC001
6. Approval of a Non-Exclusive Use Agreement for Buddy Davis Park
7. Resolution approving the Sponsorship of Gautier Rotary Club Christmas Parade to be held on December 7, 2024
8. Resolution approving closure of roads and traffic control measures for the Gautier Rotary Club Christmas Parade

VII. STUDY AGENDA

1. Discuss Citizen Comments

2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Adjourn until December 3, 2024 at 6:30pm
www.gautier-ms.gov

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

Councilman Gollott made the motion to approve the agenda order, as presented.
Councilman Jackson seconded the motion. The vote was carried unanimously.

Announcements

1. Gautier Senior Center Thanksgiving Luncheon will be Wednesday, November 20th starting at 11:30am.
 2. Gautier Rotary Club will host its Annual Rotary Christmas Parade on Saturday, December 7th at 12pm.
 3. Following the parade, Lights and Lagniappe on the Bayou will be Saturday, December 7th, starting at 1pm at the former SR Mall Property.
-

Presentation

None

GAUTIER SENIOR CENTER

SENIOR
GAUTIER
CENTER

THANKS GIVING

Luncheon

WEDNESDAY
NOV. 20TH, 2024

11:30AM

COME JOIN US FOR
OUR ANNUAL
THANKSGIVING MEAL!

MEAL WILL BE PROVIDED PLEASE BRING A DESSERT

BINGO, LUNCH, & FELLOWSHIP

914 De La Pointe Dr. GAUTIER
MISSISSIPPI



GAUTIER ROTARY CLUB HOSTS
THE 26TH ROTARY

Christmas PARADE

JOIN THE GAUTIER ROTARY CLUB AS THEY PARADE
INTO THE LIGHTS AND LAGNIAPPE ON THE BAYOU!

Saturday
DECEMBER 7TH
12PM

FOR MORE INFORMATION VISIT:

ROTARY CLUB OF GAUTIER

FACEBOOK PAGE

INTERESTED ON RIDING IN THE PARADE?

PLEASE CONTACT:

228-297-3063 | 228-697-1621 | 228-238-0830

NO ENTRY FEES!⁵



**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

Councilman Gollott made the motion to acknowledge the receipt of one qualified bid, as presented, and award the contract for the City of Gautier's Annual Hot Bituminous Pavement Contract with Huey P. Stockstill, and as an alternate, Mallette Brothers Construction Company for milling. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 716-2024

WHEREAS, on October 1, 2024, the City of Gautier has requested bids for the Annual Hot Bituminous Pavement Contract; and

WHEREAS, on or before November 1, 2024, two bids were received by the City, with only one fully completed bid submitted by Huey P. Stockstill, LLC and one bid submitted only for milling from Mallette Brothers Construction Company, is hereby acknowledged; and

WHEREAS, based on the cost of asphalt and neighboring city contracts for Hot Bituminous Pavement, City Staff recommends approving the contract with Huey P. Stockstill for the City's Annual Paving Contract, and as an alternate, staff recommends that the Council approve Mallette Brothers Construction Company for milling; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the City's Annual Hot Bituminous Pavement Contract to Huey P. Stockstill, LLC, and Mallette Brothers Construction Company as an alternate for milling; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, and the bases outlined therein, that Huey P. Stockstill has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Huey P. Stockstill for the City's Annual Paving Contract, and as an alternate, Mallette Brothers Construction Company for milling, is hereby authorized and approved.

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

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

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

NAYS: **None**

MAYOR

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Ramona Morgan, Public Works Director
Date: 11/13/2024
Subject: Recommendation to award Annual City Hot Bituminous Pavement Contract

REQUEST:

Recommendation to approve Annual Hot Bituminous Pavement Contract to the lowest bidder.

BACKGROUND:

On October 6, 2024, and October 13, 2024, the City of Gautier placed a publication in the Sun Herald to submit sealed bids for an annual contract for Hot Bituminous Pavement by November 1, 2024. On November 1, 2024, the City of Gautier received 2 bids for an annual contract for Hot Bituminous Pavement. The 1 and only complete bid was from Huey P. Stockstill, LLC. The second bid was from Mallette Brothers Construction Company with only milling being bid on.

DISCUSSION:

Based on the cost of asphalt and neighboring city contracts for Hot Bituminous Pavement, staff believe that Huey P. Stockstill has the best prices for the City's needs.

RECOMMENDATION:

Staff recommends that Council approve the contract for Hot Bituminous Pavement from Huey P. Stockstill, and as an alternate, staff recommend that the Council approve Mallette Brothers for milling.

ATTACHMENTS:

1. Bid Tabulation Sheet
2. Huey P Stockwell Bid
3. Mallette Brothers Bid

BID OPENING: November 1, 2024
Time 12:00 PM

In Place Hot Bituminous Pavement

Section A - Patchwork (1-20) - Asphalt (1-300 square yard milling)

DESCRIPTION

Hot Mix Asphalt in-Place, ST 9.5mm Mixture
Hot Mix Asphalt in-Place ST 19mm Mixture
Cold Milling Depth less than 2" - Contractors Retains Millings
Cold Milling Depth greater than 2" - Contractor Retains Millings

UNIT PRICE	
\$ 0	/TON
\$ 0	/TON
\$ 50.00	/SQ YD
\$ 50.00	/SQ YD

Company Name
Malicote Brothers Const. Co.

Company Name
Huey P. Stockstill, LLC

UNIT PRICE	
\$ 10.00	/TON
\$ 10.00	/TON
\$ 10.00	/SQ YD
\$ 10.00	/SQ YD

Section B - Small Paving Work (21 to 400 tons) Asphalt (301 to 3000 square yards millings)

DESCRIPTION

Hot Mix Asphalt in-Place ST 9.5mm Mixture
Hot Mix Asphalt in-Place ST 19mm Mixture
Cold Milling Depth less than 2" - Contractors Retain Millings
Cold Milling Depth greater than 2" - Contractors Retain Millings

UNIT PRICE	
\$ 0	/TON
\$ 0	/TON
\$ 8.00	/SQ YD
\$ 8.00	/SQ YD

UNIT PRICE	
\$ 175.00	/TON
\$ 165.00	/TON
\$ 9.00	/SQ YD
\$ 14.00	/SQ YD

Section C - Large Paving Work (401+ tons) - Asphalt (3001+ square yards millings)

DESCRIPTION

Hot Mix Asphalt in-Place ST 9.5mm Mixture
Hot Mix Asphalt in-Place ST 19mm Mixture
Cold Milling Depth less than 2" - Contractors Retains Millings
Cold Milling Depth greater than 2" - Contractors Retains Millings

UNIT PRICE	
\$ 0	/TON
\$ 0	/TON
\$ 3.74	/SQ YD
\$ 3.74	/SQ YD

UNIT PRICE	
\$ 140.00	/TON
\$ 130.00	/TON
\$ 4.50	/SQ YD
\$ 5.00	/SQ YD

Section D - Hot Mix Asphalt Picked up at Contractor's Plant, loaded onto City trucks

DESCRIPTION

Hot Mix Asphalt type SC-1

UNIT PRICE	
\$ 0	/TON

UNIT PRICE	
\$ 89.00	/TON

Sign in Sheet for In place Hot Bituminous Pavement Bid Opening

Sign in Sheet for In place Hot Bituminous Pavement Bid Opening

[illegible]

lreddix

From: Brandon Suit <brandon@hueystockstill.com>
Sent: Thursday, October 31, 2024 9:47 AM
To: lreddix
Cc: Huey Stockstill III; Jonathan Easterling; Jeb Seal; Amanda Quave; Lakisha Carter
Subject: HPS's Bid for "In place Hot Mix Bitumous Pavement"
Attachments: 24109- Sealed bid.pdf

Good Morning,

Will you please confirm you have received our bid.

Thanks

Brandon Suit

130 Huey Stockstill Road
Picayune, MS 39466
Cell: (228)-314-0530
Ph: (601)-798-2981 ext.1018
Fax: (601)-798-3072
Web: www.hueystockstill.com



HPS Bid

OCT 31 2024

10:00 AM

JMC

October 30, 2024

**SEALED BIDS FOR IN PLACE HOT MIX BITUMINOUS PAVEMENT
TO BE OPENED AT 12:00 P.M. FRIDAY, NOVEMBER 1ST, 2024**

CITY CLERK
GAUTIER CITY HALL
3330 US-90
GAUTIER, MISSISSIPPI 39553

OCT 31 2024


10:00 AM

Notice to bidders:

Sealed Bids for IN PLACE HOT BITUMINOUS PAVEMENT will be received by the City of Gautier, Mississippi until 12:00 p.m. LOCAL TIME on the 1st day of November 2024, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered and will be returned unopened.

All bids shall be submitted in a sealed envelope addressed to the City Clerk of Gautier Mississippi. The Street address of the City Clerk is:

City Clerk
Gautier City Hall
3330 US-90
Gautier, Mississippi
39553

All bid envelopes shall be marked "SEALED BIDS FOR IN PLACE HOT MIX BITUMINOUS PAVEMENT TO BE OPENED AT 12:00 P.M. FRIDAY, NOVEMBER 1st, 2024" on the outside of the envelope.

When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall include a document representing the cover of the envelope containing the aforementioned criteria. Electronic bids shall be submitted to lreddix@gautier-ms.gov

Specifications:

- Hot bituminous pavement shall conform to the latest edition of MDOT Standard Specifications for Road and Bridge Construction, Section 401 – Bituminous Pavement.
- Contractor will ensure that all transitions are completed so as to be level with existing road grades when completed. Only saw cutting or milling to a minimum of 1.5" will be allowed.
- Tickets from certified scales shall be issued for each load from plant. Scale tickets shall be signed by a representative of the City of Gautier as designated by Public Works.
- The City of Gautier shall place a representative to oversee the contractor's quality management program. The City of Gautier shall place a representative at each jobsite to receive load tickets.
- The contractor shall establish a quality management program to include job safety and traffic control procedures in accordance with the latest edition of the Manual of Uniform Traffic Control Devices. In addition, the contractor shall be responsible for material testing and quality control documentation of mix design and placement per MDOT Standard Specifications for Road and Bridge Construction Section 401 – Bituminous Pavement and Section 403 – Hot Mix Asphalt Pavement. Failure to provide adequate safety, traffic control and testing and documentation will be just cause for termination of this contract at the option of the City of Gautier. Any "re-work" that is determined to be the fault of the contract, shall be done at the contractor's expense. The rework determination shall be made by either the Director of Public Works or the City's Engineer.
- Materials quoted herein above shall meet the most current applicable portions of the latest edition of MDOT Standard Specifications for Road and Bridge Construction, Sections 401 and 403.
- Unless agreed upon in writing, Successful bidder shall begin work within 14 days of work authorization. Should the successful bidder fail to do so, the City shall be at liberty to purchase the ordered material from others and the successful bidder shall be liable to the City for any additional cost incurred by reason of the bidder's failure to supply within the time specified. Failure to provide the product(s) when requested shall also be grounds to terminate their contract at the option of the City of Gautier
- Bituminous materials as listed above shall conform to the latest edition of the MDOT Standard Specifications for Road and Bridge Construction, Section 702 - Bituminous Materials.
- Measurement: Refer to MDOT Standard Specifications for Road and Bridge Construction, Section 702.02 – Measurement and Section 702.03 – Heating of Bituminous Material.
- At the beginning of the contract period, Contractor shall submit a current design mix (no greater than 2 years old), based on the use of currently available materials/stockpiles.
- At the beginning of the contract period, Contractor shall submit reasonably recent certified truck weights/tares.

- For areas of work within reasonably close proximity (less than 1000' apart), the work to be performed shall be included in a single work order and measured for payment as such.
- Where required as part of the work order, milling will be performed regardless of the sub-grade material (such as asphalt overlaid on concrete, etc.)
- Contractor's stockyard or plant must be within fifteen (15) miles of the City of Gautier Public Works facility.

General

- The City of Gautier reserves the right to award each Section to separate contractors.
- This is an Annual Contract with five one-year extensions.
- The City of Gautier reserves the right to select an Alternate provider to initiate work in the event that the Primary provider is unable to complete work in a timely manner, or it is deemed advantageous by the City to do so.
- A price adjustment will be allowed based upon an industry-wide cost index of petroleum products for asphalt used in the performance or execution of this contract. The industry-wide index shall be established by the state highway department. The price adjustment shall be based on cost and shall not include any additional profit or overhead. The successful contractor shall give (30) days written notice of any price adjustment. The plant shall meet all certifications as required by the state highway department.
- Successful contractor must provide proof of insurance of at least \$1,000,000 of general liability insurance prior to entering contracts on construction, repair and maintenance jobs in excess of \$25,000.00.
- Successful contractor must show proof of the following Insurance Coverage:

General Liability	Each Occurrence	Aggregate
Bodily injury	\$300,000.00	\$300,000.00
Property damage	\$100,000.00	\$100,000.00

BID SHEET
In Place Hot Bituminous Pavement

Section A – Patchwork (1-20 Tons) - Asphalt (1-300 square yard milling)

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$ NO BID /TON
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" to 3 ½" thick).	\$ NO BID /TON
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$ NO BID /SQ YD
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings.	\$ NO BID /SQ YD

Section B – Small Paving Work (21 to 400 tons) - Asphalt (301 to 3000 square yards milling)

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$ 175 ⁰⁰ /TON
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	\$ 115 ⁰⁰ /TON
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$ 9 ⁰⁰ /SQ YD
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings	\$ 14 ⁰⁰ /SQ YD

Section C – Large Paving Work (401+ tons) – Asphalt (3001+ square yards milling)

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$ 140 ⁰⁰ /TON
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	\$ 130 ⁰⁰ /TON
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$ 4 ⁵⁰ /SQ YD
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings	\$ 5 ⁰⁰ /SQ YD

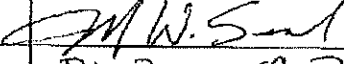
Section D– Hot Mix Asphalt Picked up at Contractor's Plant, loaded onto City trucks

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt type SC-1	\$ 89 ⁰⁰ /TON

- NOTE 1.** Mobilization, traffic control, preparation, clean-up, and all other work associated with paving operations shall be included within UNIT PRICING.
- NOTE 2.** Contractor has 14 (fourteen) calendar days after receipt of work order to begin work.
- NOTE 3.** Leveling shall be part of Paving Work and will be based on the appropriate unit price.
- NOTE 4.** The City of Gautier reserves the right to award each Section to separate contractors.

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gautier to remove our company from the bid list.

CONTRACTOR INFORMATION

Company/Firm Name	Huey P. Stockstill, LLC
Authorized Representative-(print)	Jeb W. Seal
Authorized Representative-(sign)	
Address	PO Box 758, Picayune, MS 39466
Phone Number	601-798-2981
Facsimile Number	601-798-3072
Email	jeb@hueystockstill.com

Notice to bidders:

Sealed Bids for IN PLACE HOT BITUMINOUS PAVEMENT will be received by the City of Gautier, Mississippi **until 12:00 p.m. LOCAL TIME on the 1st day of November 2024**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered and will be returned unopened.

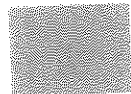
All bids shall be submitted in a sealed envelope addressed to the City Clerk of Gautier Mississippi. The Street address of the City Clerk is:

City Clerk
Gautier City Hall
3330 US-90
Gautier, Mississippi
39553

All bid envelopes shall be marked "SEALED BIDS FOR IN PLACE HOT MIX BITUMINOUS PAVEMENT TO BE OPENED AT 12:00 P.M. FRIDAY, NOVEMBER 1st, 2024" on the outside of the envelope.

When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall include a document representing the cover of the envelope containing the aforementioned criteria. Electronic bids shall be submitted to lreddix@gautier-ms.gov

Mallette
Bros



Specifications:

- Hot bituminous pavement shall conform to the latest edition of MDOT Standard Specifications for Road and Bridge Construction, Section 401 – Bituminous Pavement.
- Contractor will ensure that all transitions are completed so as to be level with existing road grades when completed. Only saw cutting or milling to a minimum of 1.5" will be allowed.
- Tickets from certified scales shall be issued for each load from plant. Scale tickets shall be signed by a representative of the City of Gautier as designated by Public Works.
- The City of Gautier shall place a representative to oversee the contractor's quality management program. The City of Gautier shall place a representative at each jobsite to receive load tickets.
- The contractor shall establish a quality management program to include job safety and traffic control procedures in accordance with the latest edition of the Manual of Uniform Traffic Control Devices. In addition, the contractor shall be responsible for material testing and quality control documentation of mix design and placement per MDOT Standard Specifications for Road and Bridge Construction Section 401 – Bituminous Pavement and Section 403 – Hot Mix Asphalt Pavement. Failure to provide adequate safety, traffic control and testing and documentation will be just cause for termination of this contract at the option of the City of Gautier. Any "re-work" that is determined to be the fault of the contract, shall be done at the contractor's expense. The rework determination shall be made by either the Director of Public Works or the City's Engineer.
- Materials quoted herein above shall meet the most current applicable portions of the latest edition of MDOT Standard Specifications for Road and Bridge Construction, Sections 401 and 403.
- Unless agreed upon in writing, Successful bidder shall begin work within 14 days of work authorization. Should the successful bidder fail to do so, the City shall be at liberty to purchase the ordered material from others and the successful bidder shall be liable to the City for any additional cost incurred by reason of the bidder's failure to supply within the time specified. Failure to provide the product(s) when requested shall also be grounds to terminate their contract at the option of the City of Gautier
- Bituminous materials as listed above shall conform to the latest edition of the MDOT Standard Specifications for Road and Bridge Construction, Section 702 - Bituminous Materials.
- Measurement: Refer to MDOT Standard Specifications for Road and Bridge Construction, Section 702.02 – Measurement and Section 702.03 – Heating of Bituminous Material.
- At the beginning of the contract period, Contractor shall submit a current design mix (no greater than 2 years old), based on the use of currently available materials/stockpiles.
- At the beginning of the contract period, Contractor shall submit reasonably recent certified truck weights/tares.

- For areas of work within reasonably close proximity (less than 1000' apart), the work to be performed shall be included in a single work order and measured for payment as such.
- Where required as part of the work order, milling will be performed regardless of the sub-grade material (such as asphalt overlaid on concrete, etc.)
- Contractor's stockyard or plant must be within fifteen (15) miles of the City of Gautier Public Works facility.

General

- The City of Gautier reserves the right to award each Section to separate contractors.
- This is an Annual Contract with five one-year extensions.
- The City of Gautier reserves the right to select an Alternate provider to initiate work in the event that the Primary provider is unable to complete work in a timely manner, or it is deemed advantageous by the City to do so.
- A price adjustment will be allowed based upon an industry-wide cost index of petroleum products for asphalt used in the performance or execution of this contract. The industry-wide index shall be established by the state highway department. The price adjustment shall be based on cost and shall not include any additional profit or overhead. The successful contractor shall give (30) days written notice of any price adjustment. The plant shall meet all certifications as required by the state highway department.
- Successful contractor must provide proof of insurance of at least \$1,000,000 of general liability insurance prior to entering contracts on construction, repair and maintenance jobs in excess of \$25,000.00.
- Successful contractor must show proof of the following Insurance Coverage:

General Liability	Each Occurrence	Aggregate
Bodily injury	\$300,000.00	\$300,000.00
Property damage	\$100,000.00	\$100,000.00

BID SHEET
In Place Hot Bituminous Pavement

Section A – Patchwork (1-20 Tons) - Asphalt (1-300 square yard milling)

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$ 0 /TON
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" to 3 ½" thick).	\$ 0 /TON
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$ 50 ⁰⁰ /SQ YD
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings.	\$ 50 ⁰⁰ /SQ YD

Section B – Small Paving Work (21 to 400 tons) - Asphalt (301 to 3000 square yards milling)

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$ 0 /TON
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	\$ 0 /TON
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$ 8 ⁰⁰ /SQ YD
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings	\$ 8 ⁰⁰ /SQ YD

Section C – Large Paving Work (401+ tons) – Asphalt (3001+ square yards milling)

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$ 0 /TON
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	\$ 0 /TON
X 3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$ 3 ⁷⁴ /SQ YD
X 4. Cold Milling, Depth greater than 2" – Contractor Retains Millings	\$ 3 ⁷⁴ /SQ YD

Section D– Hot Mix Asphalt Picked up at Contractor's Plant, loaded onto City trucks

DESCRIPTION	UNIT PRICE
1. Hot Mix Asphalt type SC-1	\$ 0 /TON

NOTE 1. Mobilization, traffic control, preparation, clean-up, and all other work associated with paving operations shall be included within UNIT PRICING.

NOTE 2. Contractor has 14 (fourteen) calendar days after receipt of work order to begin work.

NOTE 3. Leveling shall be part of Paving Work and will be based on the appropriate unit price.

NOTE 4. The City of Gautier reserves the right to award each Section to separate contractors.

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gautier to remove our company from the bid list.

CONTRACTOR INFORMATION

Company/Firm Name	Mallette Brothers Const. Co.
Authorized Representative-(print)	Glynn Arlin Mallette II
Authorized Representative-(sign)	<i>GL Mallette II</i>
Address	3708 Hwy 90 Gautier, MS 39553
Phone Number	(228) 497-2523/(228) 219-0882
Facsimile Number	NONE
Email	reception@mallettebrothers.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance 760 Howard Ave., 2nd Floor Biloxi MS 39530-3820	CONTACT NAME: Adam Fox PHONE (A/C, No, Ext): 228-219-2054 FAX (A/C, No): 228-604-8090 E-MAIL: adam.fox@cadenceinsurance.com ADDRESS: adam.fox@cadenceinsurance.com
INSURED Mallette Brothers Construction Co Inc 3708 Hwy 90 Gautier MS 39553	INSURER(S) AFFORDING COVERAGE INSURER A: State Automobile Mutual Insurance Co INSURER B: Kinsale Insurance Company INSURER C: Ascot Insurance Company INSURER D: INSURER E: INSURER F:
License#: PC-1092395 MALLBRO-03	NAIC # 25135 38920

COVERAGES**CERTIFICATE NUMBER:** 39814716**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		01003099290	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		10152193CA	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A		WC2242001160	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Gautier
P.O. Box 670
Gautier MS 39553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Councilman Colledge made the motion to approve the Special Exception, as presented, that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District, located at 5900 Brown Road, Gautier, MS, (GPC 24-50-SE) (PID#82429350.000). Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 717-2024 CITY

**OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 24-50-SE
5900 BROWN ROAD – SPECIAL EXCEPTION THAT WOULD ALLOW
AN ACCESSORY STRUCTURE TO BE LOCATED ON A LOT
WITHOUT A PRIMARY STRUCTURE IN AN
AG AGRICULTURAL ZONING DISTRICT
REGARDING PARCEL ID NO: 82429350.000**

WHEREAS, an application for a Special Exception Permit that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District was submitted by Matthew and Hollie Ruffin; and

WHEREAS, the City Council hereby finds that the proposed use, that would allow an accessory structure to be located on a lot without a primary structure, requires a Special Exception in an AG Agricultural Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 3900 Brown Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its November 11, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the Special Exception, with the stipulation that the applicants build a primary structure within the next two (2) years; and

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation, including the stipulation, of the Planning Commission and approves the application submitted by Matthew and Hollie Ruffin on September 20, 2024 for a Special Exception Permit.

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

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

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

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

NAYS: **None**

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/12/2024
Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District. 5900 Brown Road, (GPC #24-50-SE)

REQUEST:

The Planning Department has received a request from Matthew and Hollie Ruffin for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District at 5900 Brown Road, PID #82429350.000. (GPC #24-50-SE). The application fee of \$250 was paid on September 20, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.
Location: 5900 Brown Road, PID #82429350.000 (See Exhibit A)
General features of the proposed project: Lot Size: approximately 3 acres
Potable Water and Wastewater Services: Available at current location
Current Zoning (See Exhibit B): AG Agricultural
Current Surrounding Zoning (See Exhibit B): AG Agricultural
Current Surrounding Existing Land Use (See Exhibit C): Very low to low density residential, Vacant
Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: *Because there is no power on the property, we cannot charge tools, work after dark, or put up a security system to keep our belongings safe. We currently live on the river in Harrison Co. (Tchoutacabouffa) and would like to leave some items here in case of flooding at our house.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *We want to continue to improve the land and clean up the property to make it more aesthetically pleasing to the neighborhood. We need proper lighting to help us complete our property. We also need temporary power to complete projects inside the accessory structure.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *We purchased the property "as is" with intent to remove debris and unwanted materials in order to build in the future. Since we do not dwell at this location (5900 Brown Road) we would like our things to stay safe and protected while we are not there. A power pole and temporary power will help us achieve our goals.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are

necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception provided the applicant builds a primary structure within two years.

The City Council may:

- Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 11.7.24 (#24-50-SE)
2. Complete Packet 24-50-SE

Excerpt from November 7, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District at 5900 Brown Road, PID #82429350.000 (GPC #24-50-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded Commissioners that they had heard a request for this property in the past. He noted that the applicant of this request was very specific about what they wanted to use the property for and why they need power. This is an existing accessory structure, and they are asking to have power connected to it. In order for them to get power to the structure, Council has to allow the accessory structure to be on the parcel without a primary structure.

REQUEST:

The Planning Department has received a request from Matthew and Hollie Ruffin for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District at 5900 Brown Road, PID #82429350.000. (GPC #24-50-SE). The application fee of \$250 was paid on September 20, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: 5900 Brown Road, PID #82429350.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 3 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): AG Agricultural
5. Current Surrounding Zoning (See Exhibit B): AG Agricultural
6. Current Surrounding Existing Land Use (See Exhibit C): Very low to low density residential, Vacant
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential

DISCUSSION:

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

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

Applicant Response: *Because there is no power on the property, we cannot charge tools, work after dark, or put up a security system to keep our belongings safe. We currently live on the river in Harrison Co. (Tchoutacabouffa) and would like to leave some items here in case of flooding at our house.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *We want to continue to improve the land and clean up the property to make it more aesthetically pleasing to the neighborhood. We need proper lighting to help us complete our property. We also need temporary power to complete projects inside the accessory structure.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *We purchased the property "as is" with intent to remove debris and unwanted materials in order to build in the future. Since we do not dwell at this location (5900 Brown Road) we would like our things to stay safe and protected while we are not there. A power pole and temporary power will help us achieve our goals.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present his case.

Matt Ruffin, the applicant, said they currently live 21' off the ground on the Tchoutacabouffa Bluff. They bought the property where they live about two years ago with the plan for it to be their forever home. Every time it rains it floods, so they have a mini storage unit with all of their stuff in it. They started looking several months ago for property and found this property. They intend to build a house on the property within 2 years. The property has an existing structure that consists of a three-car garage with a loft above it. The people they bought it from were actually trying to live there, but this is not their plan. They would like to put their things there while they work on the property. They have pretty much gutted the bottom, and he had an electrician come in and clean everything up so it would be to code. They want power to protect their things that would be stored there. They intend to have a security light out in front and security cameras.

Commissioner Ward asked if there was any intention for the existing accessory building to ever be a dwelling.

Mr. Ruffin said absolutely not. He said they do have water, sewer, and trash at the location, but they do not intend to live there.

Commissioner Ward asked if there was enough property for a new house and the accessory structure regarding UDO requirements.

Mr. Ankerson said there was.

Commissioner Davis noted that this situation was entirely different from the previous request they heard.

Commissioner Hudson asked Mr. Ruffin if he had any intention of putting an RV on the property for any reason.

Mr. Ruffin said he had no intention of doing that.

Commissioner Davis asked since a Special Exception ran with the owner what would happen if the property was sold.

Mr. Ankerson stated that if Mr. Ruffin sold the property, and the new owner wanted to do the same thing Mr. Ruffin is wanting to do, the new owner would have to come back before the Planning Commission and City Council and ask for a new Special Exception. He also explained that the City does not have the authority to make the power company turn the power off. If the City can prove to the power company that the property has become dilapidated to the extent it is a safety hazard, they will turn the power off. Other than that, once the power is on there is nothing else the City can do to have it turned off. He also advised that Code Enforcement could handle any situation regarding anyone staying in an RV on the property because of the Ordinance. He said the biggest problem you would probably have in a situation like this would be open storage on the property, which Code Enforcement could also handle through the court system.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the Special Exception provided the applicant builds a primary structure within two years.

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

AYES: **Kay C. Jamison**
 Josh Ward
 Maurice Hudson
 Chris Hoover
 William Davis
 Ricky Decoteau

ABSENT: **DeAnna McManus**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

November 7, 2024

GPC #24-50-SE

Matthew & Hollie Ruffin

5900 Brown Road

VII. NEW BUSINESS

1. Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District. 5900 Brown Road, (GPC #24-50-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 23, 2024

Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District, 5900 Brown Road. (GPC #24-50-SE)

REQUEST:

The Planning Department has received a request from Matthew and Hollie Ruffin for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in an AG Agricultural Zoning District at 5900 Brown Road, PID #82429350.000. (GPC #24-50-SE). The application fee of \$250 was paid on September 20, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned AG Agricultural.

1. Location: 5900 Brown Road, PID #82429350.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 3 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): AG Agricultural
5. Current Surrounding Zoning (See Exhibit B): AG Agricultural
6. Current Surrounding Existing Land Use (See Exhibit C): Very low to low density residential, Vacant
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential

DISCUSSION:

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

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

Applicant Response: *Because there is no power on the property, we cannot charge tools, work after dark, or put up a security system to keep our belongings safe. We currently live on the river in Harrison Co. (Tchoutacabouffa) and would like to leave some items here in case of flooding at our house.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *We want to continue to improve the land and clean up the property to make it more aesthetically pleasing to the neighborhood. We need proper lighting to help us complete our property. We also need temporary power to complete projects inside the accessory structure.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *We purchased the property "as is" with intent to remove debris and unwanted materials in order to build in the future. Since we do not dwell at this location (5900 Brown Road) we would like our things to stay safe and protected while we are not there. A power pole and temporary power will help us achieve our goals.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property,

a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

24-50-SE

TYPE OF REQUEST:

Special Exception ☒

FEE:

\$251.00

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

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

Name of Applicant: Matthew Ruffin / Hollie Ruffin

Name of Business: _____

Address: 5900 Brown Rd.

Mailing Address (if different): 12441 Old Cypress Creek Cove

Email Address: matt@bellsouth.net matt@chemtreat.com

Phone: 228 297-3656 Cell Phone: same

Reason for request, location and intended use of Property: Initially store items in 3 car garage and security system. Will eventually build a home (accessory structure w/ primary structure)

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Matthew Ruffin

FOR OFFICE USE ONLY

Date Received 9/20/24 Verify as Complete Bals

Fee Amount Received 251.00

Initials of Employee Receiving Application Bals

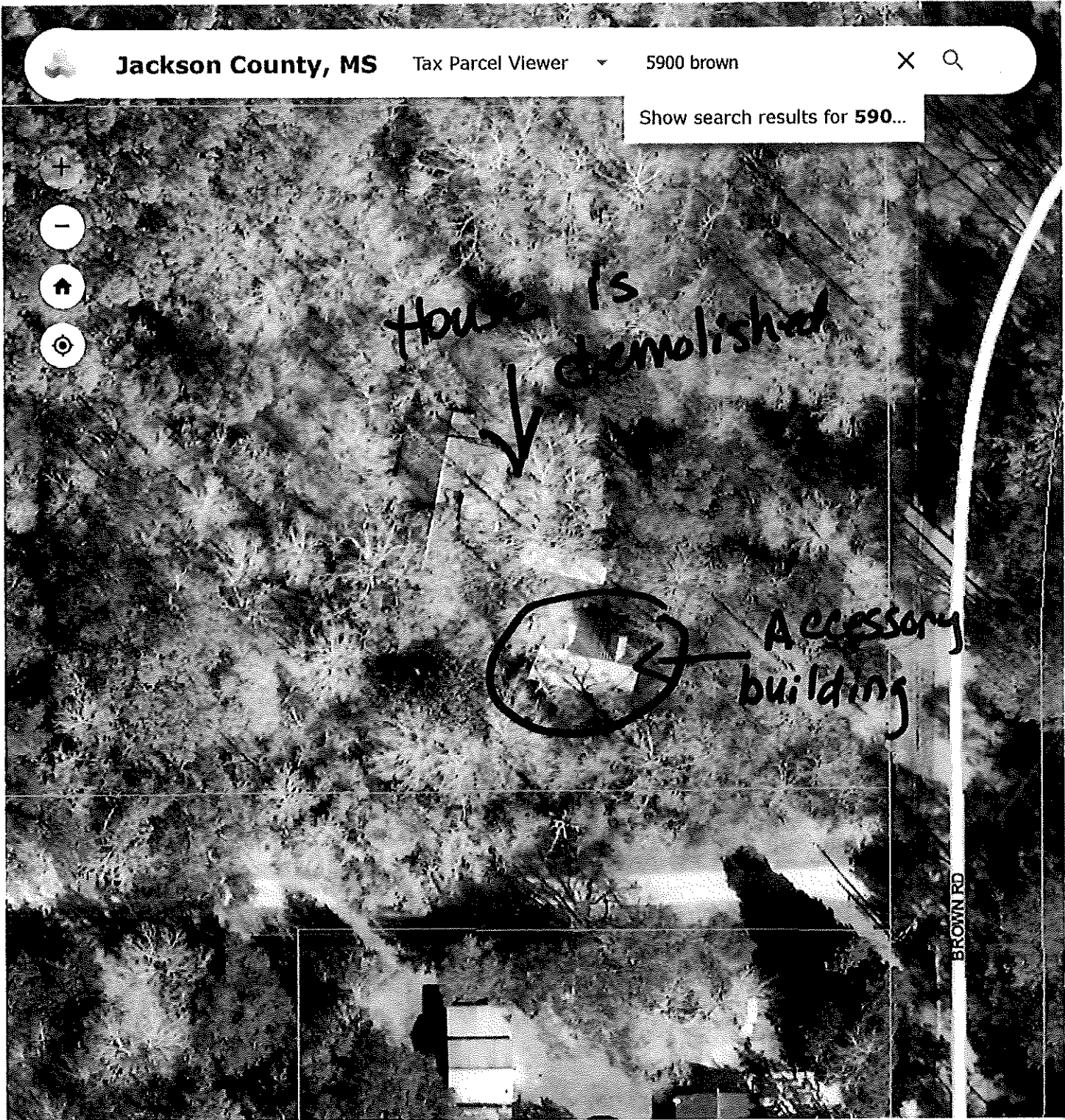
AG

SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

- A. Because there is no power on the property, we cannot charge tools, work after dark, or put up a security system to keep our belongings safe. We currently live on the river in Harrison Co. (Tchoutacabouffa) and would like to leave some items here in case of flooding at our house.
- B. We want to continue to ~~continue~~ to improve the land and clean up the property to make it more aesthetically pleasing to the neighborhood. We need proper lighting to help us complete our property. We also need temporary power to complete projects inside the accessory structure.
- C. We purchased the property "as is" with intent to remove debris and unwanted materials in order to build in the future. Since we do not dwell at this location (5900 Brawke) we would like our things to stay safe and protected while we are not there. A power pole and temporary power will help



1,023,796.505 332,061.905 Feet

60ft



A. Settlement Statement (HUD-1)

B. Type of Loan

1. ☐ FHA	2. ☐ RHS	3. ☐ Conv. Unins.	6. File Number: 24-19879S	7. Loan Number:	8. Mortgage Insurance Case Number:
4. ☐ VA	5. ☐ Conv. Ins.	☐ Other			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: Matthew Steven Ruffin, 12441 Old Cypress Creek Cove, D'Iberville, MS 39540
Hollie Henley Ruffin, 12441 Old Cypress Creek Cove, D'Iberville, MS 39540

E. Name & Address of Seller: Steven L. Brown, 11310 Hazel Bounds Road, Vancleave, MS 39565
Crystal Viera, 11310 Hazel Bounds Road, Vancleave, MS 39565

F. Name & Address of Lender:

G. Property Location: 5900 Brown Rd. Ocean Springs, Mississippi 39564
82429350.000

H. Settlement Agent: Signature Title of Mississippi, LLC d/b/a Delta Title & Escrow Company, 1000 North Halstead Road, Suite B, Ocean Springs, MS 39564, (228) 875-2307

Place of Settlement: 1000 North Halstead Road, Suite B, Ocean Springs, MS 39564

I. Settlement Date: 8/23/2024 Proration Date: 8/23/2024 Disbursement Date: 8/23/2024

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$150,000.00	401. Contract sales price	\$150,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,465.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$151,465.00	420. Gross Amount Due to Seller	\$150,000.00
200. Amounts Paid by or In Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$9,000.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2024 to 8/23/2024	\$873.51	511. County taxes 1/1/2024 to 8/23/2024	\$873.51
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$1,373.51	520. Total Reduction Amount Due Seller	\$9,873.51
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	\$151,465.00	601. Gross amount due to seller (line 420)	\$150,000.00
302. Less amounts paid by/for borrower (line 220)	(\$1,373.51)	602. Less reductions in amount due seller (line 520)	(\$9,873.51)
303. Cash at Settlement From Borrower	\$150,091.49	603. Cash at Settlement From Seller	\$140,126.49

82429350.000 BROWN STEVEN L

PIDN: 82429350.000

GISP: 779.29-00-0044.00

Owner Information

Percent of Ownership: 100

Name: BROWN STEVEN L

Name 2: VIERA CRYSTAL

Mailing Address: 11310 HAZEL BOUNDS RD

GAUTIER MS

39553

Site Address: 5900 BROWN RD GAUTIER

Land Information

Section: 29

Acreage: 3

Township: 7

Range: 7

Street Name BROWN
RD

Value and Tax Information

Total Assessed Value: 8940

Total Appraised Value: 59596

Improvement Value: 30626

Land Value: 28970

Tax Amount: 1346

SQ FT: 1226

Year Built: 1970

Legal Description

Description: COM NE COR NE1/4 NW1/4 S 330' TO

POB W 544' S 240' E 544' N 240'

TO POB SEC 29-7-7 DB 936-109 (4

4 Map779.29)

Deed Book / Page: 2160 / 748

82429350.000 BROWN STEVEN L



0 100 200 400 Feet

Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

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

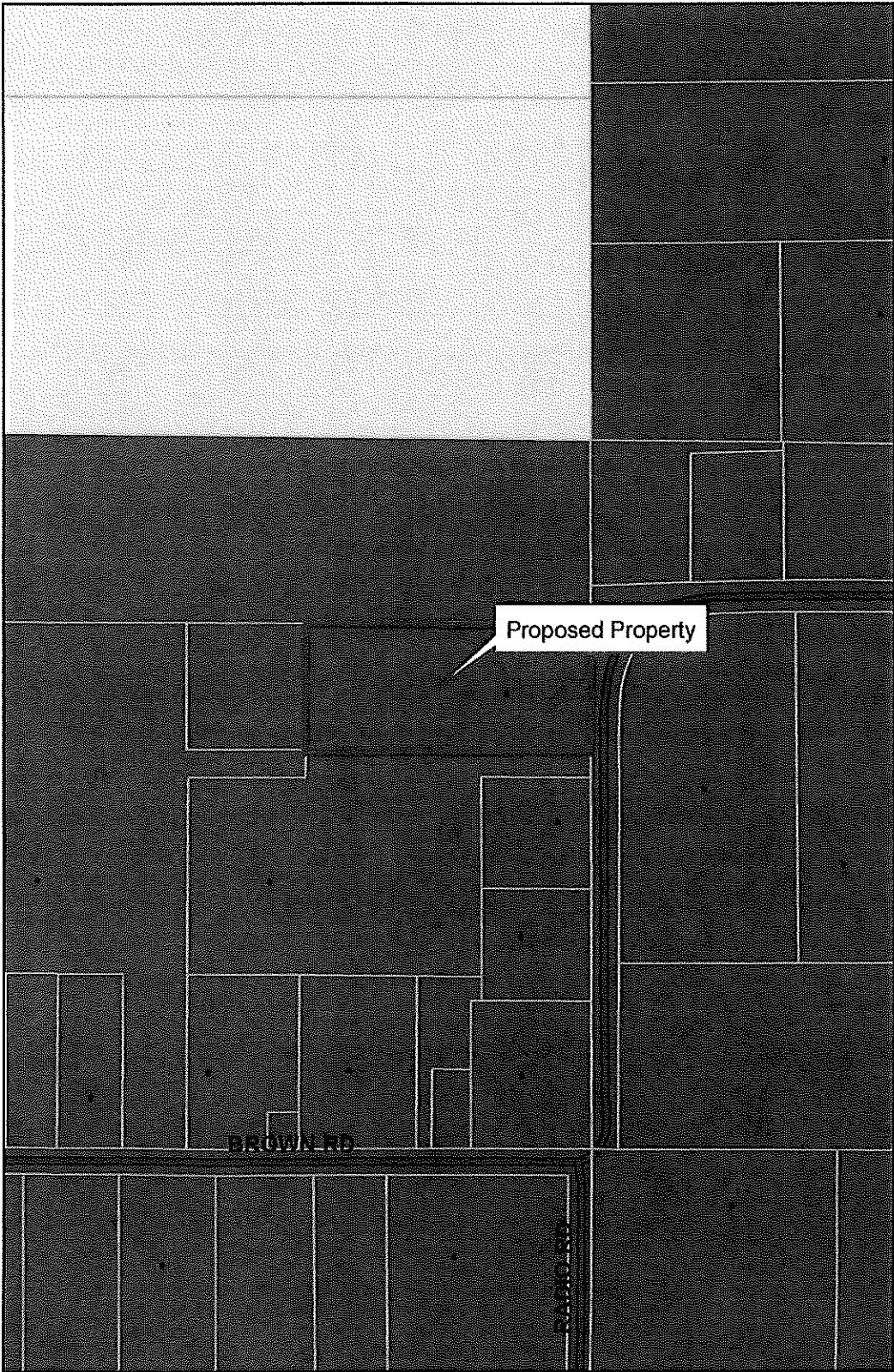


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

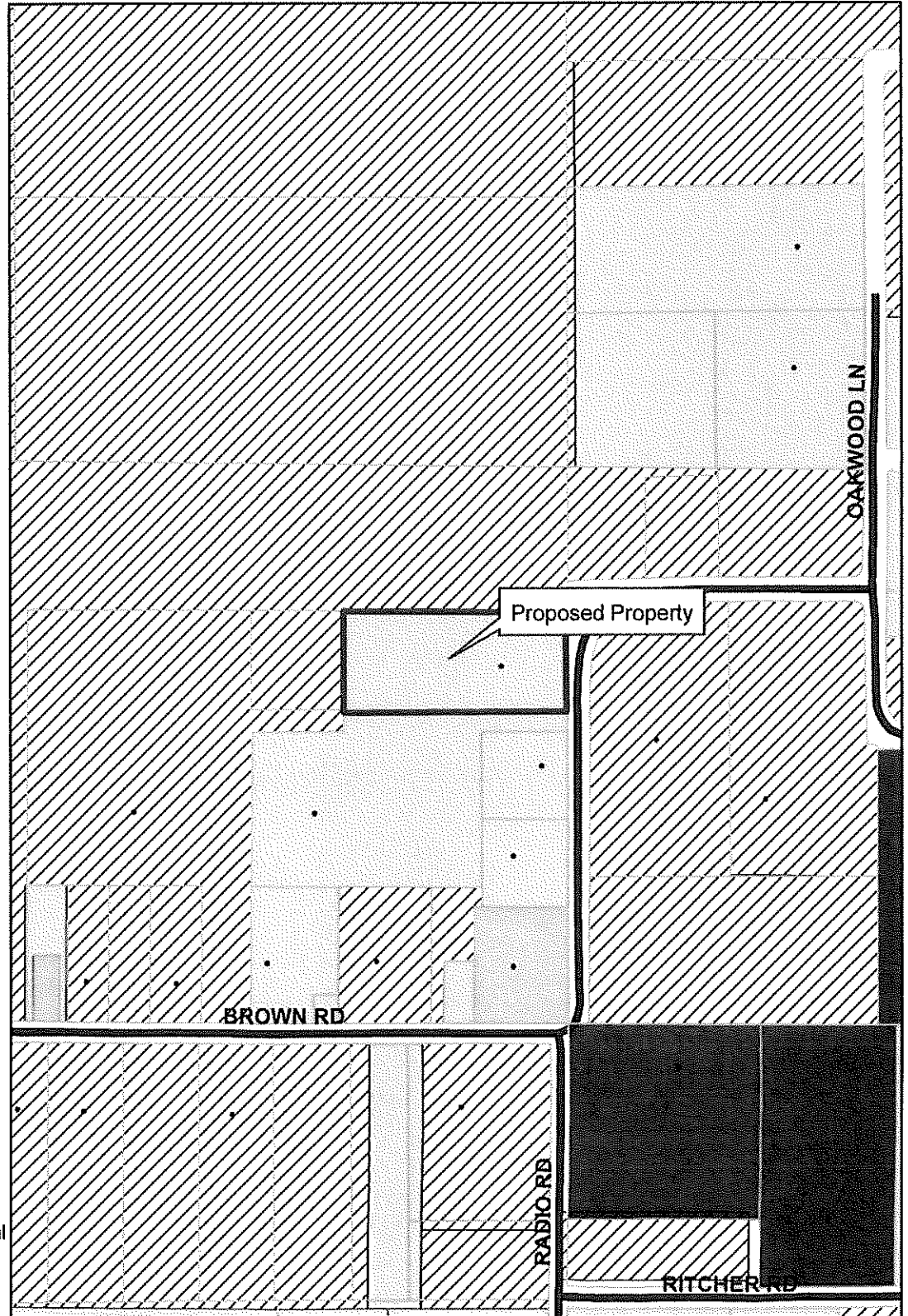


Exhibit D

Future Land-Use

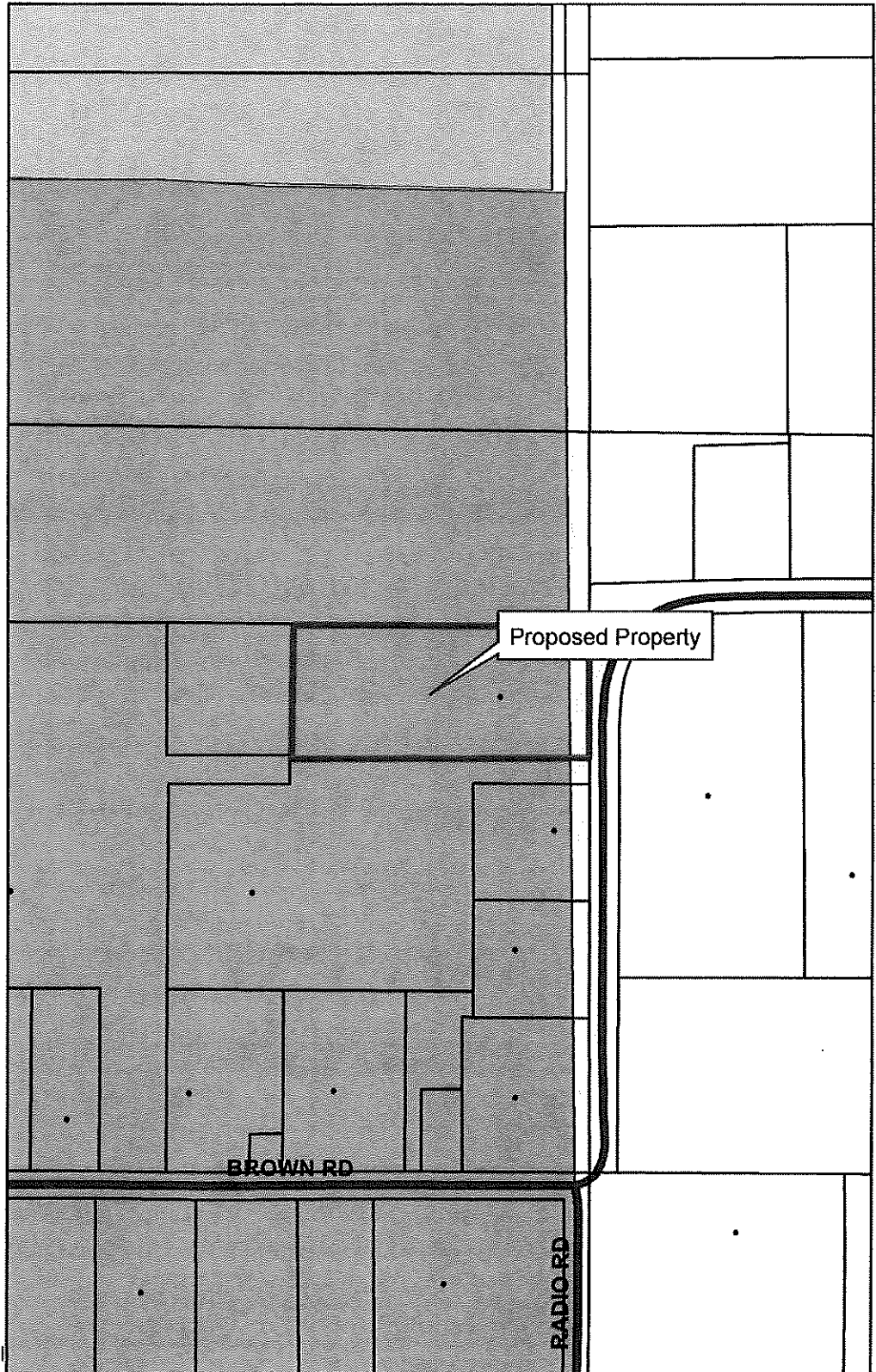
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman Jackson made the motion to approve the Special Exception, as presented, that would allow a tattoo shop in a C-2 Community Commercial Zoning District, located at 3204 Ladnier Road, Gautier, MS, (PID #s 82436075.050 and 82436075.052) (GPC #24-51-SE). Councilman Colledge seconded the motion. The vote was carried unanimously.

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

**ORDER NUMBER 718-2024 CITY
OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 24-51-SE
3204 LADNIER ROAD – SPECIAL EXCEPTION THAT WOULD ALLOW
A TATTOO SHOP IN A
C-2 COMMUNITY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NOS: 82482436075.050 & 82436075.052**

WHEREAS, an application for a Special Exception Permit that would allow a tattoo shop to be located in a C-2 Community Commercial Zoning District was submitted by Shannon Tresevant; and

WHEREAS, the City Council hereby finds that the proposed use, that would allow a tattoo shop, requires a Special Exception in a C-2 Community Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 3204 Ladnier Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its November 7, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the Special Exception; and

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation from the Planning Commission and approves the application submitted by Shannon Tresevant on September 26, 2024 for a Special Exception Permit.

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

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

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

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

NAYS; **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 11/12/2024
Subject: Consider a request for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District. 3204 Ladnier Road, Suite 4, (GPC #24-51-SE)

REQUEST:

The Planning Department has received a request from Shannon Tresevant for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District at 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052. (GPC #24-51-SE). The application fee of \$250 was paid on September 26, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.
Location: 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052 (See Exhibit A)
General features of the proposed project: Lot Size: approximately 0.6 acres
Existing shopping center
Potable Water and Wastewater Services: Available at current location
Current Zoning (See Exhibit B): C-2 Community Commercial
Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial
Current Surrounding Existing Land Use (See Exhibit C): Restaurant to the North, Self-storage mini warehouses to the South, Vacant to the east and west.
Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: *The people of Gautier will have to go outside the city to get tattoos and supplies.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *It will not be of any harm to the community or any neighboring businesses. If anything, it brings business and money to the area.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *This business is just moving to the area and therefore, the exceptions are not results of this business.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception given the information provided to them.

The City Council Commission may:

Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 11.7.24 (#24-51-SE)
2. Complete Packet 24-51-SE

Excerpt from November 7, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District at 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052, (GPC #24-51-SE)

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

REQUEST:

The Planning Department has received a request from Shannon Tresevant for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District at 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052. (GPC #24-51-SE). The application fee of \$250 was paid on September 26, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 0.6 acres
Existing shopping center
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial
6. Current Surrounding Existing Land Use (See Exhibit C): Restaurant to the North, Self-storage mini warehouses to the South, Vacant to the east and west.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial

DISCUSSION:

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

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

Applicant Response: *The people of Gautier will have to go outside the city to get tattoos and supplies.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *It will not be of any harm to the community or any neighboring businesses. If anything, it brings business and money to the area.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *This business is just moving to the area and therefore, the exceptions are not results of this business.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council,

pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present his case.

Shannon Tresevant, the applicant, said he wanted to open a tattoo shop at 3204 Ladnier, Suite 4, and that he already used the building for a supply store but would like to start doing tattoos at that location. He said he is already licensed to do tattoos but is currently doing them at another location.

Chairman Jamison asked if Ladnier Road was considered heavy commercial.

Mr. Ankerson explained that the Comprehensive Plan called for the Future Land Use of the area to be heavy commercial, but it is currently C-2 Community Commercial which is between C-3 Highway Commercial and C-1 Neighborhood Commercial. C-1 is the least dense commercial area because it is usually right next to residential districts. He noted that there is a tattoo parlor in Baywood Commons that was approved by Council which is also a C-2.

Mr. Tresevant explained that he expected more business with the supply store because he was the only supply store in the area. Buying supplies from overseas is so hard and he wasn't meeting the demand. Tattooing for his own company and selling the supplies would balance everything out rather than him tattooing for someone else. He said there would be three other artists.

Chairman Jamison said she didn't see a problem with parking and asked him what his hours of operation would be.

Mr. Tresevant said it would probably be from 11:00 a.m. until 11:00 p.m.

Commissioner Hudson asked if his business began to pick up and if he became a neighborhood icon would he allow young kids to hang out. He also asked if there was an age limit for getting tattoos.

Mr. Tresevant said no, he didn't let people hang out period because it was a place of business. He said in the state of Mississippi the legal age for tattoos is 18.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend that City Council approve the Special Exception given the information provided to them.

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

AYES: **Kay C. Jamison**
 Josh Ward
 Maurice Hudson
 Chris Hoover
 William Davis
 Ricky Decoteau

ABSENT: **DeAnna McManus**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

November 7, 2024

GPC #24-51-SE

Shannon Tresevant

3204 Ladnier Road, Suite 4

VII. NEW BUSINESS

2. Consider a request for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District. 3204 Ladnier Road, Suite 4, (GPC #24-51-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 24, 2024

Subject: Consider a request for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District, 3204 Ladnier Road, Suite 4. (GPC #24-51-SE)

REQUEST:

The Planning Department has received a request from Shannon Tresevant for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District at 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052. (GPC #24-51-SE). The application fee of \$250 was paid on September 26, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 0.6 acres
Existing shopping center
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial
6. Current Surrounding Existing Land Use (See Exhibit C): Restaurant to the North, Self-storage mini warehouses to the South, Vacant to the east and west.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial

DISCUSSION:

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

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

Applicant Response: *The people of Gautier will have to go outside the city to get tattoos and supplies.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *It will not be of any harm to the community or any neighboring businesses. If anything, it brings business and money to the area.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *This business is just moving to the area and therefore, the exceptions are not results of this business.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

DISCUSSION:

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

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

Applicant Response: *The people of Gautier will have to go outside the city to get tattoos and supplies.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *It will not be of any harm to the community or any neighboring businesses. If anything, it brings business and money to the area.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *This business is just moving to the area and therefore, the exceptions are not results of this business.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

24-51-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant: SHANNON TRESEVANT

Name of Business: SPITTING INK KREATIONS LLC

Address: Suite 4
3204 Cednier Rd GAUTIER MS

Mailing Address (if different): _____

Email Address: SPITTINGINKLLC@gmail.com

Phone: 228 205 2474 Cell Phone: 228 227 6564

Reason for request, location and intended use of Property: TATTOO SHOP

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: _____

FOR OFFICE USE ONLY

Date Received 9/26/24 Verify as Complete Bals

Fee Amount Received 251.00

Initials of Employee Receiving Application Bals

C2

Date of Application: 09/25/24

I, C. Samantha Tz/101, the fee simple owner of the following described property (give legal description): 3204 Ladnier Rd

A group of (retail) stores and services that are built together occupying one building to serve community.

hereby petition to the City of Gautier to Grant a Special Exception of

SPIT IN INK and affirm that Shannon Tresevant

is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application, attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

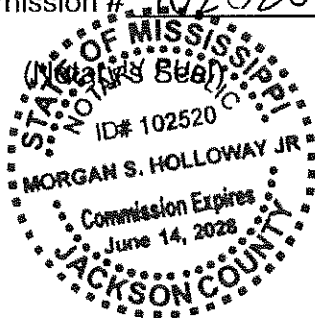
C. Samantha Tz/101
(Owner's Signature)

The foregoing instrument was acknowledged before me this 25th day of September, 2024 by Morgan S. Holloway Jr., who is personally known to me or has produced MSDL as identification and who did take an oath.

Morgan S. Holloway Jr.
(Printed Name of Notary Public)

Morgan S. Holloway Jr.
(Signature of Notary Public)

Commission # 102520. My commission expires 6-14-28.



SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant? *The people of Gautier will have to go outside the city to get tattoos and supplies.*
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare? *it will not be of any harm to the community or neighboring businesses*
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant? *This business is just moving to the area and therefore, the exceptions are not results of this business. If anything, it brings business and money to the area.*

6075.050 THE ETTA YOUNG SAXTON REVOCABLE TRUST AGREEMENT

PIDN: 82436075.050

GISP: 777.36-03-0004.00

Owner Information

Percent of Ownership: 100

Name: THE ETTA YOUNG SAXTON REVOCABLE TRUST AGREEMENT

Name 2:

Mailing Address: 3204 LADNIER RD STE 1

GAUTIER MS

39553

Site Address: 3204 LADNIER RD GAUTIER

Land Information

Section: 36

Acreage: 0.3

Township: 7

Range: 7

Street Name LADNIER
RD

Value and Tax Information

Total Assessed Value: 23629

Total Appraised Value: 157528

Improvement Value: 142908

Land Value: 14620

Tax Amount: 3333

SQ FT: 4600

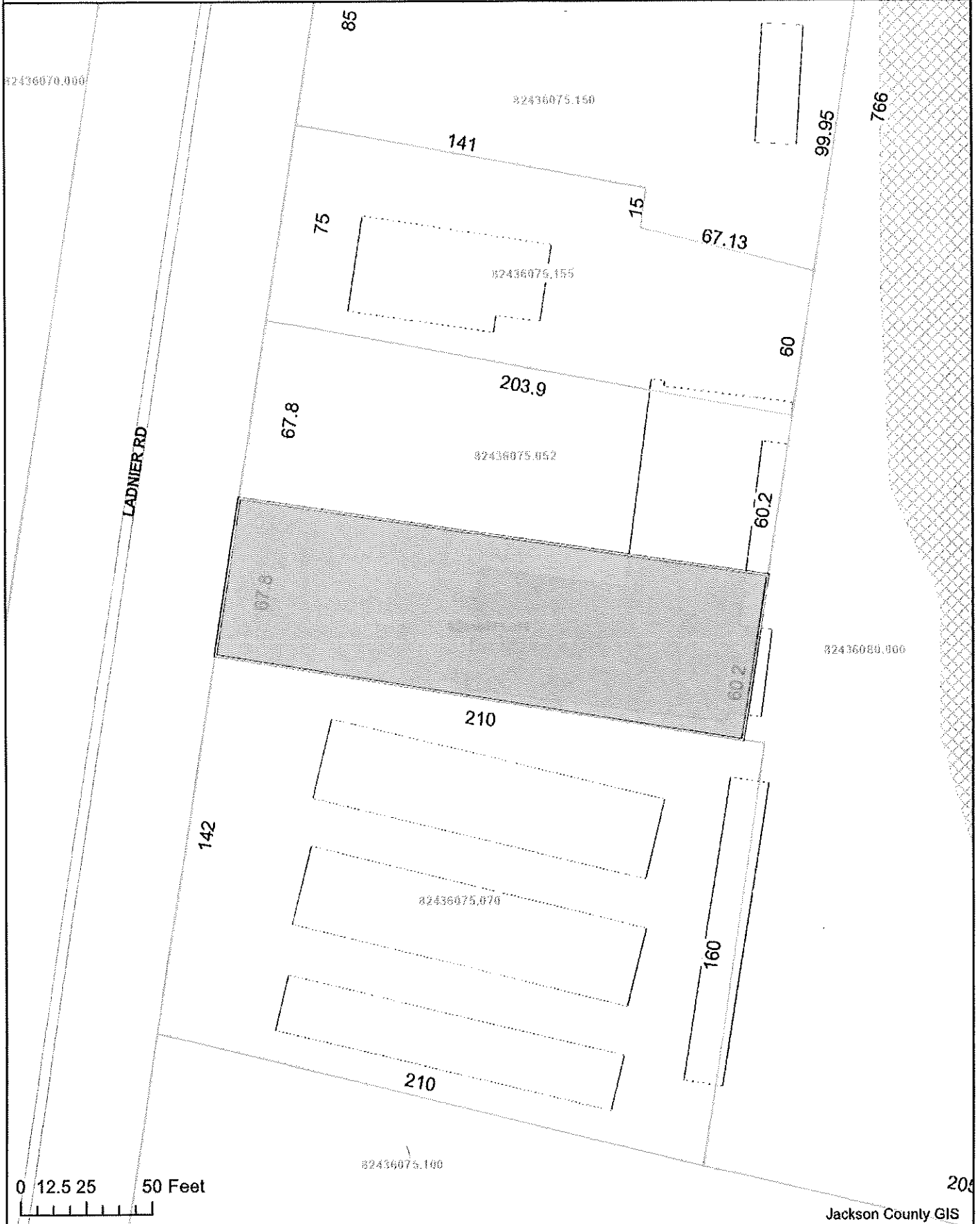
Year Built: 1974

Legal Description

Description: COM SWC SEC 36 N 73DEG E 551' TO
NE INTERS L&N RR & LADNIER RD N
8 DEG E 562' S 81 DEG E 43' TO
POB N 8 DEG E ALG E/M RD 67.83'
E 204' S 7 DEG W 60.25' N 81 DEG
W 205.13' TO POB DB 932-30 THRU
35 DB 2007-528 DB 2139-531 DB 2
139-534 (4 MAP777.36-03)

Deed Book / Page: 2139 / 534

6075.050 THE ETTA YOUNG SAXTON REVOCABLE TRUST AGREEMENT



82436075.052 TAYLOR BOBBIE J

PIDN: 82436075.052

GISP: 777.36-03-0005.00

Owner Information

Percent of Ownership: 100

Name: TAYLOR BOBBIE J

Name 2:

Mailing Address: 3108 NEPTUNE DR

GAUTIER MS

39553

Site Address: 3204 LADNIER RD GAUTIER

Land Information

Section: 36

Acreage: 0.3

Township: 7

Range: 7

Street Name LADNIER
RD

Value and Tax Information

Total Assessed Value: 16764

Total Appraised Value: 111762

Improvement Value: 97142

Land Value: 14620

Tax Amount: 2364

SQ FT: 2400

Year Built: 1974

Legal Description

Description: COM SW COR SEC 36 N 73 DEG E 551
TO NE INTERS L&N RR & LADNIER R
D N 8 DEG E 562' S 81 DEG E 43'
N 8 DEG E ALG E/M RD 67.83' TO P
OB N 8 DEG E ALG E/M RD 67.83' S
77 DEG E 203.93' S 7 DEG W 60.2
5' W 204' M/L TO POB DB 932-30 T
HRU 35 DB 1065-205 (5 Map777.36-
03)

Deed Book / Page: 932 / 30

82436070.000

82436075.089

82436075.150

82436075.155

82436075.052

82436075.050

82436075.070

82436080.000

82436075.100

LADNIER RD

85

141

75

15

67.13

99.95

766

60

203.9

67.8

60.2

67.8

60.2

210

142

160

210

0 12.5 25 50 Feet

Jackson County GIS

Exhibit A

Location Map

Prepared by:

City of Gautier
Planning Department

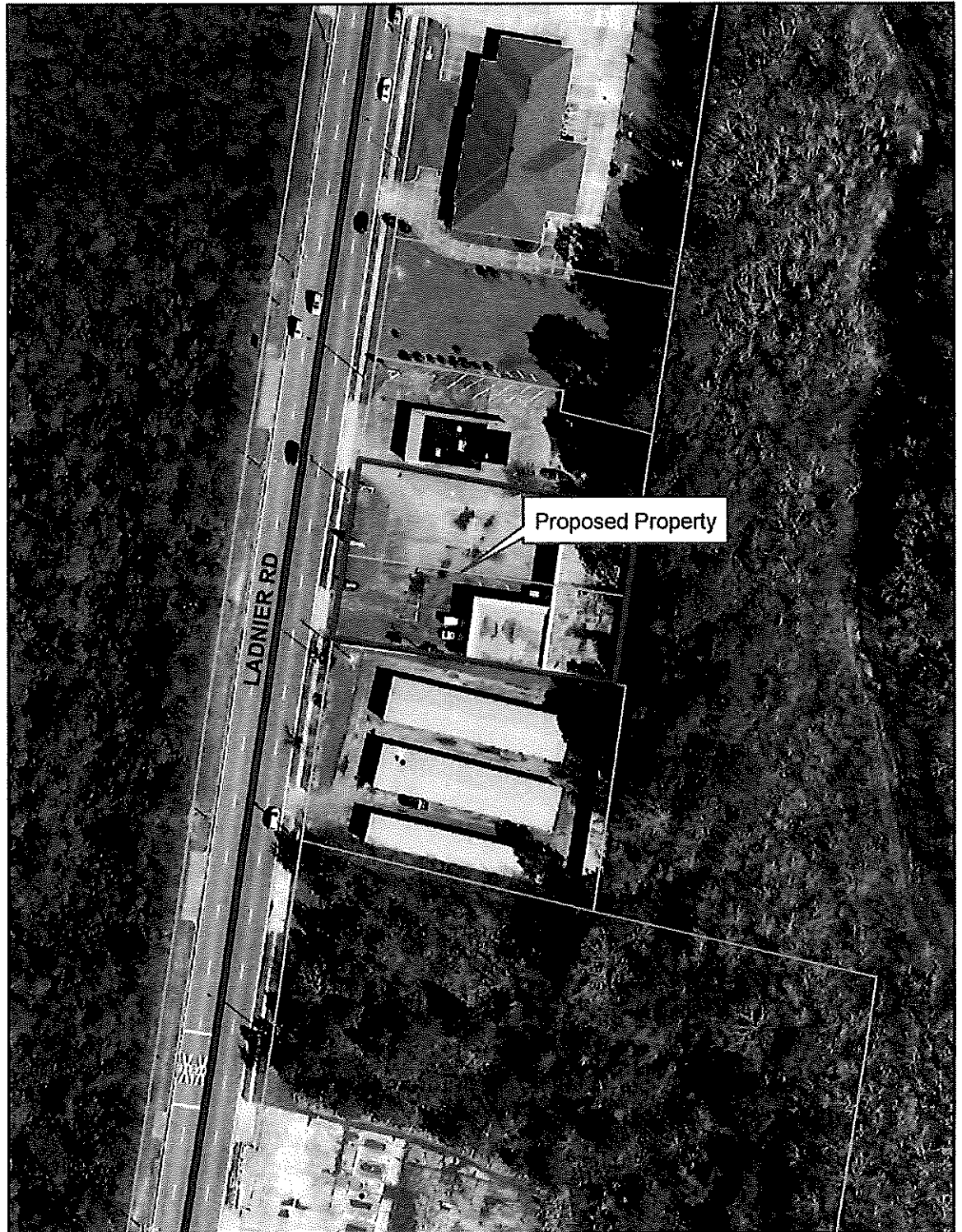


Exhibit B

Existing Zoning

Prepared by:

City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

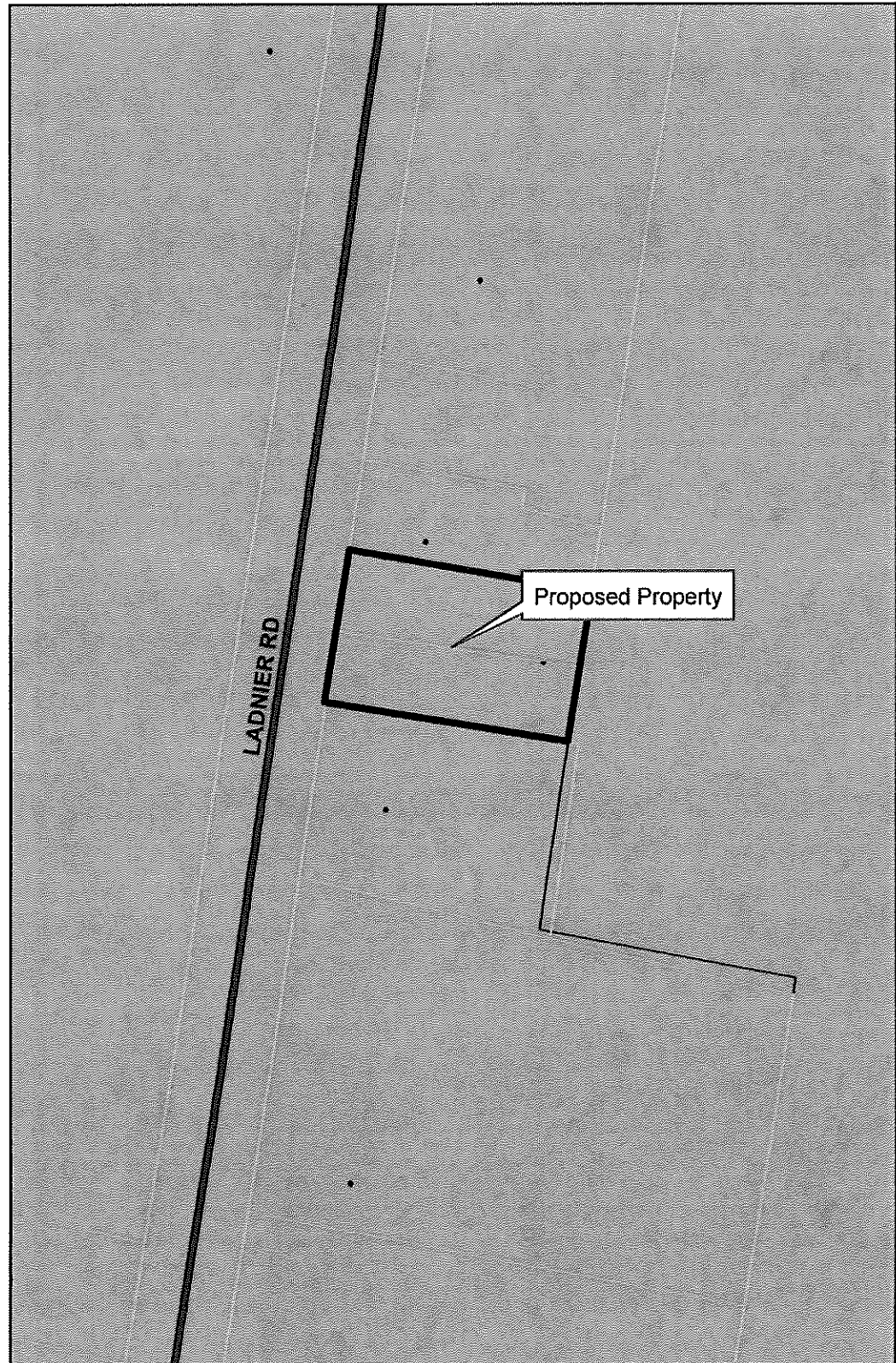


Exhibit C

Existing Land-Use



Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

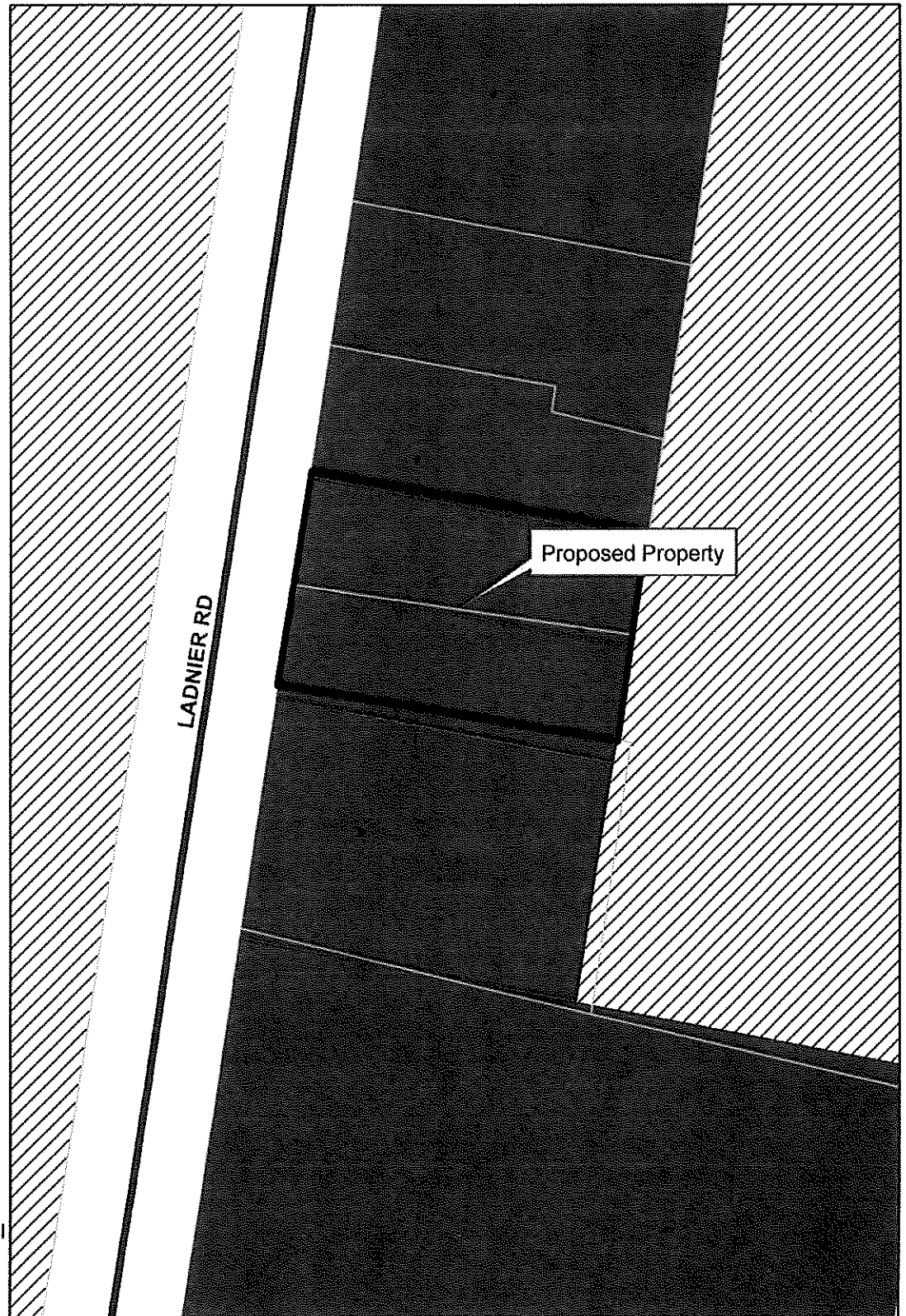


Exhibit D

Future Land-Use

Prepared By:

City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class



Civic



high impact commercial



Conservation



High Density Residential



Industrial



Low Density Residential



Medium Density Residential



Mobile Home Residential



low impact Commercial



Recreational



recreational commercial



Regional Scale Commercial



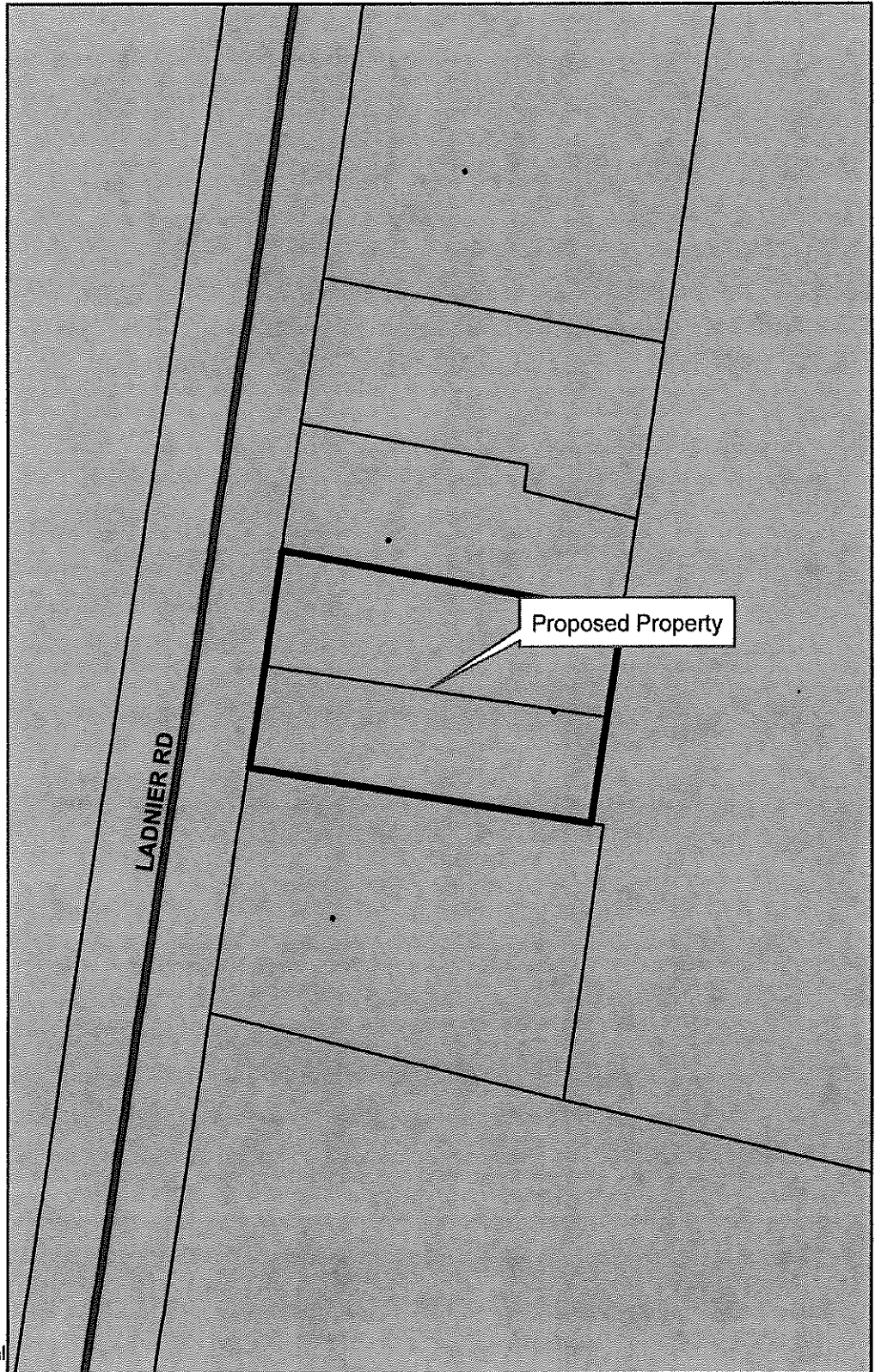
mixed use residential



Town Center



Very Low Density Residential



CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: October 24, 2024

Subject: Consider a request for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District, 3204 Ladnier Road, Suite 4. (GPC #24-51-SE)

REQUEST:

The Planning Department has received a request from Shannon Tresevant for a Special Exception that would allow a tattoo shop in a C-2 Community Commercial Zoning District at 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052. (GPC #24-51-SE). The application fee of \$250 was paid on September 26, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3204 Ladnier Road, Suite 4, PID #82436075.050 & #82436075.052 (See Exhibit A)
2. General features of the proposed project:
 Lot Size: approximately 0.6 acres
 Existing shopping center
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): C-2 Community Commercial
5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial
6. Current Surrounding Existing Land Use (See Exhibit C): Restaurant to the North, Self-storage mini warehouses to the South, Vacant to the east and west.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): High Impact Commercial

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

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

ORDER NUMBER 719-2024

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

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

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

Fund	Name of Claimant	Trans #	Description	Release Date	Claim Date	Invoice #	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC Account Number 001-060-602	250298	NOV 2024 RETAINER	11/19/2024	11/05/2024	137	P.O. 11/01/2024	11,250.00 Amount	11,250.00
001	STATE TREASURER Account Number 001-000-300	250299	OCT 2024 COURT ASSESSMENTS	11/19/2024	11/06/2024	10312024	P.O. 11/01/2024	16,029.97 Amount	16,029.97
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	250300	OCT 2024 SPECIAL ASSESSMENTS	11/19/2024	11/06/2024	10312024	P.O. 11/01/2024	1,263.15 Amount	1,263.15
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	250301	OCT 2024 INTERLOCK FEES	11/19/2024	11/06/2024	10312024	P.O. 11/01/2024	400.00 Amount	400.00
001	VICTIMS OF HUMAN TRAFFICKING FUND Account Number 001-000-300	250302	OCT 2024 STATE ASSESSMENT	11/19/2024	11/06/2024	10312024	P.O. 11/01/2024	48.00 Amount	48.00
001	AARON TILLMAN Account Number 001-161-535	250303	REIMB: DUTY BOOTS	11/19/2024	11/05/2024	407839	P.O. 11/02/2024	143.54 Amount	143.54
001	DIRECTV LLC Account Number 001-161-698	250305	WEST STN: 022727663 (DEC)	11/19/2024	11/05/2024	X241114	P.O. 11/14/2024	175.00 Amount	175.00
001	BELL AUTO PARTS INC Account Number 001-170-639	250313	BLADE BOLT & WASHER (14)	11/19/2024	11/05/2024	45541	P.O. 10/09/2024	93.66 Amount	93.66
001	AUTOZONE INC Account Number 001-161-559 001-161-638	250314	ENERGIZER 2032 BATTERY STP TRANS FLUID: E1	11/19/2024	11/05/2024	4907680315 4907687314	P.O. 10/16/2024 10/28/2024	42.25 Amount	14.54 27.71
001	ADVANCE AUTO PARTS Account Number 001-161-638	250315	GAL ROTT 15W40 (3): COMM 33	11/19/2024	11/06/2024	1403429742	P.O. 10/23/2024	77.97 Amount	77.97
001	PASCAGOULA TIRE & SERVICE INC Account Number 001-100-638 001-100-638 001-100-638	250316	4 WHL ALIGNMENT: #19686 FLAT REPAIR: #17953 REPL TPMS SENSOR (2): #19591	11/19/2024	11/06/2024	121738 121785 122122	P.O. 10/14/2024 10/16/2024 10/30/2024	308.66 Amount	109.99 18.69 179.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACE CONTRACTORS INC	250322	11/19/2024	11/06/2024	Invoice #	Date	P.O.	
	Account Number	100 AMP BREAKER: MALL PRK LOT	1976	10/31/2024				950.00
	001-092-586	LABOR: INSTALL BREAKER	1976	10/31/2024				225.00
001	M & E FEED & SEED	250324	11/19/2024	11/06/2024	Invoice #	Date	P.O.	
	Account Number	DOG FOOD (1)	5849	10/03/2024				54.99
	001-100-514	CHOKE CHAIN	5849	10/03/2024				7.99
001	LOWE'S	250326	11/19/2024	11/08/2024	Invoice #	Date	P.O.	
	Account Number	WIRING SUPPS: GM SPLSPD REPR	972558	09/25/2024				109.59
	001-170-634	RTN CR: RMV SALES TAX	972558	09/25/2024				-109.59
	001-170-634	WIRING SUPPS: GM SPLSPD REPR	972564	09/25/2024				104.11
	001-170-634	NUTS/BOLTS: SIGN INSTALL	984934	09/30/2024				2.56
	001-170-559	CM BEDDING FORK (3)	985689	09/30/2024				156.69
	001-170-559	HEXBOLT/WASHER(4): INC PLYGRD	984844	09/30/2024				1.90
	001-170-559	RTN CR: HEXBOLT/WASHER(4)	984913	09/30/2024				-1.90
	001-170-520	2CF BROWN MULCH(280): CRUISIN	986181	10/01/2024				1,058.40
	001-170-559	2" PVC TEST CAP(4): TC GATE	987836	10/01/2024				2.36
	001-205-559	2 GAL TANK SPRAYER	989439	10/02/2024				16.13
	001-170-512	8" CB TIES, 100' SFTY FENCE (3)	989682	10/02/2024				130.75
	001-170-512	ORTHENE 12OZ FIRE ANT (3)	989682	10/02/2024				34.14
	001-170-520	2CF BROWN MULCH(25): CRUISIN	993311	10/03/2024				94.50
	001-161-559	ORBIT HOSE NOZZLE(3): CFD	992156	10/03/2024				28.44
	001-170-512	LOCK SET (11): PORTOLETS	995364	10/04/2024				19.80
	001-170-520	2CF BROWN MULCH(6): CRUISIN	994821	10/04/2024				22.68
	001-205-559	LOCTITE HD ADH; CAULK GUN	970792	10/07/2024				16.59
	001-161-703	WP 3 5 CF WASHING MACH: SFD	976683	10/09/2024				473.10
	001-170-634	2-8-8 #2 TRTD (2): GM PIER	977903	10/10/2024				19.34
	001-161-559	PNTR TAPE;SPRY PNT; 10 ROPE	983619	10/12/2024				26.36
	001-170-559	DW SFTY GLASSES; 2" LOCK (2)	990626	10/15/2024				30.51
	001-170-559	SANDING SPONGE; PAINT BRUSH	990626	10/15/2024				12.22
	001-170-559	PS LEATHER GLOVES	991393	10/15/2024				13.85
	001-170-634	2-8-8 #2 TRTD (3): GM PIER	991393	10/15/2024				29.01
	001-170-512	INST PWR SUPPLY: HC TAILGATE	993302	10/16/2024				67.38
	001-170-634	US FLAG-SCREWS: GM PARK/PIER	992673	10/16/2024				59.79
	001-170-635	80LB QUIKRETE(15): SR CENTER	995843	10/17/2024				78.15
	001-170-635	80LB QUIKRETE(3): SR CENTER	996410	10/17/2024				15.63
	001-205-559	KB 6CF STL WHEELBARROW	995148	10/17/2024				113.05
	001-161-635	PS 2PC TOILET (2)	998572	10/18/2024				188.10
	001-170-635	25'SIMPULL,S40 PRT(5):TC GATE	974790	10/21/2024				48.60
	001-201-565	CRG BOLT; HEXNUT; WSHR: 25EA	974875	10/21/2024				15.75
	001-170-559	6X8 PKT(6); STUD(3); SCREWS	977219	10/22/2024				39.11
	001-161-635	DOOR SWEEP; 8CT MTL SCREWS	977212	10/22/2024				14.03
	001-205-559	DW 20V MAX 2PC COMBO TOOL KIT	977372	10/22/2024				141.55
	001-205-559	DW 20V MAX 6PC OSC TOOL KIT	977372	10/22/2024				94.05
	001-205-559	KB 15" BLUE TOOL TOTE	977372	10/22/2024				37.98
	001-205-559	DW 5" VAR ORBITAL SANDER	977372	10/22/2024				79.80

Fund	Name of Claimant	Account Number	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	250326	11/19/2024	11/08/2024				3,461.47	(CONTINUED)
		CM 8PC SCREWDRIVER SET			977372	10/22/2024	P.O.	22.78	
		DW 40PC 1/4" IMPACT DRVR BIT			977372	10/22/2024		33.23	
		KB 5PC PLIER SET			977372	10/22/2024		18.98	
		KB 3PC CARBON STL SNIPS			977372	10/22/2024		28.48	
		320Z ZEP DEGREASER (2)			980482	10/23/2024		11.36	
		PS 2" CHIP BRUSH (5)			980482	10/23/2024		7.05	
		24" CEILING TILE 16CT: PLNG			981974	10/24/2024		55.08	
001	SUN HERALD ADVERTISING	250329	11/19/2024	11/08/2024				473.34	
		PUBLISH: FY24 BUDGET AMENDS			274738	10/31/2024	P.O.	Amount	458.10
		PUBLISH: ORD 279-2024			274738	10/31/2024			15.24
001	AIRGAS USA LLC	250347	11/19/2024	11/12/2024				413.67	
		CYLINDER RENTAL			5511875982	10/31/2024	P.O.	Amount	413.67
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	250348	11/19/2024	11/12/2024				1,666.66	
		SEP 2024 CLUB SUPPORT			09302024	11/08/2022	P.O.	Amount	833.33
		OCT 2024 CLUB SUPPORT			10312024	11/08/2022			833.33
001	WARREN PAVING INC	250350	11/19/2024	11/12/2024				842.72	
		3.02 TNS ASPHALT: POTHLES			98982	10/24/2024	P.O.	Amount	276.33
		3.05 TNS ASPHALT: POTHLES			98982	10/24/2024			279.08
		3.14 TNS ASPHALT: POTHLES			98994	10/25/2024			287.31
001	O'REILLY AUTO PARTS	250352	11/19/2024	11/12/2024				1,698.50	
		SQT OIL; FLITER: 10636			1978345324	10/01/2024	P.O.	Amount	48.15
		CHAIN KIT: 17530			1978345392	10/02/2024			251.21
		WIPER BLADE (2): 10636			1978345394	10/02/2024			20.90
		WIPER BLADE (2): 06577			1978345395	10/02/2024			20.90
		IGN COIL (2): 14401-14403			1978345429	10/02/2024			59.30
		SPARKPLUG (2): 14401-14403			1978345429	10/02/2024			15.46
		2.5 GAL BLUE DEF (2): E6			1978345463	10/02/2024			51.98
		IGN COIL; SPARKPLUG: 14403			1978345486	10/03/2024			20.16
		SPARKPLUG (2): 14403			1978345509	10/03/2024			8.78
		WIPR BLD(6): 14401-14403-14404			1978345515	10/03/2024			27.00
		1GL ANTIFREEZE: E2			1978346008	10/07/2024			14.99
		TORX BIT SET: SHOP TOOLS			1978346032	10/07/2024			15.99
		CLOCK SPRING: 95314			1978346235	10/09/2024			144.70
		EG TEMP SNSR;AIR FLTR: 95314			1978346269	10/09/2024			125.70
		PURGE SOLENOID: 19686			1978346270	10/09/2024			47.17
		HEADLAMP CAPSL; WD-40: 12456			1978346270	10/09/2024			15.98
		UP RT CTRL ARM ASSY: 19686			1978346364	10/10/2024			114.10
		UP LT CTRL ARM ASSY: 19686			1978346366	10/10/2024			114.10
		3PC ALLEN SOCKET SET: SHOP			1978346510	10/11/2024			15.99
		RENTAL: PULLEY FULLER			1978346860	10/14/2024			75.99
		RED WIRE CONN: 19686			1978346963	10/15/2024			10.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	250352	11/19/2024	11/12/2024			1,698.50	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-570	ENG MOUNT: 19530	1978347007	10/15/2024			72.38	
	001-205-559	BATTERY 3PK: MICROMETER	1978347007	10/15/2024			10.99	
	001-100-570	MICRO FUSE: 14770	1978347300	10/18/2024			4.50	
	001-100-570	GREY SILICONE (2): 17530	1978347300	10/18/2024			29.98	
	001-161-638	10PK TOWEL/PWR POLISHER: E6	1978347317	10/18/2024			47.98	
	001-100-570	GL WIPER FLD(25): OIL DRY(2)	1978347587	10/21/2024			114.23	
	001-161-638	GL PWR STRG FLD: GFD UNIT	1978347591	10/21/2024			21.99	
	001-100-570	GREY SILICONE: 17530	1978347591	10/21/2024			14.99	
	001-100-570	WIPER BLADE (2): 14770	1978347591	10/21/2024			20.90	
	001-100-570	SPRKPLUG(6): MANIFOLD: 17530	1978347729	10/22/2024			48.09	
	001-100-570	GL ANTIFREEZE (3): 17530	1978347729	10/22/2024			44.97	
	001-100-570	RTN CR: GREY SILICONE (2)	1978347819	10/23/2024			-29.98	
	001-100-570	RENTAL RTN: PULLEY FULLER	1978347820	10/23/2024			-75.99	
	001-100-570	WASHER PUMP: BRK PADS: 17530	1978347822	10/23/2024			88.58	
	001-100-570	FRONT BRAKE ROTOR (2): 17530	1978347822	10/23/2024			90.00	
	001-100-570	RTN CR: BELT TNSNR 17530	1978347884	10/23/2024			-62.22	
	001-100-570	MICRO V BELT: 17530	1978347884	10/23/2024			16.67	
	001-100-570	WIPER BLADE (2): 17530	1978348021	10/25/2024			20.90	
001	MISSISSIPPI POWER	250353	11/19/2024	11/12/2024			1,155.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-628	OCT 2024 LEASE: BACOT	0796886005	11/05/2024			1,155.00	
001	WASTE PRO - GAUTIER	250354	11/19/2024	11/12/2024			285.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-698	FRASIER PORT O LET	0001431523	10/31/2024			35.00	
	001-170-698	BACOT PORT O LET(2)	0001431549	10/31/2024			250.00	
001	ELAN FINANCIAL SERVICES	250356	11/19/2024	11/12/2024			1,736.29	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-205-702	PNEU FAN CLUTCH WRENCH	10082024	10/09/2024			72.99	
	001-205-702	TIRE GAUGE(2): WRENCH HLDR(2)	10082024	10/09/2024			48.36	
	001-094-704	ADOBE: SAUCIER, K	10082024	10/09/2024			37.91	
	001-170-511	SENIOR LUNCHEON	10142024	10/15/2024			146.89	
	001-170-513	HALLOWEEN EVENT	10142024	10/15/2024			285.39	
	001-170-513	HALLOWEEN EVENT	10152024	10/16/2024			39.90	
	001-205-702	1/2" DR TORQUE WRENCH	10172024	10/18/2024			69.99	
	001-205-702	CLK TORQ WRENCH;ASST SM TOOLS	10172024	10/18/2024			35.45	
	001-100-681	T REX VAR SYSTEM	10172024	10/21/2024			249.31	
	001-100-559	CANDY: TRUNK OR TREAT	10222024	10/23/2024			542.85	
	001-092-698	SAMS CLUB RENEWAL	10252024	10/28/2024			110.00	
	001-092-606	ONEWAY APP:NOV 2024	11022024	11/04/2024			75.00	
	001-092-607	BAL SHIPPING:BENCH	10222024	10/23/2024			22.25	
001	CREDIT CARD CENTER	250359	11/19/2024	11/12/2024			638.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-681	INVESTGN TRNG CRS: HOLLOWAY	09182024	09/19/2024			100.00	
	001-100-681	INVESTGN TRNG CRS: SHUMOCK	09182024	09/19/2024			100.00	
	001-001-681	REFUND HOTEL-SM TOWN CONF(4)	09032024	09/11/2024			-316.00	
	001-001-681	HOTEL MML BOD: VAUGHAN	09272024	09/30/2024			114.40	
	001-100-681	NLEFIA MEMB FEE: HARGROW	10052024	10/07/2021			50.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	250359	11/19/2024	11/12/2024		P.O.	638.00	(CONTINUED)
	Account Number	Description	Invoice #	Date			Amount	
	001-100-681	NLEFIA RDS REG: HARGROW	10112024	10/11/2024			400.00	
	001-001-681	HOTEL-SM TOWN CONF: VAUGHAN	10102024	10/14/2024			94.80	
	001-001-681	HOTEL-SM TOWN CONF: COLLEDGE	10102024	10/14/2024			94.80	
001	AUTO TRUCK AND TRAILER PARTS INC	250361	11/19/2024	11/13/2024		P.O.	282.90	
	Account Number	Description	Invoice #	Date			Amount	
	001-170-559	BOX RAGS: SHOP-GEN USE	318572	10/23/2024			51.45	
	001-100-570	OIL FILTERS (24): PD UNITS	318563	10/23/2024			149.40	
	001-161-638	WHEEL ADPTE: HIGH WTR TRK	318576	10/28/2024			20.10	
	001-170-639	5 GAL HYD OIL: JD TRACTOR	318727	10/29/2024			41.50	
	001-170-638	3/4" SOCKET: SHOP TOOLS	318776	10/31/2024			20.45	
001	DAVID FRANKLIN BATES	250362	11/19/2024	11/13/2024		P.O.	1,200.00	
	Account Number	Description	Invoice #	Date			Amount	
	001-170-425	FOOTBALL GAME (3)	11022024	11/12/2024			300.00	
	001-170-425	ON CALL 10/28-11/08/24	11082024	11/12/2024			500.00	
	001-170-425	FOOTBALL GAME	11042024	11/12/2024			100.00	
	001-170-425	FOOTBALL GAME	11052024	11/12/2024			100.00	
	001-170-425	FOOTBALL GAME (2)	11112024	11/12/2024			200.00	
001	COREY CROCKETT SR	250363	11/19/2024	11/13/2024		P.O.	80.00	
	Account Number	Description	Invoice #	Date			Amount	
	001-170-502	REFEREE FB GAME (2)	11052024	11/12/2024			80.00	
001	PATRICK EVANS	250364	11/19/2024	11/13/2024		P.O.	340.00	
	Account Number	Description	Invoice #	Date			Amount	
	001-170-502	REFEREE FB GAME (3)	11022024	11/12/2024			120.00	
	001-170-502	REFEREE FB GAME	11042024	11/12/2024			60.00	
	001-170-502	REFEREE FB GAME (2)	11052024	11/12/2024			80.00	
	001-170-502	REFEREE FB GAME (2)	11112024	11/12/2024			80.00	
001	GRIFFIN MATTHEW GARRIGA	250365	11/19/2024	11/13/2024		P.O.	297.50	
	Account Number	Description	Invoice #	Date			Amount	
	001-170-502	REFEREE FB GAME (3)	11022024	11/12/2024			105.00	
	001-170-502	REFEREE FB GAME	11042024	11/12/2024			52.50	
	001-170-502	REFEREE FB GAME (2)	11052024	11/12/2024			70.00	
	001-170-502	REFEREE FB GAME (2)	11112024	11/12/2024			70.00	
001	RICHARD TILLMAN	250366	11/19/2024	11/13/2024		P.O.	400.00	
	Account Number	Description	Invoice #	Date			Amount	
	001-170-502	REFEREE FB GAME (3)	11022024	11/12/2024			150.00	
	001-170-502	REFEREE FB GAME	11042024	11/12/2024			50.00	
	001-170-502	REFEREE FB GAME (2)	11052024	11/12/2024			100.00	
	001-170-502	REFEREE FB GAME (2)	11112024	11/12/2024			100.00	
001	HUNTER WILLIAMS	250367	11/19/2024	11/13/2024		P.O.	227.50	
	Account Number	Description	Invoice #	Date			Amount	
	001-170-502	REFEREE FB GAME (3)	11022024	11/12/2024			105.00	
	001-170-502	REFEREE FB GAME	11042024	11/12/2024			52.50	
	001-170-502	REFEREE FB GAME (2)	11052024	11/12/2024			70.00	

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001	KEITH SMITH	250368	11/19/2024	11/13/2024	Invoice # 11112024	P.O.	80.00	80.00
	Account Number 001-170-502	Description REFEREE FB GAME (2)					Amount	
001	TEC	250370	11/19/2024	11/13/2024	Invoice # 1174109	P.O.	99.97	99.97
	Account Number 001-092-605	Description MONTHLY LONG DISTANCE					Amount	
001	CATALIS COURTS AND LAND RECORDS LLC	250371	11/19/2024	11/13/2024	Invoice # 308333075	P.O.	1,614.60	1,614.60
	Account Number 001-010-698	Description NOV 2024 COURT SUPPORT					Amount	
001	ACE DATA STORAGE INC	250372	11/19/2024	11/13/2024	Invoice # 0102194	P.O.	105.00	105.00
	Account Number 001-100-699	Description OCT 2024 SHREDDING SERVICE					Amount	
001	JACKSON COUNTY ADULT DETENTION CENTER	250373	11/19/2024	11/13/2024	Invoice # 10312024	P.O.	7,586.71	7,586.71
	Account Number 001-010-696	Description OCT 2024 ADC CHGS					Amount	
	Account Number 001-010-696	Description PHARMACY CHGS					7,535.00	51.71
001	CENTERPOINT ENERGY	250374	11/19/2024	11/13/2024	Invoice # 11000885-1	P.O.	60.98	60.98
	Account Number 001-161-630	Description CENTRAL FIRE:9/25-10/24/24					Amount	
001	CENTERPOINT ENERGY	250375	11/19/2024	11/13/2024	Invoice # 11000999-0	P.O.	53.51	53.51
	Account Number 001-161-630	Description SOUTH FIRE:9/25-10/24/24					Amount	
001	RJ YOUNG COMPANY LLC	250376	11/19/2024	11/13/2024	Invoice # 10/29/2024	P.O.	122.02	122.02
	Account Number 001-161-698	Description GEMG00-01 RENTAL FEE					Amount	
	Account Number 001-161-698	Description IM C2500:USAGE COLOR					113.14	8.00
	Account Number 001-161-698	Description ADMIN FEE					8.00	
001	SPARKLIGHT	250377	11/19/2024	11/13/2024	Invoice # 11012024	P.O.	154.20	154.20
	Account Number 001-092-698	Description NOV 2024:#107571481					Amount	
001	SPARKLIGHT	250378	11/19/2024	11/13/2024	Invoice # 11012024	P.O.	96.73	96.73
	Account Number 001-170-698	Description NOV 2024:SR BLDG 120793682					Amount	
001	RJ YOUNG COMPANY LLC	250379	11/19/2024	11/13/2024	Invoice # 11012024	P.O.	310.00	310.00
	Account Number 001-100-699	Description UNL-J7RK00-01 RENTAL FEE					Amount	

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001	RJ YOUNG COMPANY LLC Account Number 001-092-698	250380	11/19/2024	11/13/2024	Invoice # INV7201746	Date 11/01/2024	P.O. Amount	746.00 746.00
001	C SPIRE WIRELESS Account Number 001-100-605 001-100-606	250382	11/19/2024	11/13/2024	Invoice # 0032680896 0032680896	Date 11/11/2024 11/11/2024	P.O. Amount	696.18 489.30 206.88
001	HENZE ENTERPRISES INC Account Number 001-201-576 001-201-576	250383	11/19/2024	11/13/2024	Invoice # 33201 33201	Date 11/05/2024 11/05/2024	P.O. Amount	200.00 40.00 160.00
001	C SPIRE WIRELESS Account Number 001-100-606	250385	11/19/2024	11/13/2024	Invoice # 652433-41	Date 11/01/2024	P.O. Amount	270.00 270.00
001	SINGING RIVER ELECTRIC COOPERATIVE Account Number 001-170-631 001-201-629	250389	11/19/2024	11/13/2024	Invoice # 10192024 10192024	Date 10/28/2024 10/28/2024	P.O. Amount	548.76 423.64 125.12
001	SINGING RIVER ELECTRIC COOPERATIVE Account Number 001-151-631 001-170-631 001-170-631 001-170-631	250390	11/19/2024	11/13/2024	Invoice # 10192024 10192024 10192024 10192024	Date 10/28/2024 10/28/2024 10/28/2024 10/28/2024	P.O. Amount	395.15 273.99 31.60 51.06 38.50
001	C SPIRE WIRELESS Account Number 001-001-605 001-021-605 001-040-605 001-090-605 001-090-698 001-094-605 001-161-605 001-170-605 001-205-605	250393	11/19/2024	11/13/2024	Invoice # 0037059349 0037059349 0037059349 0037059349 0037059349 0037059349 0037059349 0037059349 0037059349 0037059349	Date 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024 10/31/2024	P.O. Amount	1,245.40 48.93 48.93 83.41 258.66 103.44 146.79 254.49 153.96
001	TRAVELERS CL REMITTANCE CENTER Account Number 001-092-625	250394	11/19/2024	11/13/2024	Invoice # 4394J5094	Date 11/13/2024	P.O. Amount	82,378.00 82,378.00
001	FUELMAN Account Number 001-090-525 001-092-525	250397	11/19/2024	11/13/2024	Invoice # NP67394009 NP67394009	Date 11/04/2024 11/04/2024	P.O. Amount	3,069.78 104.18 38.86

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001	FUELMAN	250397	11/19/2024	11/13/2024	Invoice #	Date	3,069.78	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP67394009	11/04/2024		2,455.52	
	001-161-525	UNL&DSL FUEL		NP67394009	11/04/2024		215.85	
	001-170-525	UNL FUEL		NP67394009	11/04/2024		224.18	
	001-205-525	UNL FUEL		NP67394009	11/04/2024		31.19	
001	FUELMAN	250399	11/19/2024	11/13/2024	Invoice #	Date	3,360.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP67424288	11/11/2024		86.38	
	001-100-525	UNL FUEL		NP67424288	11/11/2024		2,514.31	
	001-161-525	UNL&DSL FUEL		NP67424288	11/11/2024		441.21	
	001-170-525	UNL FUEL		NP67424288	11/11/2024		318.12	
001	AUTO TRUCK AND TRAILER PARTS INC	250401	11/19/2024	11/13/2024	Invoice #	Date	364.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	134A 30LBS FREON		318122	10/04/2024		313.00	
	001-161-638	BOX WHITE RAGS		318122	10/04/2024		51.40	
001	REYNOLDS WHOLESAL CO	250402	11/19/2024	11/13/2024	Invoice #	Date	890.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-596	145CT BAG MARS FUN SIZE (15)		77769	10/28/2024		389.25	
	001-161-596	60CT BOX GUMMI (15)		77769	10/28/2024		149.25	
	001-161-596	360CT BAG FROOTIE ROLLS (20)		77769	10/28/2024		150.00	
	001-161-510	#1508 BMF TOWELS CS (4)		77768	10/28/2024		99.80	
	001-161-510	BLEACH 6 GALLON CS		77768	10/28/2024		25.95	
	001-161-510	COMET POWDER 21OZ CAN (12)		77768	10/28/2024		20.28	
	001-161-510	DAWN 38OZ BOTTLE (8)		77768	10/28/2024		55.60	
001	ACTION PRINTING CENTER INC	250404	11/19/2024	11/13/2024	Invoice #	Date	1,197.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	BUSINESS CARD (250): HARGROW		3996	11/01/2024		47.00	
	001-010-500	TRI-CLR PAPER 8.5X11 (5000)		4015	11/13/2024		730.30	
	001-010-620	SHOW CAUSE CITATION (1500)		4016	11/13/2024		420.30	
001	MS FIRE ACADEMY	250405	11/19/2024	11/13/2024	Invoice #	Date	20.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	MSTAT COURSE: HADLEY, KEVIN		32903	11/06/2024		20.00	
001	BELL AUTO PARTS INC	250406	11/19/2024	11/13/2024	Invoice #	Date	674.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	SIDE STRUT PART #109-5013		45535	10/03/2024		112.00	
	001-170-639	KAWASKI STARTER		45535	10/03/2024		217.50	
	001-170-639	SET 60' REAR DC BLADE (5)		45547	10/14/2024		345.00	
001	CUSTOM PRODUCTS CORPORATION	250408	11/19/2024	11/13/2024	Invoice #	Date	646.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	POST U CHANNEL GLV 6' 2LB(5)		INV17711	11/05/2024		104.15	
	001-201-565	CHEVRON ADJ BRACKET SET (5)		INV17711	11/05/2024		169.90	
	001-201-565	18X24 CHEVRON SIGN (10)		INV17711	11/05/2024		237.60	
	001-201-565	PKG ECONO HARDWARE (5)		INV17711	11/05/2024		7.80	
	001-201-565	SHIPPING		INV17711	11/05/2024		127.47	

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001	SINGING RIVER PAINT & BODY	250409	11/19/2024	11/13/2024			9,746.63	
	Account Number	Description	Invoice #	Invoice Date	P.O.		Amount	
	001-100-638	OEM PARTS: #17768	240851	240851	240851		4,865.35	
	001-100-638	OTHER PARTS: #17768	240851	240851	240851		10.00	
	001-100-638	PARTS & MATERIALS: #17768	240851	240851	240851		832.00	
	001-100-638	LABOR: #17768	240851	240851	240851		3,999.28	
	001-100-638	SUBLET REPAIRS: #17768	240851	240851	240851		40.00	
001	SOUTHERN PIPE & SUPPLY CO INC	250410	11/19/2024	11/13/2024			1,663.98	
	Account Number	Description	Invoice #	Invoice Date	P.O.		Amount	
	001-170-634	2HP GRINDER PUMP: GM PARK	329714-00	329714-00	250147		1,663.98	
001	PASCAGOULA TIRE & SERVICE INC	250414	11/19/2024	11/13/2024			2,083.54	
	Account Number	Description	Invoice #	Invoice Date	P.O.		Amount	
	001-205-638	TIRE PRESS SENSOR: FOCUS	121502	121502	250043		89.99	
	001-170-639	FORTUNE ST(2): TRLR TIRE	121761	121761	250055		159.98	
	001-170-639	TRAILER MASTER(4): TRLR TIRE	121761	121761	250055		319.96	
	001-170-639	DISPOSAL FEE (6)	121761	121761	250055		27.00	
	001-100-638	TPMS SENSOR: #19591	122121	122121	250141		89.99	
	001-100-638	FS DESTINATION LE3(4): #19597	122121	122121	250141		513.24	
	001-100-638	INSTALL PACKAGE: #19591	122121	122121	250141		110.00	
	001-100-638	4 WHL ALIGNMENT: #19591	122121	122121	250141		79.99	
	001-100-638	FS FIREHWK PURSUIT(4): #47	122140	122140	250124		503.40	
	001-100-638	INSTALL PKG: U #47	122140	122140	250124		110.00	
	001-100-638	4 WHL ALIGNMENT: U #47	122140	122140	250124		79.99	
001	IMAGES GALORE SIGNS LLC	250417	11/19/2024	11/13/2024			100.00	
86	Account Number	Description	Invoice #	Invoice Date	P.O.		Amount	
	001-040-559	13X18 VNYL CUT SIGN RTA (2)	23-2702	23-2702	250155		50.00	
	001-040-559	14X20 LAM VNYL DECAL (2)	23-2702	23-2702	250155		50.00	
001	SUN HERALD ADVERTISING	250419	11/19/2024	11/13/2024			205.66	
	Account Number	Description	Invoice #	Invoice Date	P.O.		Amount	
	001-040-615	BID AD: NRCS PROJECT	274738	274738	250000		124.00	
	001-040-615	BID AD: HOT BITUMINOUS PVMNT	274738	274738	250050		39.30	
	001-090-615	PUBL NOTICE: GPC 24-50-SE	274738	274738	250121		21.60	
	001-090-615	PUBL NOTICE: GPC 24-51-SE	274738	274738	250121		20.76	
001	BOOT OUTLET LLC	250421	11/19/2024	11/13/2024			150.00	
	Account Number	Description	Invoice #	Invoice Date	P.O.		Amount	
	001-161-535	DUTY BOOTS: TURNER, THOMAS	37100	37100	250117		150.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	250423	11/19/2024	11/13/2024			416.97	
	Account Number	Description	Invoice #	Invoice Date	P.O.		Amount	
	001-100-500	VERBTM BLU-RAY DISK 50PK (2)	6015669444	6015669444	250125		119.98	
	001-100-500	RICOH SCANNER SP-1130NE	6015669444	6015669444	250125		296.99	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CANNON PAF LLC	250432	11/19/2024	11/13/2024				
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	LAMP ASY: U #17530	248976	10/03/2024	250041	1,081.91		
	001-100-570	PUMP ASY: U #17530	249010	10/08/2024	250040	99.39		
						1,595.76	(CONTINUED)	
001	OCCUPATIONAL HEALTH CENTER INC	250433	11/19/2024	11/13/2024				
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE EMP PHYSICAL: TISBURY	379119	11/06/2024	250090	75.00		
	001-022-604	QUICK DRUG SCRN: TISBURY	379119	11/06/2024	250090	35.00		
	001-022-604	PRE EMP PHYSICAL: JARRELL	379119	11/06/2024	250090	75.00		
	001-022-604	QUICK DRUG SCRN: JARRELL	379119	11/06/2024	250090	35.00		
	001-022-604	PRE EMP PHYSICAL: WILLIAMS, D	379119	11/06/2024	250128	75.00		
	001-022-604	QUICK DRUG SCRN: WILLIAMS, D	379119	11/06/2024	250128	35.00		
						330.00		
001	MOTOROLA INC	250434	11/19/2024	11/13/2024				
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-706	V300 BODY CAMERA	8281772477	12/03/2023	240040	3,536.60		
	001-100-706	CAMERA CONFIG SERV	8281772477	12/03/2023	240040	2,428.40		
	001-100-706	SVR 16 HDD RAID #WGA00421-117	8281772477	12/03/2023	240040	1,347.82		
	001-100-706	HD VIDEO MANAGER	8281772477	12/03/2023	240040	4,284.54		
	001-100-706	EXT WARRANTY RACK SERVER 5YR	8281772477	12/03/2023	240040	1,035.72		
						12,633.08		
FUND TOTAL	1 Claims	72 Total	186,443.08	Manual	Held	Total	186,443.08	

Fund		Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	5.3M	UTY REV BOND S2024 DSR Account Number 002-900-950	250439	11/19/2024	11/14/2024	Invoice # 11062024	Date 11/06/2024	530,000.00	
FUND TOTAL		2 Claims	to	Checks	1 Total	530,000.00	Manual	Held	Total
								530,000.00	530,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	BOTTOM 2 TOP CONSTRUCTION LLC Account Number 003-724-769	250437	11/19/2024	11/14/2024	Invoice # 2	Date 11/13/2024	346,908.17 Amount	346,908.17
		Description W&S WALL PROPERTY 51#				P.O.		
FUND TOTAL	3 Claims	to	1 Total	346,908.17	Manual		Held	Total 346,908.17

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	ELAN FINANCIAL SERVICES	250357	11/19/2024	11/12/2024			1,922.38	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	004-510-559	LED OD DOCK LIGHT (2)	10052024	10/07/2024			390.43	
	004-510-559	PAPERTOWEL DISPENSER (10)	10042024	10/07/2024			349.90	
	004-510-559	P-TOWEL ROLL 6/CS (2)	10042024	10/07/2024			48.98	
	004-510-559	TP DISPENSER (29)	10042024	10/07/2024			724.71	
	004-510-559	TP ROLLS 12/CS (5)	10042024	10/07/2024			144.95	
	004-510-559	SHIPPING & TAX	10042024	10/07/2024			263.41	
004	SINGING RIVER ELECTRIC COOPERATIVE	250388	11/19/2024	11/13/2024			1,985.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	004-510-631	AMPHITHEATER 118241002	11012024	11/07/2024			1,985.50	
004	GOLDIN METALS INC	250407	11/19/2024	11/13/2024			131.60	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	004-510-586	OUTSD ANGLE TRIM SPEC #39(4)	720399	10/24/2024	250126		111.60	
	004-510-586	PACKAGING	720399	10/24/2024	250126		20.00	
004	RIDGELL BROS INC	250420	11/19/2024	11/13/2024			6,170.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	004-510-680	OVERSEED AMPH: RYE GRASS	23083700	11/08/2024	250133		1,280.00	
	004-510-680	TOFDRESS AMPH: MASON SAND	23083699	11/08/2024	250134		4,890.00	
004	AMAZON CAPITAL SERVICE	250430	11/19/2024	11/13/2024			433.41	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	004-510-559	LG ZIP TIE HD 36" 250PK	1431GQWJK9	11/06/2024	250158		114.99	
	004-510-559	18X72 SS WALL SHELF HD	1431GQWJK9	11/06/2024	250158		148.45	
	004-510-559	72X24 BLK MTL SHELF HD 2PK	1431GQWJK9	11/06/2024	250158		169.97	
91	FUND TOTAL	4 Claims	to	Checks	5 Total	10,642.89	Manual	Held
							Total	10,642.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	250436	11/19/2024	11/14/2024	Invoice # 24	Date 11/13/2024	557,724.18 Amount	
		Description CONSTRUCTION 50.01%				P.O.		
FUND TOTAL 130 Claims	to	Checks	1 Total	557,724.18 Manual	Held	Total	557,724.18	

Fund		Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	Account Number 156-100-606	250386	11/19/2024	11/13/2024	Invoice # 3000848065	Date 11/03/2024	896.48	
			MODERN DATA PLAN (26)	NOV 24				Amount	896.48
FUND TOTAL 156 Claims			1	Total	896.48	Manual		Held	Total 896.48

Release date from 11/19/2024 thru 11/19/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	LONGLEAF LAND SOLUTIONS LLC Account Number 171-176-779	250422	11/19/2024	11/13/2024			74,800.00	
		Description	Invoice #	Date	P.O.		Amount	
		FORESTRY MULCH 88 ACRES: SSP	24-026	11/06/2024	240977		74,800.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	74,800.00 Manual	Held	Total	74,800.00	

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	250349	11/19/2024	11/12/2024			1,891.26	
		Description LIBRARY SUPPORT		Invoice # OCT 2024	Date 10/21/2024	P.O.	Amount	
								1,891.26
FUND TOTAL	172 Claims	Checks	1 Total	1,891.26	Manual	Held	Total	1,891.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	GRAND VIEW SECURITY LLC Account Number 176-170-699	250296	11/19/2024	11/05/2024	Invoice # 0115-3951	Date 11/01/2024	P.O. Amount	340.00
176	BAY ICE COMPANY INC Account Number 176-170-699 176-170-541	250304	11/19/2024	11/06/2024	Invoice # 701558 701074	Date 10/31/2024 11/05/2024	P.O. Amount	250.00 50.00 200.00
176	A 1 TERMITE AND PEST CONTROL Account Number 176-170-699	250346	11/19/2024	11/12/2024	Invoice # 26482	Date 11/04/2024	P.O. Amount	180.00
176	FOSTERS A/C & HEATING INC Account Number 176-170-699	250360	11/19/2024	11/12/2024	Invoice # P1159996	Date 11/01/2024	P.O. Amount	167.50
176	SINGING RIVER ELECTRIC COOPERATIVE Account Number 176-170-631 176-170-631 176-170-631	250391	11/19/2024	11/13/2024	Invoice # 10192024 10192024 10192024	Date 10/28/2024 10/28/2024 10/28/2024	P.O. Amount	2,489.15 2,019.74 55.40 384.01 30.00
176	C SPIRE WIRELESS Account Number 176-170-605	250395	11/19/2024	11/13/2024	Invoice # 0037059349	Date 10/31/2024	P.O. Amount	53.10
176	MS MADE SOAP AND CANDLES LLC Account Number 176-170-541 176-170-541 176-170-541 176-170-541 176-170-541 176-170-541 176-170-541 176-170-541 176-170-541	250431	11/19/2024	11/13/2024	Invoice # MSMD-13 MSMD-13 MSMD-13 MSMD-13 MSMD-13 MSMD-13 MSMD-13 MSMD-13 MSMD-13 MSMD-13	Date 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024 11/06/2024	P.O. Amount	219.00 48.00 48.00 24.00 9.00 18.00 9.00 9.00 18.00 18.00 9.00
FUND TOTAL	176 Claims	7 Total	3,698.75	Manual	Held	Total	3,698.75	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	ELAN FINANCIAL SERVICES	250358	11/19/2024	11/12/2024			2,649.50	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	304-510-799	4' BENCH (2)	10182024	10/21/2024			1,234.00	
	304-510-799	6' BENCH (3)	10222024	10/23/2024			1,415.50	
FUND TOTAL 304 Claims		1 Total	2,649.50 Manual				Held	Total
								2,649.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	LOWE'S	250327	11/19/2024	11/08/2024	Invoice #	Date	P.O.	Amount
		Description						
		PROJ PRTS: WTR LINE HOOKUPS			994537	10/04/2024		392.35
		PROJ PRTS: WTR LINE HOOKUPS			975586	10/09/2024		16.51
		PROJ PRTS: WTR LINE HOOKUPS			975443	10/09/2024		39.88
		PROJ PRTS: WTR LINE HOOKUPS			977789	10/09/2024		14.23
		PROJ PRTS: WTR LINE HOOKUPS			977809	10/10/2024		18.92
		PROJ PRTS: WTR LINE HOOKUPS			989208	10/14/2024		2.47
		RTN CR: PROJ PRTS-WTR LN			988319	10/14/2024		-14.98
		PROJ PRTS: WTR LINE HOOKUPS			988446	10/14/2024		37.90
		RTN CR: PROJ PRTS-WTR LN			988528	10/14/2024		-18.02
		RTN CR: PROJ PRTS-WTR LN			988356	10/14/2024		-18.02
		PROJ PRTS: WTR LINE HOOKUPS			988257	10/14/2024		111.09
FUND TOTAL 305 Claims		Checks	1 Total	582.33 Manual			Held	Total
								582.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	250297	11/19/2024	11/05/2024	#	Date	P.O.	1,935.00 Amount
	Account Number	Description	Invoice					
	400-651-698	RENEWAL: ROBERT HIRAM	1093574		11/04/2024			387.00
	400-651-698	RENEWAL: BAYOU PIERRE	1093574		11/04/2024			387.00
	400-651-698	RENEWAL: WEST PARK	1093574		11/04/2024			387.00
	400-651-698	RENEWAL: PLAYERS COVE	1093574		11/04/2024			387.00
	400-651-698	RENEWAL: OCEAN ESTATES	1093574		11/04/2024			387.00
400	MISSION COMMUNICATIONS LLC	250323	11/19/2024	11/06/2024	#	Date	P.O.	3,870.00 Amount
	Account Number	Description	Invoice					
	400-651-698	RENEWAL: DOLPHIN LS	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: HOLIDAY LS	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: CAMPBELL LS	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: SEACLIFF LS	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: HWY 90 NELSON LS	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: LAKEWOOD WEST	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: GUILLOTTEVILLE	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: HOYT	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: BARRACUDA	1092667		10/10/2024			387.00
	400-651-698	RENEWAL: FRENCHMAN	1092667		10/10/2024			387.00
400	LOWE'S	250328	11/19/2024	11/08/2024	#	Date	P.O.	716.25 Amount
	Account Number	Description	Invoice					
	400-651-683	60LB N MORTAR MIX(4): PAMELA	972695		09/25/2024			27.60
	400-650-635	RTN CR: GE FL LIGHT BALLAST	974765		09/26/2024			-37.98
	400-651-581	REPR PRTS: WTR LK-MALL WELL	989909		10/02/2024			49.98
	400-651-583	20LB HYD WTR OK(4): MANHLE RPR	989535		10/02/2024			100.64
	400-651-581	1.5X5' S40 PIPE: WTR LK REPR	994346		10/04/2024			10.91
	400-651-584	QD CLEANER (2): LSTNS	995369		10/04/2024			19.54
	400-651-581	BRKT SIGN Hldr (16): BOIL WTR	973896		10/08/2024			34.72
	400-651-581	CONST PRTS: BLD INLETS AUBIN	975434		10/09/2024			143.99
	400-650-559	WD40 8OZ 2PK (4)	975742		10/09/2024			53.12
	400-651-683	CONST PARTS: BLD INLETS AUBIN	976204		10/09/2024			101.86
	400-651-581	PIPE INSULATION (5): CL CYLS	977378		10/22/2024			14.15
	400-651-581	24' STL CHAIN; SECURE EYE (2)	977378		10/22/2024			56.22
	400-651-581	S-HOOK (13): SECURE CL CYLS	977378		10/22/2024			4.16
	400-651-584	40' SS CHAIN; ANCHOR SHKL(6)	977144		10/22/2024			129.04
	400-651-683	CONST PRTS: BLD INLETS AUBIN	979392		10/23/2024			8.30
400	ARISTA INFORMATION SYSTEMS INC	250351	11/19/2024	11/12/2024	#	Date	P.O.	4,896.35 Amount
	Account Number	Description	Invoice					
	400-650-698	OCT 2024 PRINTING 2067001	0010865		10/31/2024			1,127.75
	400-650-698	OCT 2024 POSTAGE 2067001	0010865		10/31/2024			3,768.60
400	VULCAN CONSTRUCTION MATERIAL LLC	250369	11/19/2024	11/13/2024	#	Date	P.O.	192.93 Amount
	Account Number	Description	Invoice					
	400-651-683	3.27 TN 3'-6" GABION	2201542		11/12/2024			192.93

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	250381	11/19/2024	11/13/2024	Invoice #	Date	P.O.	1,930.00
	Account Number	400-651-585	12 CY FILL DIRT: WTR REPR	33201	11/05/2024			180.00
	400-651-585	3 CY FILL DIRT: WTR REPR	33201	11/05/2024				45.00
	400-651-585	8 CY RAP: WTR REPR	33201	11/05/2024				320.00
	400-651-585	4 CY RAP: WTR REPR	33201	11/05/2024				160.00
	400-651-683	10 CY TOPSOIL: DRAINAGE	33201	11/05/2024				200.00
	400-651-683	8 CY RAP: DRAINAGE	33201	11/05/2024				320.00
	400-651-585	3 CY RAP: WTR REPR	33201	11/05/2024				120.00
	400-651-585	4 CY TOPSOIL: WTR REPR	33201	11/05/2024				80.00
	400-651-585	8 CY TOPSOIL: SINKHOLE	33201	11/05/2024				160.00
	400-651-585	2 CY TOPSOIL: WTR REPR	33201	11/05/2024				40.00
	400-651-683	15 CY FILL DIRT: DRAINAGE	33201	11/05/2024				225.00
	400-651-683	4 CY TOPSOIL: W/S REPR	33201	11/05/2024				80.00
400	HENZE ENTERPRISES INC	250384	11/19/2024	11/13/2024	Invoice #	Date	P.O.	160.00
	Account Number	400-651-683	4 CY RAP: DRAINAGE	33202	11/05/2024			160.00
400	ANSER	250387	11/19/2024	11/13/2024	Invoice #	Date	P.O.	655.00
	Account Number	400-650-698	BASE RATE:10/23-11/19/24	277-102324	10/23/2024			650.00
	400-650-698	PAPER INVOICE FEE	227-102324	10/23/2024				5.00
400	SINGING RIVER ELECTRIC COOPERATIVE	250392	11/19/2024	11/13/2024	Invoice #	Date	P.O.	4,653.38
	Account Number	400-651-631	LIFT STNS 17875	10192024	10/28/2024			253.48
	400-651-631	LIFT STNS 17883	10192024	10/28/2024				2,320.41
	400-651-631	LIFT STNS 17884	10192024	10/28/2024				1,296.43
	400-651-631	LIFT STNS 114260001	10192024	10/28/2024				783.06
400	C SPIRE WIRELESS	250396	11/19/2024	11/13/2024	Invoice #	Date	P.O.	146.79
	Account Number	400-650-605	CELL PHONES (3)	0037059349	10/31/2024			146.79
400	FUELMAN	250398	11/19/2024	11/13/2024	Invoice #	Date	P.O.	259.70
	Account Number	400-650-525	UNL FUEL	NP67394009	11/04/2024			259.70
400	FUELMAN	250400	11/19/2024	11/13/2024	Invoice #	Date	P.O.	140.13
	Account Number	400-650-525	UNL FUEL	NP67424288	11/11/2024			140.13
400	REYNOLDS WHOLESALE CO	250403	11/19/2024	11/13/2024	Invoice #	Date	P.O.	397.41
	Account Number	400-650-510	CS TISSUE 96 ROLLS	77821	11/07/2024			56.95
	400-650-510	CS MF BROWN TOWELS	77821	11/07/2024				24.95
	400-650-510	VB PAPER TOWELS 30 ROLLS	77821	11/07/2024				34.95
	400-650-510	ODO-BAN GAL (4)	77821	11/07/2024				51.96
	400-650-510	NABC CLEANER GAL (4)	77821	11/07/2024				55.80

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REYNOLDS WHOLESAL CO	400-650-510	PINE SOL 600Z (3)	250403	11/19/2024	11/13/2024				
		400-650-510	PURELL HAND SANT (12)			77821				
		400-650-510	WAVE URINAL SCREEN (10)			77821				
		400-650-510	30X36 CLEAR CAN LINER 200CT			77821				
		400-650-510	CLOROX WIPES 85CT			77821				
		400-650-510	DAMP MOP			77821				
									397.41	(CONTINUED)
400	SOUTHERN PIPE & SUPPLY CO INC	400-651-581	C-515 6" MJ GATE VALVE	250411	11/19/2024	11/13/2024				
		400-651-581	C-515 4" MJ GATE VALVE			433628-00				
		400-651-581	C-515 3" MJ GATE VALVE			433628-00				
		400-651-581	6" MEGALUG PVC (2)			433628-00				
		400-651-581	6" TRANS SET (2)			433628-00				
		400-651-581	4" MEGALUG PVC (5)			433628-00				
		400-651-581	4" TRANS SET (11)			433628-00				
		400-651-581	3" MEGALUG PVC (5)			433628-00				
		400-651-581	3" TRANS SET (5)			433628-00				
		400-651-581	4" MJ TEE C153			433628-00				
		400-651-581	3" MJ TEE			433628-00				
		400-651-581	4" S80 PVC FLANGE (7)			433628-00				
		400-651-581	4" FLANGE PK W/RED GSXT (7)			433628-00				
		400-651-581	3" S80 PVC FLANGE (5)			433628-00				
		400-651-581	3" FLANGE PK W/RED GSXT (2)			433628-00				
		400-651-581	3" PVC S80 PE PIPE (100')			433628-00				
		400-651-581	6" C900 WTR MAIN PIPE (40')			299521-00				
		400-651-581	BLUE MARK PAINT (96)			299521-00				
		400-651-581	6" PVC S80 PE PIPE (20')			1440015-00				
		400-651-581	4" MJ 45 BEND (2)			341885-00				
		400-651-581	3" MJ 45 BEND (2)			341885-00				
		400-651-581	3" MEGALUG PVC (4)			341885-00				
		400-651-581	3" TRANS SET (4)			341885-00				
		400-651-581	4" MEGALUG PVC (4)			341885-00				
		400-651-581	FIRE HYD 5-1/4 3'6 RED			341885-00				
		400-651-581	6" MEGALUG PVC (3)			341885-00				
		400-651-581	6" TRANS SET (3)			341885-00				
		400-651-581	6" MJ FOSTER ADPT W/KIT (3)			341885-00				
		400-651-581	6X3/4 EPOXY CTD SADDLE			314380-00				
		400-651-581	4X1 EPOXY CTD SADDLE			314380-00				
		400-651-581	4X1 IP EPOXY CTD SADDLE			314380-00				
		400-651-581	8X3/4 EPOXY CTD SADDLE			314380-00				
		400-651-581	8X1 EPOXY CTD SADDLE			314380-00				
		400-651-581	12X3/4 EPOXY CTD DS SADDLE			314380-00				
		400-651-581	12X1 EPOXY CTD DS SADDLE			314380-00				
									11,070.96	Amount
400	MICRO METHODS INC	400-651-698	1ST SAMPLE: CAMINO GRANDE	250412	11/19/2024	11/13/2024				
		400-651-698	2ND SAMPLE: CAMINO GRANDE			2410589186				
						2410589186				
									260.00	Amount
									100.00	
									30.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC Account Number 400-651-698	250412	11/19/2024	11/13/2024	2410159186	10/09/2024	250061	260.00 (CONTINUED) Amount 130.00
400	CONSOLIDATED PIPE & SUPPLY Account Number 400-650-500 400-651-583	250413	11/19/2024	11/13/2024	MS0375384 MS0375776	10/25/2024 11/06/2024	250076 250129	1,483.50 Amount 208.50 1,275.00
400	COAST CHLORINATOR & PUMP CO INC Account Number 400-651-581	250415	11/19/2024	11/13/2024	Invoice # 78079	10/29/2024	250145	44.00 Amount
400	BAYOU CONCRETE LLC Account Number 400-651-683 400-651-683 400-651-683 400-651-683	250416	11/19/2024	11/13/2024	Invoice # 310107 310107 310107 310107	10/23/2024 10/23/2024 10/23/2024 10/23/2024	250083 250083 250083 250083	564.00 Amount 284.00 200.00 60.00 20.00
400	BAY MOTOR WINDING INC Account Number 400-651-584 400-651-584	250418	11/19/2024	11/13/2024	Invoice # 0131779 0131779	10/31/2024 10/31/2024	250071 250071	3,065.00 Amount 2,260.00 805.00
400	CITY ELECTRIC SUPPLY CO Account Number 400-651-584	250424	11/19/2024	11/13/2024	Invoice # PAS/098396	10/23/2024	250110	525.00 Amount
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-584	250435	11/19/2024	11/13/2024	Invoice # 464934	10/30/2024	250111	155.00 Amount
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	250438	11/19/2024	11/14/2024	Invoice # 10312024	10/31/2024		145,817.08 Amount 145,817.08
FUND TOTAL	400 Claims	22 Total	182,937.48	Manual	Held	Total	182,937.48	

Fund	Name of Claimant	Trans				Release		Claim		Check		Claim Amount	Approved/Disapproved
		#	Date	Date	#	Date	Date	Number	Number	Number	Number		
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	250306	11/19/2024	11/06/2024								159,790.46	
		Description		Invoice #		Date		P.O.		Amount			
		OCT 2024 RES GARBAGE (6334)		0001431477		10/31/2024				159,790.46			
FUND TOTAL 404 Claims	to	Checks	1	Total	159,790.46	Manual						Held	Total 159,790.46

Release date from 11/19/2024 thru 11/19/2024

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	72 Total	186,443.08 Manual	Held	Total	186,443.08
FUND 2 Claims	to	Checks	1 Total	530,000.00 Manual	Held	Total	530,000.00
FUND 3 Claims	to	Checks	1 Total	346,908.17 Manual	Held	Total	346,908.17
FUND 4 Claims	to	Checks	5 Total	10,642.89 Manual	Held	Total	10,642.89
FUND 130 Claims	to	Checks	1 Total	557,724.18 Manual	Held	Total	557,724.18
FUND 156 Claims	to	Checks	1 Total	896.48 Manual	Held	Total	896.48
FUND 171 Claims	to	Checks	1 Total	74,800.00 Manual	Held	Total	74,800.00
FUND 172 Claims	to	Checks	1 Total	1,891.26 Manual	Held	Total	1,891.26
FUND 176 Claims	to	Checks	7 Total	3,698.75 Manual	Held	Total	3,698.75
FUND 304 Claims	to	Checks	1 Total	2,649.50 Manual	Held	Total	2,649.50
FUND 305 Claims	to	Checks	1 Total	582.33 Manual	Held	Total	582.33
FUND 400 Claims	to	Checks	22 Total	182,937.48 Manual	Held	Total	182,937.48
FUND 404 Claims	to	Checks	1 Total	159,790.46 Manual	Held	Total	159,790.46
Total for all Funds			115 Total	2,058,964.58 Manual	Held	Total	2,058,964.58

Councilman Colledge made the motion to approve consent agenda items 1-8, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 720-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-8 are hereby approved.

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

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

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

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

ORDER NUMBER 721-2024

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held November 19, 2024 is hereby approved.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

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

ORDER NUMBER 722-2024

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated November 2024 in the amount of \$22,669.05 is hereby approved.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

NOVEMBER 2024 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
Rocio Rodriguez	017-24801-003	47.64	79.61				127.25	Outside Spigot
Jim Yawn	025-16101-001	58.83	118.37				177.20	Line in yard
Mary Adams	027-08401-003	612.89	1,548.25	70.00			2,231.14	Under Slab
Linda Jordan	035-17601-000	110.75	145.36	35.00			291.11	Theft of Utilities
Denise Hawkins	086-05401-000	165.99	402.15				568.14	Line in yard
Troylyn Harvey	086-12901-000	296.34	604.06				900.40	Line in yard
Victor Odom	098-11901-001	104.38	185.81				290.19	Water Heater
Jasmine Selmon	101-00501-005	209.61	634.95	210.00			1,054.56	Behind Walls
Kayla Mallard	102-05501-012		50.37	35.00			85.37	Behind Walls
Sandra Coleman	105-06301-000	94.91	125.68	35.00			255.59	Outside Spigot
Christine Clark	113-20501-004		125.92				125.92	Pool Fill
Carl Donaldson	113-30501-000	198.79	490.31	70.00			759.10	Behind Walls
Brian Skelton	116-22101-000		26.55				26.55	Pool Fill
Katie Burke	119-23501-001	567.07	1,340.79	105.00			2,012.86	Under Slab
Gulf Breeze Land	122-00201-003	340.23	937.48	105.00	600.00	73.17	2,055.88	Line in yard
Sonic Drive-in	122-09001-000		1,734.57		1,000.00		2,734.57	Line in yard
MOWA Development	122-13401-000	1,320.98	2,086.87	35.00	850.00	156.87	4,449.72	Theft of Utilities
Ryan Real Estate Inv	122-21701-001	58.42	140.03	35.00	75.00	11.79	320.24	Outside Spigot
David KcKee	130-08501-000		112.78	35.00			147.78	Sod
John Hagerty	137-02601-000	99.28	131.47	70.00			300.75	Theft of Utilities
Deena Miller	139-11801-001	644.16	1,711.82	175.00			2,530.98	Line in yard
Lekeyia Davis	139-47701-003	339.48	779.27	105.00			1,223.75	Under Slab
	TOTAL	5,269.75	13,512.47	1,120.00	2,525.00	241.83	22,669.05	

COMPLETED

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

ORDER NUMBER 723-2024

WHEREAS, the 28th Annual Cruisin' the Coast was held October 6, 2024 through October 13, 2024 on the Mississippi Gulf Coast and featured activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors offered donations to the City for the purpose of hosting this event, including Gold Sponsor – Waste Pro (\$5,000); and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Waste Pro (\$5,000) for the City of Gautier's Cruisin' Through the Decades Event held on October 6, 2024 is hereby approved.

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

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

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.



WELLS FARGO BANK, NA
2101 W. State Road 434 Suite 315 11-24/1210
Longwood, FL 32779

CHECK # 55026660

DATE 09/25/2024

Check Amount

****5,000.00

PAY

-FIVE THOUSAND and 00/100

US Dollars

TO THE
ORDER OF

CITY OF GAUTIER
PO BOX 670
GAUTIER MS 39553-0670

VOID AFTER 90 DAYS

Authorized Signature

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

ORDER NUMBER 724-2024

WHEREAS, on October 31, 2024, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for a FY2025 Tidelands grant award in the amount of \$250,000 for the Fairway Boat Launch and Pier Project; and

WHEREAS, this project is to remove and replace the existing boat launch and add a four-foot-wide finger pier that is approximately 75 feet long to the south side of the boat launch; and

WHEREAS, the Mayor and Council hereby find that entering the attached Tidelands Grant Agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Agreement with the Mississippi Department of Marine Resources for the FY2025 Tidelands funding for the Fairway Boat Launch and Pier Project in the amount of \$250,000.00 is hereby approved and authorized.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: October 31, 2024
Subject: FY2025 Tidelands Grant Agreement Award – Fairway Drive Boat Launch and Pier Project (FY25-P618-01)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2025 Tidelands funding for the Fairway Drive Boat Launch and Pier Project in the amount of \$250,000.

BACKGROUND:

On October 31, 2024, the City of Gautier received a Tidelands Grant Agreement from the Department of Marine Resources for FY2025 Tidelands grant award in the amount of \$250,000 for the Fairway Boat Launch and Pier Project.

DISCUSSION:

This project is to remove and replace the existing boat launch (which might require minor dredging and/or excavation) and add a four-foot-wide finger pier that is approximately 75 feet long to the south side of the boat launch.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2025 Tidelands funding for the Fairway Drive Boat Launch and Pier Project in the amount of \$250,000.

The City Council may:

1. Approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2025 Tidelands funding for the Fairway Drive Boat Launch and Pier Project, as presented; or
2. Not approve entering into a grant agreement with the Mississippi Department of Marine Resources (MDMR) for FY2025 Tidelands funding for the Fairway Drive Boat Launch and Pier Project.

ATTACHMENT(S):

1. Grant Agreement



STATE OF MISSISSIPPI

Tate Reeves

Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

October 28, 2024

Mayor Casey Vaughan
3330 Highway 90
Gautier, MS 39553

Re: Tidelands Grant Award – Fairway Drive Boat Launch and Pier

Dear Mayor Vaughan:

I am pleased to announce the City of Gautier has been awarded Public Trust Tidelands grants for the public access projects listed above by the Mississippi State Legislature. These awards were authorized during the 2024 Mississippi Legislative session. Please see attached grant agreement.

FY25- Fairway Drive Boat Launch and Pier- 250,000

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or Joe.Spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins (2024-10-31, 2024 09:29 CDT)

Joe Spraggins
Executive Director

cc: Brenda Greco

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES****Tidelands Grant Agreement****City of Gautier****FISCAL YEAR 2025**

City of Gautier hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1783 2024 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of \$ **250,000.00** for the Fairway Drive Boat Launch and Pier, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 and Form TTF-4 or Form TTF-5.

The **City of Gautier** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1783 2024 Regular Session Fairway Drive Boat Launch and Pier and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning January 30, 2025, and every six months thereafter for the duration of the project, using the attached form TTF-4. Project reports will include:

-Final project design and budget	- Description of Work Completed
-Benefits to the public and community	- Milestones for Completion
-Visual presentation (photographs) of project	- Funds expended (to include Tidelands and Matching Funds)
-Narrative description of project	
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2025 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources.”
- 5) To comply with the Stop Work Order Provisions listed below:
 1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

2. cancel the stop work order; or,
3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
4. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Gautier** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

Joe Spraggins
2024 Spraggins, 2024 09-28 007
 Joe Spraggins, Executive Director
 Department of Marine Resources

10/31/24

 Date

 Casey Vaughan, Mayor
 City of Gautier

 Date

City of Gautier- Fairway Dr. Boat Launch and Pier- FY25-Award-Grant Agreement-Binder1

Final Audit Report

2024-10-31

Created:	2024-10-29
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoWlnAWcPI1j1UEA1RxVehi1-uFr7Tm3

"City of Gautier- Fairway Dr. Boat Launch and Pier- FY25-Award-Grant Agreement-Binder1" History

-  Document created by Sonja Slater (sonja.slater@dmr.ms.gov)
2024-10-29 - 7:36:36 PM GMT
-  Document emailed to Joe spraggins (joe.spraggins@dmr.ms.gov) for signature
2024-10-29 - 7:36:42 PM GMT
-  Email viewed by Joe spraggins (joe.spraggins@dmr.ms.gov)
2024-10-31 - 2:29:11 PM GMT
-  Document e-signed by Joe spraggins (joe.spraggins@dmr.ms.gov)
Signature Date: 2024-10-31 - 2:29:27 PM GMT - Time Source: server
-  Agreement completed.
2024-10-31 - 2:29:27 PM GMT

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

ORDER NUMBER 725-2024

WHEREAS, the City of Gautier has requested bids for the San Lorenzo and Cypress Landing at Ferry Point streambank stabilization and debris/sediment removal NRCS (2021) NR244423XXXXC001; and

WHEREAS, on or before October 31, 2024, one bid was received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering performed a complete review of the bid and recommends awarding the contract to Brotherhood Service Company, LLC for the base bid of \$75,050 plus the add alternate bid of \$24,770 for a total amount of \$99,820.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Brotherhood Service Company, LLC, in an amount not to exceed \$99,820.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Brotherhood Service Company, LLC, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Brotherhood Service Company, LLC, for the San Lorenzo and Cypress Landing at Ferry Point streambank stabilization and debris/sediment removal NRCS (2021) NR244423XXXXC001 is hereby authorized and approved.

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

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

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: November 1, 2024
Subject: Authorization to Acknowledge Bids and Award Contract for San Lorenzon and Cypress Landing at Ferry Point streambank stabilization and debris /sediment removal NRCS (2021) NR244423XXXXC001

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of one qualified bid for the project and award the contract to Brotherhood Service Company, LLC for the base bid of \$75,050, plus the add alternate bid of \$24,770, in an amount of \$99,820.00.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on December 13, 2022, that it had received a total of \$104,362.50 in Emergency Watershed Protection Program grant funds for drainage work in two locations across the City. This is a 75/25 grant, and the estimated total project cost is \$126,500 (\$94,875 in federal funds and \$31,625 in local match). NRCS will also provide up to \$9,487.50 for technical assistance to aid with related engineering costs.

This project will include streambank stabilization and debris/sediment removal at Cypress Landing/Ferry Point Road and San Lorenzo with rip rap as an add alternate to the project.

DISCUSSION:

The one qualified bid for this project was received and opened on October 31, 2024. Seymour Engineering performed a complete review of the bid and recommends awarding the contract to Brotherhood Service Company, LLC for the base bid of \$75,050 plus the add alternate bid of \$24,770 for a total amount of \$99,820.00.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of one qualified bid for the San Lorenzon and Cypress Landing at Ferry Point streambank stabilization and debris /sediment removal project and award the contract to Brotherhood Service Company, LLC for the base bid of \$75,050 plus the add alternate bid of \$24,770 in an amount not to exceed \$99,820.00.

The City Council may:

1. Accept bids and authorize the award and execution of the contract, as presented; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation



MEMORANDUM

DATE: November 1, 2024

TO: Paula Yancey, City Manager
City of Gautier

FROM: Mark Seymour, P.E., President
Seymour Engineering, PLLC

SUBJECT: Acceptance Recommendation of Lowest and Best Bid
NRCS San Lorenzo & Ferry Point

Please be advised that bids for this project were accepted on October 31, 2024, at Gautier City Hall. Seymour Engineering has reviewed all bids received and recommends accepting the lowest and best bid from Brotherhood Service Company, LLC for the Base Bid + Add Alternative in the amount of \$99,820.00.

Seymour Engineering has done extensive research on the recommended Contractor and proposed subcontractors and have found them to be adequately qualified and capable of completing the work within the scope of this project.

Mark Seymour, P.E., President
Seymour Engineering, PLLC

Attachments/
Certified Bid Tabulation



Project: NRCS SAN LORENZO & FERRY POINTS
 Bid Opening: 1:00 P.M. October 31, 2024, Gautier City Hall



Contractor:				Brotherhood Service Company		SCI	
Address:				6826 Old 63 N		P.O BOX 7617	
City, State:				Lucedale, MS 39452		Gulfport, MS 39506	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	\$19,550.00	\$19,550.00	\$0.00	\$0.00
2	Traffic Control	LS	1	\$13,550.00	\$13,550.00	\$0.00	\$0.00
3	Hydroseed and Fertilize	SY	1000	\$8.00	\$8,000.00	\$0.00	\$0.00
4	Silt Fence	LF	400	\$7.50	\$3,000.00	\$0.00	\$0.00
5	Wattles (18" Diameter)	LF	200	\$14.50	\$2,900.00	\$0.00	\$0.00
6	Erosion Control Blanket	SY	400	\$8.00	\$3,200.00	\$0.00	\$0.00
7	Unclassified Excavation	CY	320	\$17.00	\$5,440.00	\$0.00	\$0.00
8	Removal of Debris(Vegetation, Debris, Trash, ect)	LF	2800	\$5.00	\$14,000.00	\$0.00	\$0.00
9	Plant Establishment	SY	40	\$54.00	\$2,160.00	\$0.00	\$0.00
10	Geotextile Fabric	SY	100	\$32.50	\$3,250.00	\$0.00	\$0.00
TOTAL BASE BID AMOUNT					\$75,050.00		\$0.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
A-1	200# Riprap	TON	30	\$217.00	\$6,510.00	\$0.00	\$0.00
A-2	Flowable Grout Slurry	CY	6	\$1,335.00	\$8,010.00	\$0.00	\$0.00
A-3	Reset 44"x27" RCP	EA	1	\$8,000.00	\$8,000.00	\$0.00	\$0.00
A-4	Limestone (Size 610)	CY	10	\$225.00	\$2,250.00	\$0.00	\$0.00
TOTAL ADD ALTERNATE #1 AMOUNT					\$24,770.00		\$0.00

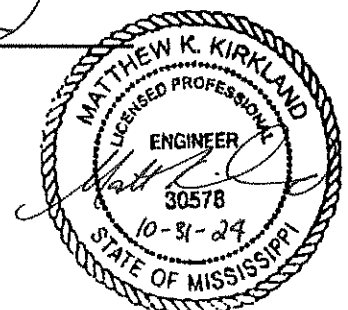
TOTAL BASE BID AMOUNT	\$75,050.00	\$0.00
TOTAL BASE BID AMOUNT + ADD ALTERNATE #1 AMOUNT	\$99,820.00	\$0.00

*No Bid Schedule
Submitted

** Mathematical error were found in the bid, and the amount shown shows the corrected amount!

I HAVE REVIEWED THESE BIDS AND HEREBY CERTIFY THAT THEY
ARE ACCURATE;

Matthew K. Kirkland



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

ORDER NUMBER 726-2024

WHEREAS, the Recreation Department has received several requests from travel teams needing a place to hold practices; and

WHEREAS, to that end, Staff recommends the City enter into the attached non-exclusive use agreement with Costal Elite 2017 Softball Organization in order for teams to hold practices on a routine basis at Gautier's Youth Baseball and Softball fields, including adjacent facilities at Buddy Davis Park; and

WHEREAS, Costal Elite 2017 Softball Organization will compensate the City at the rate of \$250 per team to include 1-3 practices weekly beginning November through May. Costal Elite will also help with maintenance, approved by the Parks and Recreation Department; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Non-Exclusive Use Agreement with Costal Elite 2017 Softball Organization for Gautier's Youth Baseball and Softball fields, including adjacent facilities at Buddy Davis Park, at the rate of \$250 per team to include 1-3 practices weekly beginning November through May, is hereby approved.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 11/13/2024
Subject: Approval of a Non-Exclusive Use Agreement for Buddy Davis Park

REQUEST:

The Parks and Recreation Director request the approval of a non-exclusive use agreement for the City of Gautier Youth Baseball and Softball Fields including adjacent facilities at Buddy Davis Park with Costal Elite 2017 Softball Organization

BACKGROUND:

The recreation department has received several requests from travel teams needing a place to hold practices. To better coordinate the use of fields, it will be beneficial to the recreation department to enter into a facility use agreements and require teams to provide a Certificate of Liability and list the city as the certificate holder so teams can hold practices on a routine basis. The practices will not affect the recreation departments activities.

DISCUSSION:

The City will grant Costal Elite 2017 Softball Organization non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with Costal Elite 2017 Softball Organization and is subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's Recreational facilities. Costal Elite 2017 Softball Organization Sports will compensate the city at a rate of \$250 per team to include 1-3 practices weekly beginning November- May. Costal Elite 2017 Softball Organization Sports will also help with field maintenance approved by the Parks and Recreation Department.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the Facility Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization

The City Council may:

1. Approve the Facility Use Agreement for Buddy Davis Park with Costal Elite 2017 Softball Organization.
- or;
2. Not approve the Facility Use Agreement for Buddy Davis Park with Costal Elite 2017 Softball Organization

ATTACHMENTS:

1. Certificate of Insurance- Costal Elite 2017
2. Facility Use Agreement Team Practice-Coastal Elite Nov.-May

CERTIFICATE OF INSURANCE

Issue Date: 8/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:

Edgewood Partners Ins. Center
License #0B29370
10877 White Rock Road, Suite #300
Rancho Cordova, CA 95670
USSSA@epicbrokers.com

INSURERS AFFORDING COVERAGE

INSURER A: Everest National Ins Co NAIC # 10120
INSURER B: Everest Reinsurance Company NAIC #26921

Insured:

United States Specialty Sports Association
5800 Stadium Parkway
Melbourne, FL 32940
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	Y	SI8GL01833-241	8/13/2024	8/12/2025	Each Occurrence \$1,000,000 Damage to Rented Premises(ea occ) \$1,000,000 Med Exp (any one person) \$ Excluded General Aggregate \$5,000,000 Personal and Adv Injury \$1,000,000 Products - Comp/OP Agg \$1,000,000 Participant Legal Liability \$1,000,000 Sexual Abuse & Molestation (Each Incident) \$1,000,000 Sexual Abuse & Molestation (Aggregate) \$2,000,000
A	Excess Liability			SI8EX01692-241	8/13/2024	8/12/2025	Each Occurrence \$1,000,000 Aggregate \$1,000,000
B	Participant Accident			18PA000039-241	8/13/2024	8/12/2025	AD&D \$ None Primary Medical \$ None Excess Medical \$100,000 Weekly Indemnity \$ None

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Coverage includes amateur play and practice in the insured sport for : Coastal Elite 2017-Collins FPGirls7U - (2025-9256403203889)
When required by written contract, Certificate Holder is included as additional insured with primary coverage and waiver of subrogation as respects to General Liability.*\$500.00 Deductible for excess medical

Certificate Holder:

Coverage Effective Date: 8/13/2024

The City Of Gautier
3300 Highway 90
Gautier, MS 39553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-511335

Authorized Representatives:



CERTIFICATE OF INSURANCE

Issue Date: 8/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
Edgewood Partners Ins. Center
License #0B29370
10877 White Rock Road, Suite #300
Rancho Cordova, CA 95670
USSSA@epicbrokers.com

INSURERS AFFORDING COVERAGE

INSURER A: Everest National Ins Co NAIC # 10120
INSURER B: Everest Reinsurance Company NAIC #26921

Insured:
United States Specialty Sports Association
5800 Stadium Parkway
Melbourne, FL 32940
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	Y	SI8GL01833-241	8/13/2024	8/12/2025	Each Occurrence \$1,000,000 Damage to Rented Premises (ea occ) \$1,000,000 Med Exp (any one person) \$ Excluded General Aggregate \$5,000,000 Personal and Adv Injury \$1,000,000 Products - Comp/OP Agg \$1,000,000 Participant Legal Liability \$1,000,000 Sexual Abuse & Molestation (Each Incident) \$1,000,000 Sexual Abuse & Molestation (Aggregate) \$2,000,000
A	Excess Liability			SI8EX01692-241	8/13/2024	8/12/2025	Each Occurrence \$1,000,000 Aggregate \$1,000,000
B	Participant Accident			1BPA000039-241	8/13/2024	8/12/2025	AD&D \$ None Primary Medical \$ None Excess Medical \$100,000 Weekly Indemnity \$ None

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Coverage includes amateur play and practice in the insured sport for : Coastal Elite 2017-Collins FPGirls7U - [2025-9256403203880]

When required by written contract, Certificate Holder is included as additional insured with primary coverage and waiver of subrogation as respects to General Liability.*\$500.00 Deductible for excess medical

Certificate Holder:

Coverage Effective Date: 8/13/2024

Coastal Elite 2017-Collins
Darren Collins
3801 melton dr
PASCAGOULA MS 39581

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Certificate # USSSA-511335

Authorized Representatives:



CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553
(228) 497-8000 FAX (228) 497-8028
MON – FRI 8:00AM - 5:00PM

**NON-EXCLUSIVE USE AGREEMENT FOR THE CITY OF GAUTIER YOUTH BASEBALL AND
SOFTBALL FIELDS INCLUDING ADJACENT FACILITIES**

This Non-Exclusive Use Agreement (hereinafter "Agreement") made and entered into this date by and between the City of Gautier, (hereinafter referred to as "City") and Darren Collins (President), on behalf of the Coastal Elite 2017 (hereinafter referred to as "User" or "League")

WITNESSETH:

For and in consideration of the mutual terms and conditions hereinafter set forth, City does hereby agree to allow the non-exclusive use of the above Ballfields and Complex for the Coastal Elite 2017, Filed 2, on Mondays, Wednesdays, Thursdays, (Year): November 2024- May 2025

Team Name, Field Number, Day of the Week.

1. Premises:

The City grants unto the User the non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with Extra Innings Organization and is subject to the terms and conditions hereinafter set forth, in addition to the rules and regulations governing the City's Recreational facilities. Extra Innings Organization will compensate the city at a rate of \$250 per team to include 1-2 practices weekly beginning August-January. Extra Innings Organization Sports will also help with field maintenance approved by the Parks and Recreation Department.

2. Use and Possession:

- A. User shall use the Facilities for the purpose of conducting League practices only.
- B. No other use is authorized without the written approval of the City Recreation Department.
- C. Under the terms of the Agreement, the User is and shall be at all times be an independent operator responsible to all parties for all its acts or omissions.
- D. The City and/or its designated agents shall have the right to enter and inspect the Facilities at all times.

3. **Repairs:**

- A. User shall immediately report to the Parks & Recreation Department any and all repairs needed on restrooms and playing fields.
- B. City shall mow, weed eat the fields, and provide facilities maintenance.
- C. Any leaks, stoppage of toilets or any other maintenance issue that needs immediate attention must be immediately reported to the Recreation Department. The League or any of its managers or Coaches shall not let maintenance issues go unreported when observed. The League shall be responsible for appointing someone to check the restrooms at the end of the night of practice prior to leaving.

4. **Fields:**

- A. User shall manage the use of the fields in a reasonable and prudent manner to ensure maximum safety.
- B. User shall be responsible for inspection of the fields for safety prior to use and or shall be responsible insuring no unsafe objects are on top of the fields prior to use.
- C. User will pick up litter and keep area clean within the complex. (Note: grass will not be cut if litter is on the ground).

5. **Complex Rules:**

- A. No alcoholic beverages allowed on property; zero tolerance.
- B. No tobacco products allowed within fenced facilities; zero tolerance.
- C. No weapons or guns allowed on property; zero tolerance (Section 8.C. shall not apply to any law enforcement officer).
- D. No golfing of any kind.
- E. No unauthorized vehicles allowed inside gate unless written permission is obtained from the Recreation Department.
- F. Coaches/Managers are responsible for their team practice/training sessions. Coaches/Managers are responsible for cleaning up after every practice. Picking up trash, empty drink containers, etc. are included in these responsibilities. Trash generated by the League must be placed in trash can receptacles.
- G. All Coaches/Managers/Teams using complex after dusk are responsible for turning off lights before leaving. The League is required to lock and secure the restrooms after conclusion of use each night.

- H. All complexes close at 10:00 p.m. Anyone on property after this time, unless authorized, will be considered trespassing.

6. League Requirements:

- A. It shall be the responsibility of all leagues officers to inform the Recreation Department of all problems occurring on the premises.
- B. The League must submit a written plan to the Recreation Department for approval in advance of any event at which the League desires to charge admission to attendees. No admission fees will be allowed without prior written approval of the Recreation Department.
- C. The League shall observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the League's operations under this Agreement.

7. Documentation Requirements:

- A. User shall provide to the Parks and Recreation Department a copy of their Liability Insurance Certificate with the CITY OF GAUTIER, 3330 HIGHWAY 90, GAUTIER, MS 39553, listed as additional insured. If proof of insurance is not submitted prior to the first practice of the season, practice or games will not be permitted until proof of insurance is received. **NO EXCEPTIONS.**

8. Hold Harmless:

- A. User will indemnify, defend, and hold the City of Gautier harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the Facilities by the User or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by laws as set forth in Miss. Code Ann. § 11-46-1, et seq.

IN WITNESS WHEREOF, the Owner and User have executed this Agreement on the _____ day of _____, _____.

USER:

CITY OF GAUTIER

CITY MANAGER

PRINT NAME AND TITLE

PRINT NAME

PRINT LEAGUE NAME

SEASON : _____ (YEAR)

LEAGUE PRESIDENT: _____

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

**RESOLUTION APPROVING SPONSORSHIP OF GAUTIER ROTARY CLUB
CHRISTMAS PARADE TO BE HELD ON DECEMBER 7, 2024**

RESOLUTION NUMBER 173-2024

WHEREAS, the Gautier Rotary Club has requested that the City sponsor its annual Christmas Parade to be held on December 7, 2024; and

WHEREAS, the sponsorship includes assistance cleaning up following the event, and placement of City barricades and other City amenities, as indicated in the attached request; and

WHEREAS, in exchange for this sponsorship, the City receives advertisement of its resources, and the Gautier Police and Fire Departments are permitted to participate in the parade; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

BE IT THEREFORE RESOLVED THAT, the sponsorship of the Gautier Rotary Club Christmas Parade is hereby authorized.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of November 19, 2024.

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

**RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES
AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT SUBMITTED BY
THE GAUTIER ROTARY CLUB FOR A CHRISTMAS PARADE**

RESOLUTION NUMBER 174-2024

WHEREAS, the Gautier Rotary Club has made a request for road closures as fully described in an application for special permit; and

WHEREAS, the purpose of the road closure is to conduct the 2024 Gautier Rotary Club Christmas Parade; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Rotary Club, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closures as fully described in an application for the special permit is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

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

The motion to approve the foregoing resolution was made by Councilman Colledge, seconded by Councilman Gollott, and the following vote was recorded:

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

NAYS: None

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **19th** day of November, 2024.

MAYOR

ATTEST:

CITY CLERK

Councilman Jackson made the motion to adjourn until December 3, 2024 at 6:30pm.
Councilman Gollott seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of December 17, 2024.

Tuesday
December 3, 2024
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held December 3, 2024 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Council Members Adam Colledge, Cameron George, Richard Jackson, Gordon Gollott, and Dante Elbin. Also present were Emily Cumbest, Deputy City Clerk; Josh Danos, City Attorney and other concerned citizens. Those absent were Councilman Rusty Anderson, and Teresa Montgomery, City Clerk. Present by teleconference was Mayor Casey Vaughan.

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	☐	MOTION COUNCIL	☐	VOTE
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☐		(3 MINUTES PER PERSON)	☐	DISCUSSION/QUESTIONS	☐	
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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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

4. **Approval of the Docket of Claims**

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

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

1. **Receive October 2024 Privilege License Reports**
2. **Authorization to close City Administration offices on 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

Councilman-At-Large Colledge called the Meeting to order at 6:30pm.

Councilman Gollott made the motion to approve the agenda order with the following revision:

1. Add Business Agenda Item 5 – Discuss Municipal Judge Position
2. Add to Announcements – The Sounds of Christmas, featuring Chapel Hart, will be at the Sound Amphitheater on December 23, 2024 at 7pm.

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

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.
 3. The Sounds of Christmas, featuring Chapel Hart, will be at the Sound Amphitheater on December 23, 2024 at 7pm.
-

Presentation

1. MS4 Storm Water Update Presentation with Jay Estes
-

Mayor Casey Vaughan arrived at the meeting at 6:42pm.

The background of the top half of the poster is decorated with several Christmas ornaments. On the left, there are two round ornaments; the bottom one features a silhouette of a bayou with a bird and the text 'GAUTIER MISSISSIPPI'. To the right, there are two more round ornaments, one with a star pattern and another with a snowflake pattern. Below these are two gift boxes and a small Christmas tree. The main title 'CITY OF GAUTIER'S ANNUAL' is centered at the top in a bold, sans-serif font.

**CITY OF
GAUTIER'S
ANNUAL**

A small sprig of holly leaves is positioned to the left of the word 'Lagniappe'.

**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

Councilman Colledge recused himself from the consideration of Business Agenda Item One and Business Agenda Item Two at 6:46pm.

Councilman Gollott made the motion to approve an amendment to the Preliminary Plat approval of a Development Order for Legacy Park located at 4416 Highway 57, Gautier, MS (PID#82430100.050). Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 727-2024

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

AYES: Casey Vaughan
Cameron George
Richard Jackson
Gordon Gollott
Dante Elbin

NAYS: None

ABSENT: Adam Colledge
Rusty Anderson

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 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 $\frac{1}{4}$ 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@croberdsgc.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

The site plan illustrates the layout of a 100-unit multi-family development, divided into five phases. The development is situated along 10th Avenue, with a stormwater pond located to the east. The plan includes the following details:

- Phases and Lots:**
 - Phase 1:** Located in the southeast corner, containing Lot 1 (3.58± Acres).
 - Phase 2:** Located in the southwest corner, containing Lot 2.
 - Phase 3:** Located in the southwest corner, containing Lot 3 (10.34± Acres).
 - Phase 4:** Located in the northeast corner, containing Lot 4 (0.84± Acres) and Lot 9 (0.85± Acres).
 - Phase 5:** Located in the center, containing Lot 5 (1.10± Acres), Lot 6 (1.15± Acres), Lot 7 (0.93± Acres), and Lot 8 (1.70± Acres).
- Common Areas:** Several common areas are designated throughout the site, including a large common area in the northeast corner and smaller common areas between the phases.
- Stormwater Pond:** A large stormwater pond is located in the northeast corner, adjacent to Phase 4.
- Wetland Avoidance:** A wetland avoidance area is shown in the northwest corner, adjacent to the 10th Avenue right-of-way.
- Access and Easements:** The plan shows access roads, easements, and utility lines. A specific easement for the "10th Avenue" is noted in the northwest corner.
- Survey Data:** The plan includes various survey measurements, such as bearings and distances, and a north arrow pointing towards the top of the page.

EXHIBIT B

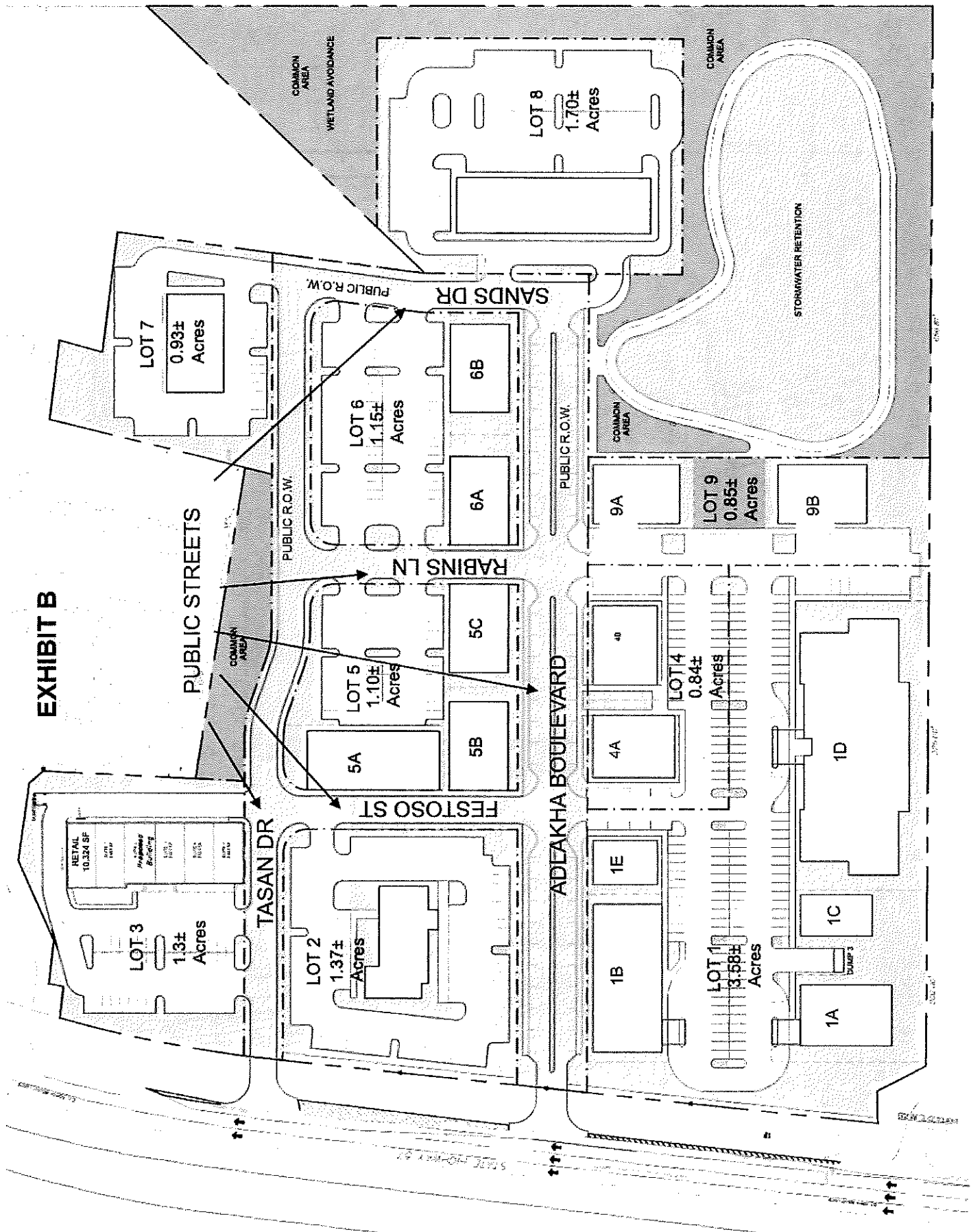
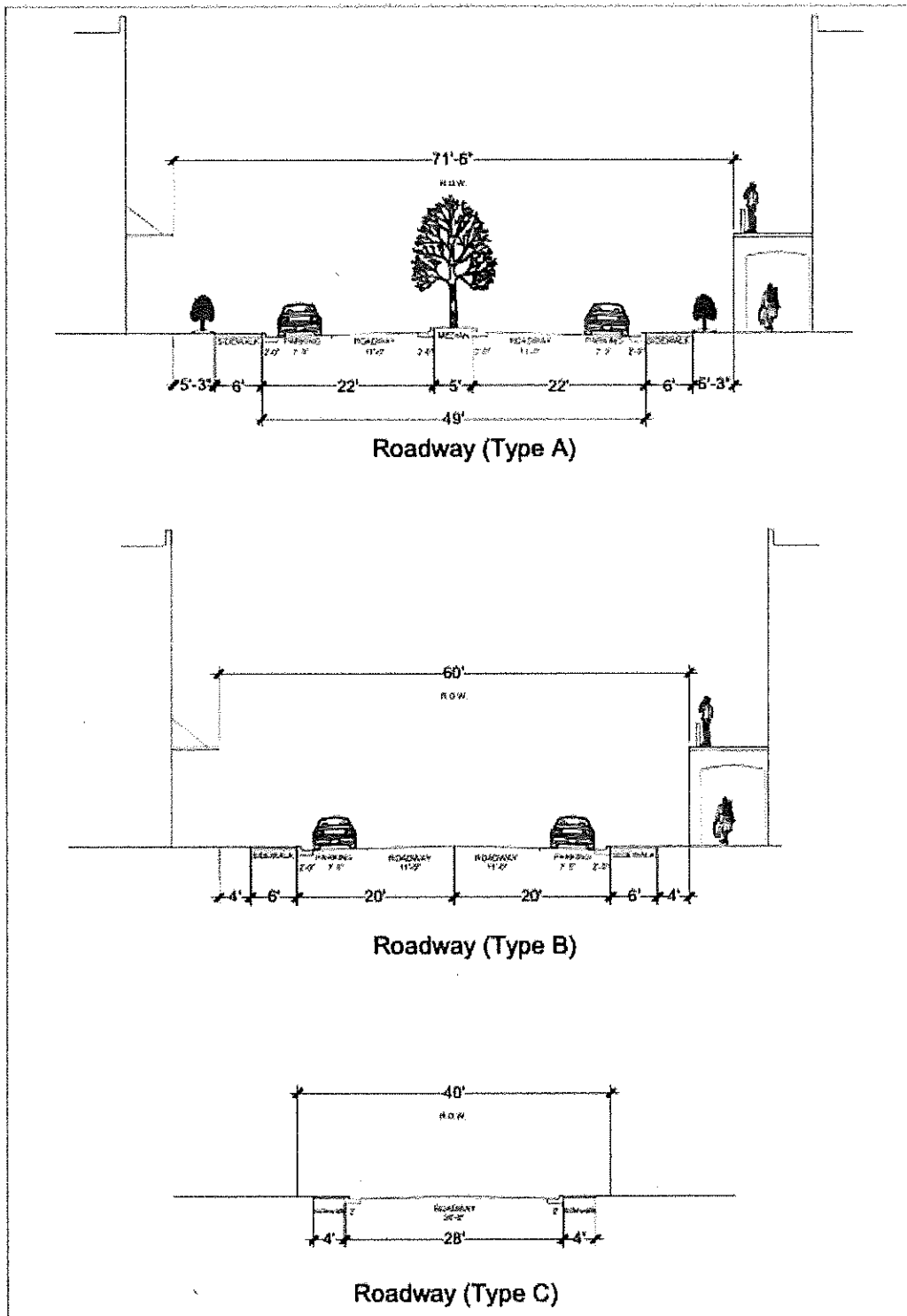


EXHIBIT C



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,

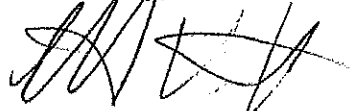
We have been asked to provide confirmation of the ownership structure of those entities with a legal and/or equitable interest in Legacy Park, a Planned Unit Development by ATM Holdings, LLC in Gautier, Mississippi.

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 16 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.

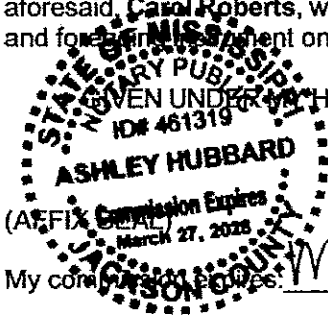
 EVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 16 day of May, 2024.
A. Hubbard
NOTARY PUBLIC
My commission expires: MARCH 27, 2028

Exhibit "A"

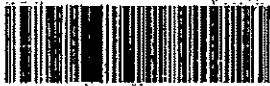
Legal Description

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"W 1081.81 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 $\frac{1}{2}$ " iron pipe found lying on the East margin of State Highway 57; thence along said East margin N06°02'21"E 641.78 feet to a damaged concrete monument found; thence further along said East margin along a curve to the right having a radius of 1247.20 feet, an arc length of 204.42 feet and a chord bearing and distance of N11°21'35"E 204.19 feet to a $\frac{1}{2}$ " iron rod found lying at the Southwest corner of property now or formerly of A-Strategy X LLC, being described in Deed Book 2069 at Page 244; thence along the South line of said A-Strategy X LLC property S83°25'38"E 32.35 feet to a $\frac{1}{2}$ " iron rod found; thence continue along said South line N10°30'21"E 15.08 feet to a $\frac{1}{2}$ " iron rod found; thence continue S83°19'20"E 44.61 feet to a $\frac{1}{2}$ " iron rod found; thence continue N65°54'09"E 89.57 feet to a $\frac{1}{2}$ " iron rod found; thence continue S81°33'58"E 79.56 feet to a $\frac{1}{2}$ " iron rod found; thence continue S41°18'04"E 18.79 feet to a $\frac{1}{2}$ " iron rod found; thence S02°48'29"W 155.18 feet to a $\frac{1}{2}$ " iron rod found; thence continue S80°48'16"E 321.74 feet to a $\frac{1}{2}$ " iron rod found with cap stamped "COA 29046"; thence continue N13°49'19"E 205.26 feet to a $\frac{1}{2}$ " iron rod found; thence continue S82°56'55"E 81.58 feet to a $\frac{1}{2}$ " iron rod found; thence continue S15°22'55"W 45.60 feet to a $\frac{1}{2}$ " iron rod found; thence continue S82°49'26"E 123.38 feet to a $\frac{1}{2}$ " iron rod found; thence continue S07°37'29"W 318.05 feet to a $\frac{1}{2}$ " iron rod found with cap stamped "Vickery"; thence continue N43°41'57"E 394.86 feet to the Point of Beginning. Containing 19.84 acres, more or less.

STATE OF MISSISSIPPI

CERTIFICATION OF VITAL RECORD

EXHIBIT "B"



SCY-3926158-1-1



FILING DATE 05/06/2024		STATE FILE NUMBER 123-2024-011422	
CERTIFICATE OF DEATH STATE OF MISSISSIPPI			
1. DECEASED'S LEGAL NAME (First, Middle, Last, Suffix) CHARLES HOWARD ROBERTS III		2. SEX MALE	3. HOUR OF DEATH 04:44
4. DATE OF DEATH (Month, Day, Year) 05/03/2024			
5. RACE (Check one or more races to indicate what the decedent estimated 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) _____			
6. AGE AT LAST BIRTHDAY 68	7. ONLY IF UNDER 1 YEAR 6a. MONTH 05 6b. DAY 03 6c. YEAR 1956	8. DATE OF BIRTH (Month, Day, Year) 02/04/1956	9. BIRTH PLACE (State or Foreign Country) JAPAN
10. PLACE OF DEATH (Check only one box) 10a. ☒ Inpatient ☐ Outpatient ☐ D.O.A. ☐ Hospice facility ☐ Nursing home/long-term care facility ☐ Decedent's home ☐ Other (Specify) _____ 10b. ☐ Death occurred in a hospital ☐ Death occurred somewhere other than a hospital			
11. FACILITY NAME (If not a facility, give street address, room number or other location) OCEAN SPRINGS HOSPITAL (000)		12. CITY, TOWN OR LOCATION OF DEATH OCEAN SPRINGS	13. ZIP CODE 39564
14. COUNTY OF DEATH JACKSON			
15. DECEASED'S EDUCATION (Check the box that best describes the highest degree or level of school completed at time of death) ☐ 8th grade or less ☐ 9th - 11th 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, BSW) ☐ Master's degree (e.g., MA, MS, MEd, MDiv, MBA) ☐ Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LL.M., J.D.) ☐ Unknown			
16. MARITAL STATUS AT TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		17. SURVIVING SPOUSE (Give legal name prior to first marriage) CAROL MORGAN	
18. WAS DECEASED EVER IN U.S. ARMED FORCES (Yes or No) NO			
19. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino. ☐ Yes, not Spanish/Hispanic/Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, Other Spanish/Hispanic/Latino (Specify) _____			
20. SOCIAL SECURITY NUMBER 425-02-9941	21. USUAL OCCUPATION (Kind of work done most of working life) TRUCK DRIVER		22. KIND OF BUSINESS OR INDUSTRY TRANSPORTATION
23. RESIDENCE STATE MISSISSIPPI	24. COUNTY JACKSON	25. CITY OR TOWN OCEAN SPRINGS	26. ZIP CODE 39564
27. STREET AND NUMBER OR RURAL LOCATION (List both apartment number) 4507 RADIO ROAD		28. INSIDE CITY LIMITS (Yes or No) YES	
29. FATHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) CHARLES HOWARD ROBERTS JR		30. MOTHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) TILLIE DAVIS	
31. INFORMANT - NAME (Type or print) CAROL ROBERTS		32. RELATIONSHIP TO DECEASED WIFE	
33. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4507 RADIO ROAD, OCEAN SPRINGS, MS 39564		34. FEDERAL DIRECTOR'S SIGNATURE AND LICENSE NUMBER ELECTRONICALLY SIGNED BY DAVID F. STANLEY FD-9934	
35. DISPOSITION OF BODY (Specify Burial, Cremation, Removal, or Other) CREMATION BURIAL		36. CEMETERY/CREMATORIUM - NAME CREMATION MEMORIAL PARK	
37. LOCATION (City and State) OCEAN SPRINGS, MS		38. FUNERAL DIRECTOR'S SIGNATURE AND LICENSE NUMBER ELECTRONICALLY SIGNED BY DAVID F. STANLEY FD-9934	
39. FUNERAL HOME (If not a funeral home, specify location) BRADFORD O. KESPEL FUNERAL HOME (000)		40. FUNERAL HOME (If not a funeral home, specify location) FE-46	
41. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 675 HOWARD AVENUE, BILOXI, MS 39530		42. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) ON 05/03/2024 AT 04:44	
43. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) ANNE WATSON MD		44. PRONOUNCED DEAD (Month, Day, Year) ON 05/03/2024 AT 04:44	
45. NAME OF CERTIFIER (Type or print) BRUCE A. LYND JR		46. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4600 LT EUGENE J MAJURE DR, PASCAGOULA, MS 39581	
47. SIGNATURE OF CERTIFIER BRUCE A. LYND JR, CMEI		48. SIGNATURE OF CORONER BRUCE A. LYND JR, CMEI	
49. DATE SIGNED (Month, Day, Year) 05/06/2024		50. DATE SIGNED (Month, Day, Year) 05/06/2024	
51. CAUSE OF DEATH PART I: Enter the chain of events - illnesses, injuries, or complications - that directly caused the death. DO NOT write terminal events such as cardiac arrest, shock or heart failure without showing the etiology. Use only one cause on each line. DO NOT USE ABBREVIATIONS. 51a. IMMEDIATE CAUSE (final disease or condition resulting in death) ST-ELEVATION MYOCARDIAL INFARCTION 51b. INTERMEDIATE CAUSE (disease or injury that preceded the immediate cause) DUE TO, OR AS A CONSEQUENCE OF, CORONARY ARTERY DISEASE 51c. UNDERLYING CAUSE (disease or injury that initiated the chain of events leading to death) DUE TO, OR AS A CONSEQUENCE OF, (Enter one cause only)			
52. 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			
53. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☐ No ☐ Unknown			
54. IF FEMALE, NOT pregnant within the past year ☐ Pregnant at the time of death ☐ Not pregnant, BUT PREGNANT WITHIN 42 DAYS OF DEATH ☐ Unknown or pregnant within the past year ☐			
55. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION OR UNDETERMINED (Specify) ☐ Transportation Injury Recode ☐ Drowning ☐ Poisoning ☐ Fire ☐ Other (Specify) _____			
56. DATE OF INJURY (Month, Day, Year) 05/03/2024		57. TIME OF INJURY 04:44	
58. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED HEART ATTACK			
59. INJURY AT WORK (Yes or No) NO		60. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) HOME	
61. LOCATION (Street or house number) 4507 RADIO ROAD		62. CITY OR TOWN OCEAN SPRINGS	

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 Rcpt#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 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

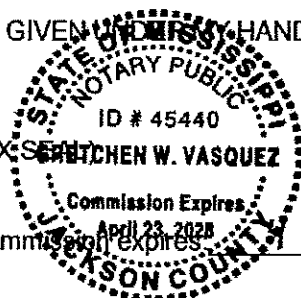
STATE OF MISSISSIPPI
COUNTY OF JACKSON

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 24th day of May, 2024.

(AFFIX SEAL)

My commission expires



Shelton W. Vasquez
NOTARY PUBLIC

-23-28

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 *

FILED DATE 05/06/2024

CERTIFICATE OF DEATH

STATE OF MISSISSIPPI

STATE FILE 123-2024-011422

1. DECEASED'S LEGAL NAME (Print, Male, Last, First) CHARLES HOWARD ROBERTS III		2. GENDER MALE	3. HOUR OF DEATH 04:44	3A. DATE OF DEATH (Month, Day, Year) 05/01/2024
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 ☐ Alaska Native ☐ Guamanian or Chamorro ☐ Other Asian (Specify) _____ ☐ Other Pacific Islander (Specify) _____ ☐ Other (Specify) _____				
5. AGE AT LAST BIRTHDAY 68	6. DATE OF BIRTH (Month, Day, Year) 02/04/1956	7. BIRTH PLACE (State or Foreign Country) JAPAN		
8. PLACE OF DEATH ☐ Inpatient ☐ Outpatient ☐ DOA ☐ Hospice facility ☐ Nursing Home/Long-term care facility ☐ Decedent's home ☐ Other (Specify) _____				
9. FACILITY NAME (If a facility, give street address, route number, or other location) OCEAN SPRINGS HOSPITAL (300)				
10. DECEASED'S EDUCATION (Check the box that best describes the highest grade or level of school completed at time of death) ☐ 8th 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, BSc) ☐ Master's degree (e.g., MA, MS, MEd, MDiv, MHA) ☐ 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 CAROL MORGAN		
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. DECEASED OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is of Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino. ☐ Yes, not Spanish/Hispanic/Latino ☐ Yes, Mexican ☐ Yes, Mexican American ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, Other Spanish/Hispanic/Latino, (Specify) _____				
15. SOCIAL SECURITY NUMBER 425-02-9941		16. USUAL OCCUPATION (Kind of work done at time of death) TRUCK DRIVER		
17. RESIDENCE STATE MISSISSIPPI		18. KIND OF BUSINESS OR INDUSTRY TRANSPORTATION		
19. CITY OR TOWN JACKSON		20. STREET AND NUMBER OR RURAL LOCATION (Include apartment number) 4507 RADIO ROAD		
21. ZIP CODE 39264		22. COUNTY OF DEATH JACKSON		
23. FATHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (Print, Male, Last, First) CHARLES HOWARD ROBERTS JR				
24. MOTHER'S OR PARENT'S NAME PRIOR TO FIRST MARRIAGE (Print, Male, Last, First) TILLIE DAVIS				
25. INFORMANT - NAME (Type or print) CAROL ROBERTS		26. RELATIONSHIP TO DECEASED WIFE		
27. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4507 RADIO ROAD, OCEAN SPRINGS, MS 39264		28. FUNERAL DIRECTOR, SIGNATURE AND LICENSE NUMBER DAVID P. STANLEY FD-9934		
29. DISPOSITION OF BODY (Specify Burial, Cremation, Reinterment) CREMATION BURIAL		30. CREMATIONATORY - NAME CREMATION BURIAL		
31. LOCATION (City and State) OCEAN SPRINGS, MS		32. FUNERAL HOME LICENSE NUMBER FE-46		
33. FUNERAL HOME (If not the same as funeral home prior to disposition) BRADFORD O'KEEFE FUNERAL HOME BILLOXI (408)		34. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 675 HOWARD AVENUE, BILLOXI, MS 39530		
35. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) ANNE WATSON MD		36. PRONOUNCED DEAD (Month, Day, Year) ON 05/05/2024 AT 04:44		
37. NAME OF CERTIFIER (Type or print) BRUCE A. LYND JR		38. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 4600 LT. GENE J. MAJURE DRIVE PASADENA, MS 39281		
39. SIGNATURE BRUCE A. LYND JR, CMPI		40. TITLE JACKSON COUNTY CORONER		
41. DATE SIGNED (Month, Day, Year) 05/06/2024		42. STATE LICENSE NUMBER 05/06/2024		
43. CAUSE OF DEATH PART I - Enter the chain of events (disease, injury, or complication) 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) CORONARY ARTERY DISEASE (c) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) UNKNOWN (d) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)				
44. PART II - OTHER SIGNIFICANT CONDITIONS - Complications contributing to death but not resulting in the underlying cause given in Part I. DM, GERD, HYPERLIPIDEMIA, HTN, HX OF MI				
45. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☐ No ☐ Unknown				
46. IF FEMALE, NOT pregnant within the past year ☐ Pregnant at the time of death ☐ No (pregnant, BUT PREGNANT WITHIN 42 DAYS OF DEATH) ☐ No ☐ Unknown				
47. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION OR UNDETERMINED (Specify) ☐ No ☐ Yes ☐ Pending ☐ Pending ☐ Other (Specify) _____				
48. IF TRANSPORTATION INJURY, SPECIFY ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____				
49. INJURY AT WORK (Yes or No) NO				
50. PLACE OF INJURY (If not home, farm, store, factory, (How building, etc.) NO				
51. LOCATION NO				

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

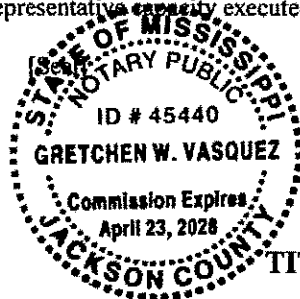
[Signature page to follow.]

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

Councilman Gollott made the motion to approve the Final Plat for Phase 1 of Legacy Park, as presented, located at 4416 Highway 57, Gautier, MS. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 728-2024

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

AYES: Casey Vaughan
Cameron George
Richard Jackson
Gordon Gollott
Dante Elbin

NAYS: None

ABSENT: Adam Colledge
Rusty Anderson

MAYOR

ATTEST:

CITY CLERK

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

A SUBDIVISION SITUATED IN THE NORTHEAST 1/4 OF

[illegible]

X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE EXCEEDANCE

- 1.) JACKSON COUNTY OS HIGHWAY
AND TAX MAP CURRENT EDITION.
- 2.) INFORMATION PROVIDED BY CLIENT.
- 3.) LEGACY PARK SUBDIVISION PHASE 1
LAYOUT PROVIDED BY DENNIS STEFFEL
AND ASSOCIATES INC. (08/24)
- 4.) DEED BOOK 2167, PAGE 14.
- 5.) DEED BOOK 1890, PAGE 879.
- 6.) DEED BOOK 1819, PAGE 263.
- 7.) DEED BOOK 1860, PAGE 207.
- 8.) DEED BOOK 1248, PAGE 311.
- 9.) DEED BOOK 2092, PAGE 244.
- 10.) DEED BOOK 1588, PAGE 568.

DED = DED DIMENSION
 PRIOR = PRIOR SURVEY
 PLAT = PLATTED DIMENSION
 C.C. = CENTERLINE
 P.O.L. = POINT ON LINE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 R.O.W. = RIGHT-OF-WAY
 100'00"00 E. 435.00' = ACTUAL
 FIELD MEASUREMENT

DATE: OCTOBER 10, 2024
TOPCON HYPERLY WAS
USED FOR OBSERVATION

STATE PLANE COORDINATE
SPC (2307.44 42.42)
129328.37
1020342.44
00721.29.70
0.89965151
0.55926476
US NATIONAL GRID DESIGNATOR
18RUC1234105016 (NAD 83)
UTM LETTER = J (230603.11) UTM SURVEY (FST)

TOP SECRET

SCALE: 1" = 50'

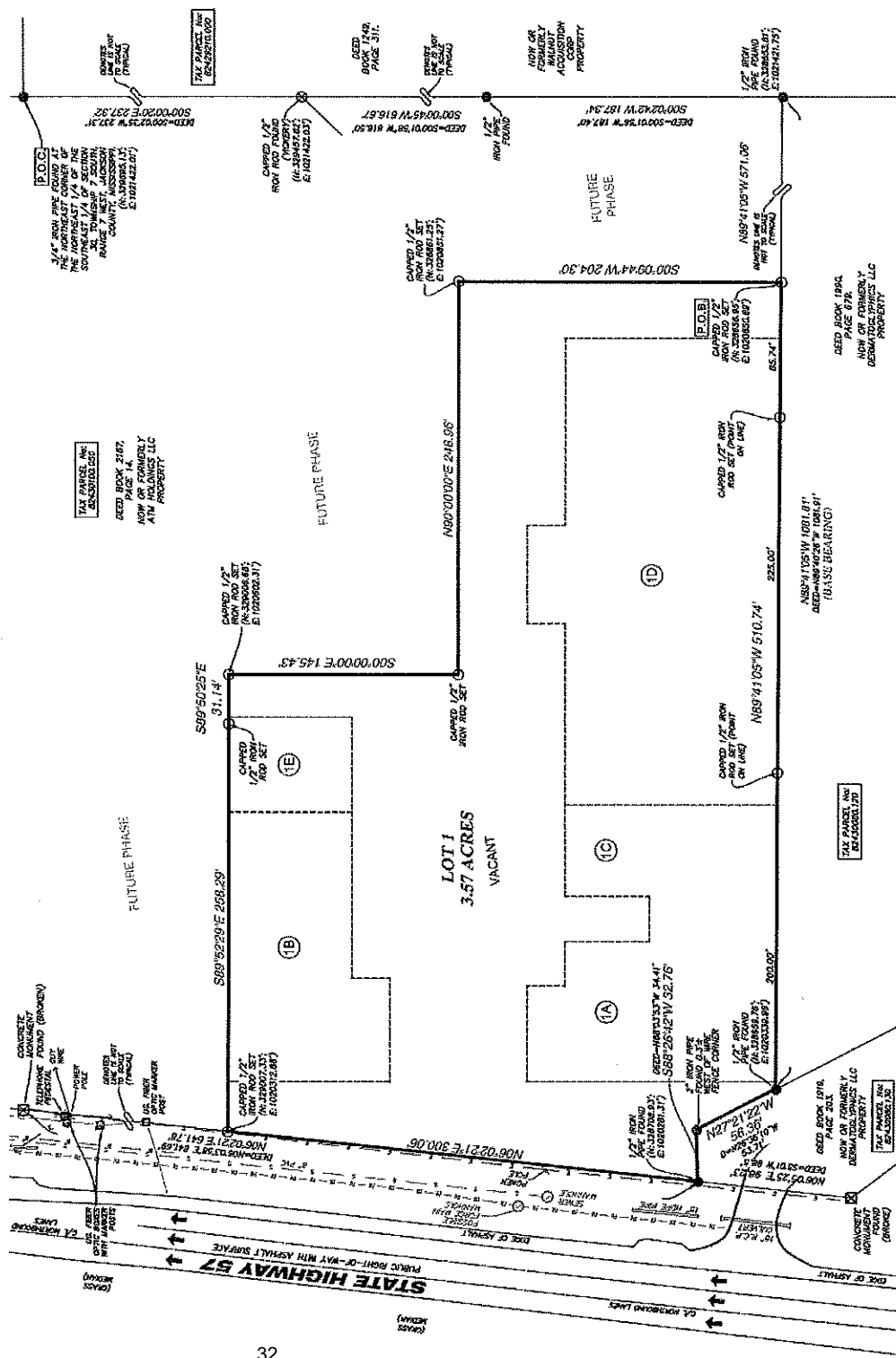
**BEARING REFERENCE:
GRID NORTH BY GPS
OBSERVATION**
NAD83(2011)
(EPOCH:2010.00000)

(RPF) IRON ROD FOUND
 (RPS) IRON ROD SET (CAPT'D)
 (RPF) IRON PIPE FOUND
 (CAPT) CONCRETE MOVEMENT FOR
 (REINFORCED ON THE OUTSIDE)

FOR MEMBERS

CLIENT: DR. SATJIT ADLAKHA
 PLAT OF LEGACY PARK SUBDIVISION, PHASE 1
 (PLANNED UNIT DEVELOPMENT)
 DATED: 11/11/2024
 DURAMNY BY: PTD
 PORTION OF PARCEL: 82430100.050
 DOWNGRADING: P241419 LEGACY PARK SUBD, PH 1
 CRO FILE: P181108
 SHEET 1 OF 2
 PREPARED BY:

PATRICK M. MARTINO, PLS
13010 KATLEIGH COVE
BILLOXI, MISSISSIPPI 38532
PHONE: 228-386-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR



PARCELS OF LAND IN LOCATED BY A C-3 HIGHWAY COMMERCIAL (WITH CALLED OVERLAY) DISTRICT ACCORDING TO THE CITY OF CHATEAU ZONING THEATRE.

NO SUBSEAL ADJUSTMENTS ARE PROVIDED ON LOTS OF SUB-PARCELS WITHIN LEGACY PARK, PHASE 1 WITH THE EXCEPTION OF A 40 SUBSEAL ALONG HIGHWAY 57. BUILDING OF CONSTRUCTION STANDARDS WILL BE BASED ON REQUIREMENTS OF THE CURRENT BUILDING CODE (40-200) IN FORCE AT THE OF PLANNING.

PLANNING AND UTILITIES FOR LOT 1 OF LEGACY PARK SUBDIVISION INCLUDED SHARED PLANNING AND UTILITIES FOR THE 2000-2001 PERIOD.

1) THE PROPOSED IS ASSUMED TO BE A PLANNED UNIT DEVELOPMENT (PUD). THIS IS CONSIDERED AN OVERLAY DISTRICT OF THE C-3 HIGHWAY COMMERCIAL DISTRICT.

THIS IS TO CERTIFY THAT AT&T HOLDINGS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY IS THE OWNER OF ALL THE LAND SHOWN ON THIS PLAT OF LEGACY BRICK SUBDIVISION, PHASE 1 (UNPAVED UNIT DEVELOPMENT) AND CERTIFIES THAT THIS PLAT WAS MADE AT HIS REQUEST AND ACCORDING TO THE DIRECTION OF THE UNDERSIGNED OWNER. ALL RIGHTS AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOREVER.

STATE OF MISSISSIPPI, COUNTY OF JACKSON

WITNESS MY SIGNATURE, THIS THE _____ DAY OF _____ 2024.

BY: _____
 DR. SAKET ADINHA, MANAGING MEMBER

STATE OF MISSISSIPPI, COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY OF _____, MISSISSIPPI, PERSONALLY APPEARED DR. SAIT AL-KHAYAT, A RESIDENT OF AIN HADJOUN, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE ABOVE AND FOREGOING CERTIFICATION OF THIS PLAT.

WITNESS MY SIGNATURE AND OFFICIAL SEAL ON THIS _____ DAY OF _____ 2024.

I, PATRICK M. MARTINO, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE BY ME AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

WITNESS MY SIGNATURE AND SEAL THIS DAY OF 2024

STATE OF MISSISSIPPI, COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY OF _____, STATE OF _____, MISSISSIPPI, PERSONALLY APPEARED THE AFORSAIDED, PATRICK W. MARTINO, ACKNOWLEDGED BEFORE ME THAT HE SIGNED AND DELIVERED THE FOREGOING CERTIFICATE ON THE DATE THEREIN WRITTEN AND FOR THE PURPOSE THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL ON THIS _____ DAY OF _____ 2024.

[illegible]

STATE OF MISSISSIPPI
COUNTY OF JACKSON

BOOK _____ PAGE _____
THE _____ DAY OF _____ 2024, SAID PROCEEDING BEING DULY RECORDED IN MINUTE _____

WITNESS OUR HAND AND THE OFFICIAL SEAL OF THE CITY OF GAUTIER, MISSISSIPPI THIS 20TH DAY OF _____ 2024.

STATE OF MISSISSIPPI, COUNTY OF JACKSON

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT WE HAVE EACH COMPARED THIS RECORDED PLAT WITH THE ORIGINAL PLAT OF LEGACY PARK SUBDIVISION, PHASE I, (PLANNED UNIT DEVELOPMENT), AND THAT WE FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF AND OF THE WHOLE SAID PLAT.

IN WITNESS OUR SIGNATURES AND OFFICIAL SEAL ON THIS _____ DAY OF _____, 2024.

STATE OF MISSISSIPPI
COUNTY OF JACKSON

FINAL APPROVAL OF FLAT BY THE CITY OF CAUTER CITY COUNCIL
THIS THE DAY OF 2024

STATE OF MISSISSIPPI
COUNTY OF JACKSON

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE AND RECORDED IN PLAT BOOK No. _____ AT PAGE No. _____ ON THE _____ DAY OF _____ 2024.

CHANCERY CLERK

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, T12N, R12E, S4E, PLAT 10, NEBRASKA, BEING PARTIALLY DESCRIBED AS FOLLOWS:

THE SURVEY PERFORMED BY PATRICK H. WATKINS, JR., DATED NOVEMBER 4, 2024 (SURVEY NO. 63.020117) [EPD00340.00000], CORD VALUES USING A SCALE FACTOR OF 0.98989151 AND A CONVERGENCE ANGLE OF 0070349.78" DETERMINED SPECIFICALLY FOR THIS PROJECT USING GRID BEARINGS DERIVED FROM STATIC SURVEY OBSERVATIONS FROM A BASE STATION LOCATED AT THE SOUTHWEST CORNER OF THE SECTION 20, T12N, R12E, S4E, PLAT 10, NEBRASKA, ALL LINES BEING PARTIALLY DESCRIBED AS FOLLOWS:

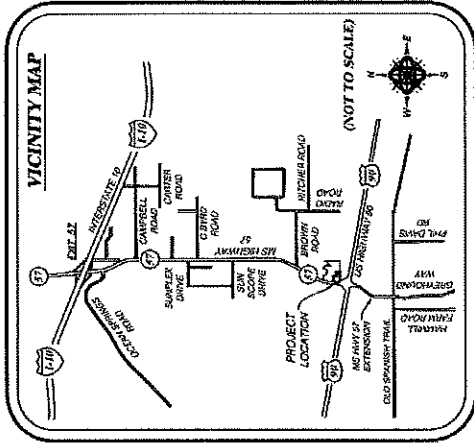
[illegible]

DR. SATJIT ADLAKHA
PLAT OF LEGACY PARK SUBDIVISION
(PLANNED UNIT DEVELOPMENT)

DRAFTED: 11/11/2024
DRAWN BY: PTPD
PORTION OF PARCEL: 82430100.D50
DRAWING: P241419 LEGACY PARK SU
CRO FILE: P181108

SHEET 2 OF 2

PATRICK M. MARTINO, PLS
13019 KATLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-386-2263
EMAIL: PMARTINO@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR



Councilman Colledge returned to the council chambers at 6:50pm.

Councilman Colledge made the motion to approve the abatement, as presented, located at 7313 Martin Bluff Road, Gautier, MS, and assess a penalty to the property in the amount of \$1500.00 or 50% of the actual cost of cleaning the property, whichever is more. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 729-2024

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 assessed to the property in the amount of \$1500.00 or 50% of the actual cost of cleaning the property, whichever is more.

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

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

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

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

NAYS: None

ABSENT: Rusty Anderson

MAYOR

ATTEST:

CITY CLERK

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

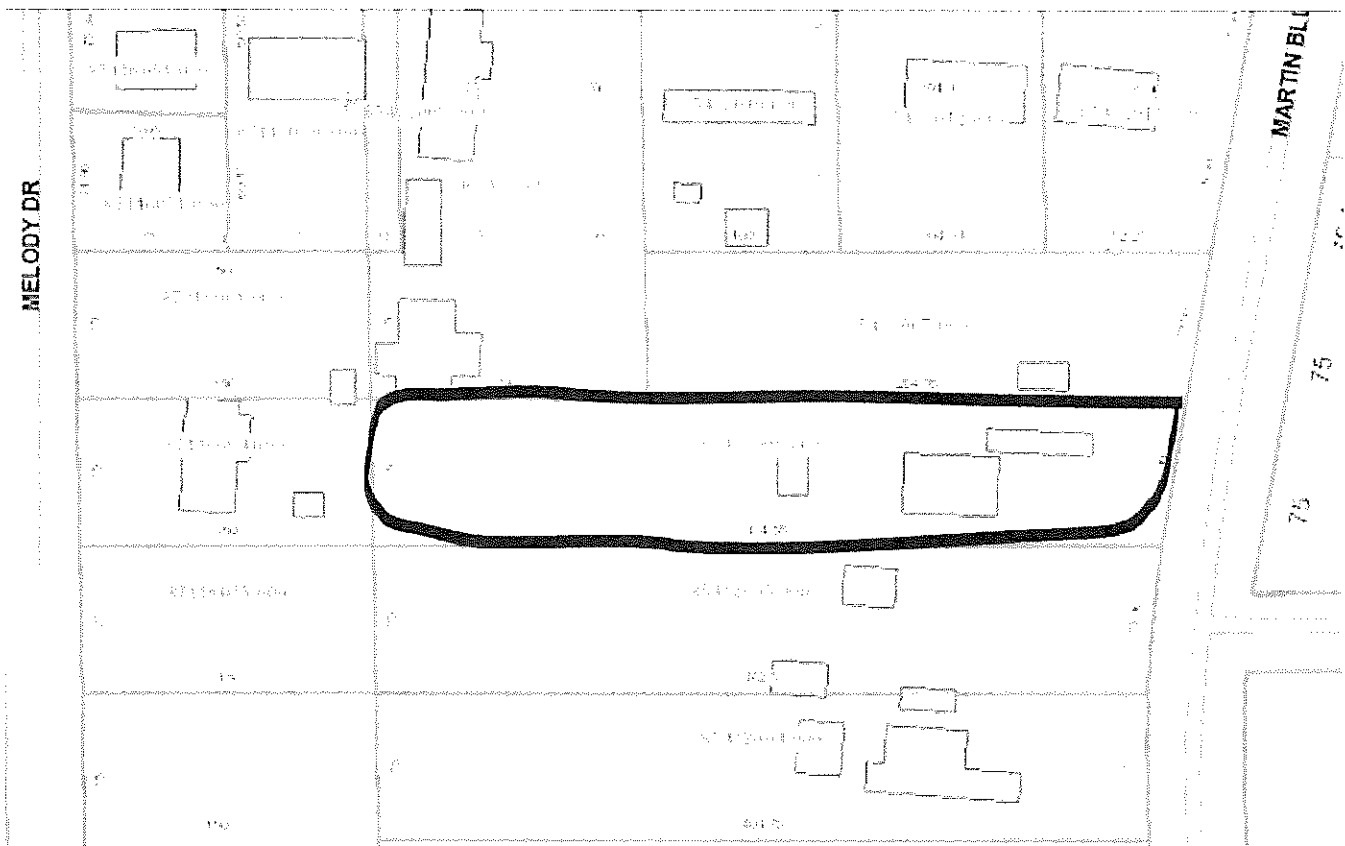
Charge the cost as a line against the property to be collected upon sale of the property.

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)
7313 MARTIN BLUFF RD
GAUTIER MS 39553

ACRES : .71
LAND VALUE : 4810
IMPROVEMENTS : 31180
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	065	(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.

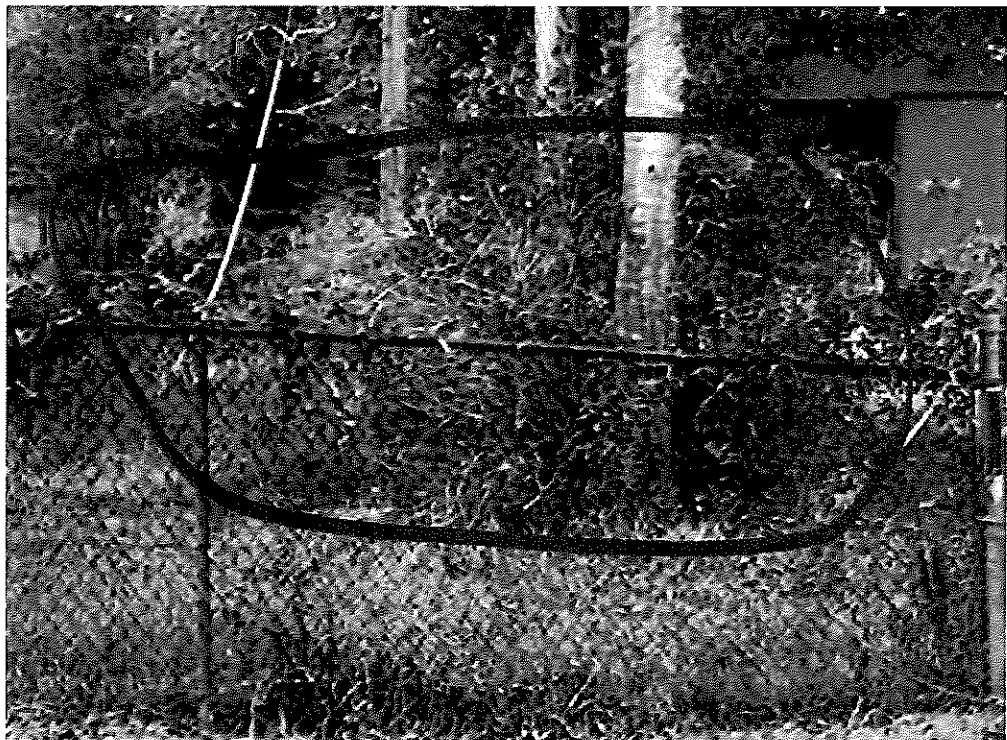
If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by 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.

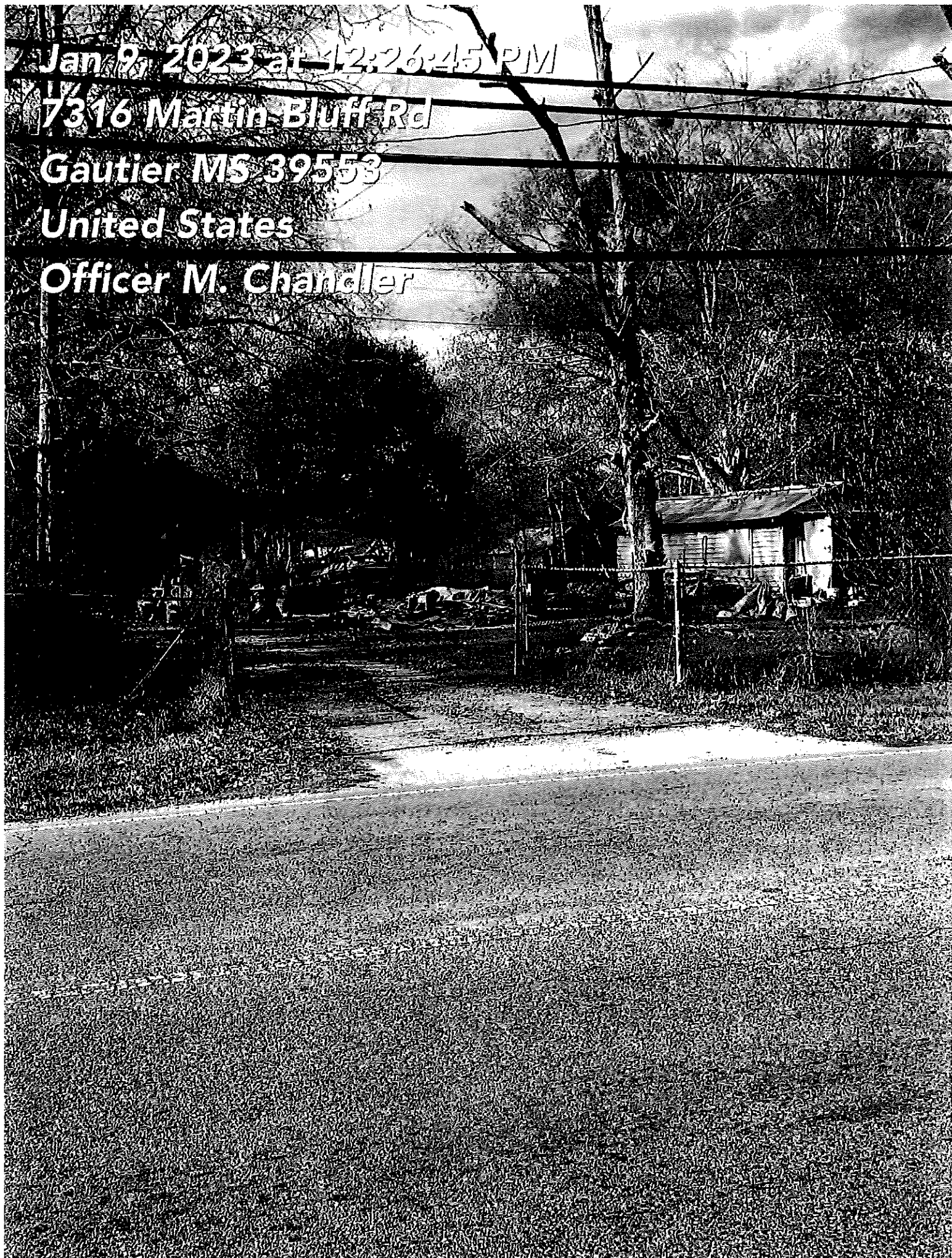
Jan 9, 2023 at 12:26:45 PM

7316 Martin Bluff Rd

Gautier MS 39553

United States

Officer M. Chandler



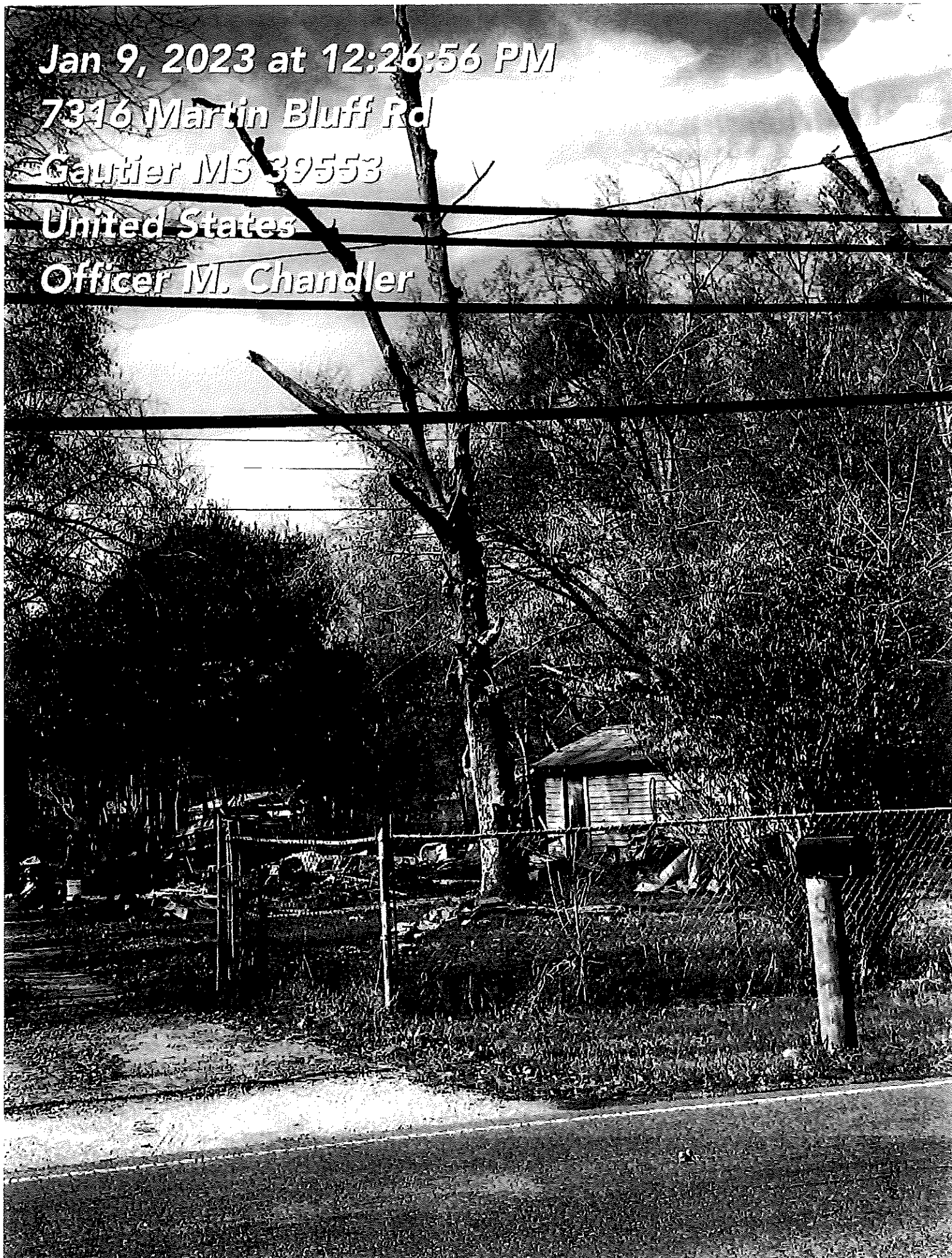
Jan 9, 2023 at 12:26:56 PM

7316 Martin Bluff Rd

Gautier MS 39553

United States

Officer M. Chandler



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

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

ORDER NUMBER 730-2024

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

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

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

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

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

NAYS: None

ABSENT: Rusty Anderson

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 3, 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	250461	12/03/2024	11/19/2024	Invoice # DH1MN15802 DH1MN15803	Date 11/15/2024 11/15/2024	P.O. Amount 690.00 490.00 200.00	
001	CINTAS CORPORATION Account Number 001-205-535 001-205-535 001-205-535 001-205-535	250462	12/03/2024	11/19/2024	Invoice # 4206964697 4207681668 4208407440 4209129577 4209854378	Date 10/02/2024 10/09/2024 10/16/2024 10/23/2024 10/30/2024	P.O. Amount 939.71 124.96 124.96 334.90 124.96 229.93	
001	PITNEY BOWES INC PURCHASE POWER Account Number 001-092-607	250463	12/03/2024	11/19/2024	Invoice # 0434-6213	Date 11/20/2024	P.O. Amount 1,300.00 1,300.00	
001	TIMOTHY A HERMES Account Number 001-161-681 001-161-681	250479	12/03/2024	11/21/2024	Invoice # 10042024 10042024	Date 11/21/2024 11/21/2024	P.O. Amount 321.08 300.00 21.08	
001	TORREY HARGROW Account Number 001-100-535	250480	12/03/2024	11/21/2024	Invoice # 11202024	Date 11/20/2024	P.O. Amount 84.00 84.00	
001	SOUTHERN TIRE MART LIC DEPT 143 Account Number 001-161-638 001-161-638 001-161-638	250482	12/03/2024	11/21/2024	Invoice # 2500168561 2500168561 2500168561	Date 11/21/2024 11/21/2024 11/21/2024	P.O. Amount 548.54 195.00 299.59 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	Invoice # MSP-118406 118482 118482 118482 118498	Date 12/01/2024 12/01/2024 12/01/2024 12/01/2024 12/01/2024	P.O. Amount 7,654.50 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	Invoice # 11082024	Date 11/08/2024	P.O. Amount 71.37 71.37	
001	SPARKLIGHT Account Number 001-100-699	250495	12/03/2024	11/25/2024	Invoice # 11082024	Date 11/08/2024	P.O. Amount 145.79 145.79	

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	9,175.00
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	RIDGDELL BROS INC	250528	12/03/2024	11/26/2024			2,604.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-520	DEC 2024 BED MNT: ENT SIGNS		23083730	11/26/2024		1,006.66	
	001-201-679	DEC 2024 LAWN MNT: S HWY 90		23083729	11/26/2024		615.00	
	001-201-679	DEC 2024 LAWN MNT: HWY 90 INTS		23083727	11/26/2024		983.33	
001	SINGING RIVER ELECTRIC COOPERATIVE	250533	12/03/2024	11/26/2024			671.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		11152024	11/20/2024		412.39	
	001-161-631	MARTIN BLUFF FD 58380001		11172024	11/20/2024		216.73	
	001-092-631	CITY LIMIT SIGN 17546		11172024	11/20/2024		42.03	
001	REYNOLDS WHOLESALE CO	250536	12/03/2024	11/26/2024			359.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-511	10" STYROFOAM PLATE 500CT		77886	11/15/2024		59.50	
	001-170-511	6" STYROFOAM PLATE 1000CT		77886	11/15/2024		49.50	
	001-170-511	16OZ PLASTIC CUP 1000CT		77886	11/15/2024		78.00	
	001-170-511	PLASTIC FORK 1000CT		77886	11/15/2024		39.50	
	001-170-511	PLASTIC SPOON 1000CT		77886	11/15/2024		39.50	
	001-170-511	PLASTIC KNIFE 100CT (2)		77886	11/15/2024		7.90	
	001-170-511	HALF SIZE ALUMINUM PAN (36)		77886	11/15/2024		24.84	
	001-170-511	FULL SIZE ALUMINUM PAN (36)		77886	11/15/2024		60.84	
001	MS FIRE ACADEMY	250539	12/03/2024	11/26/2024			965.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRST CRS SC537: LINTON J		32948	11/19/2024		365.00	
	001-161-681	FS INST 1041-I-II: GOFPI		32929	11/19/2024		600.00	
001	SUNBELT FIRE INC	250540	12/03/2024	11/26/2024			1,766.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	NFPA STD PUMP TEST: E3		00020234	11/19/2024		245.00	
	001-161-638	NFPA STD PUMP TEST: E5		00020235	11/19/2024		245.00	
	001-161-638	NFPA STD PUMP TEST: E1		00020236	11/19/2024		245.00	
	001-161-638	TRAVEL GAUTIER FIRE DEPT		00020236	11/19/2024		316.00	
	001-161-638	OVERNIGHT STAY		00020236	11/19/2024		225.00	
	001-161-638	NFPA STD PUMP TEST: E2		00020237	11/19/2024		245.00	
	001-161-638	NFPA STD PUMP TEST: E4		00020238	11/19/2024		245.00	
001	HARRISON COUNTY HCLSTA	250542	12/03/2024	11/26/2024			8,750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	FTO CERT CLASS: ZELAYA, A		2024-076	11/15/2024		250.00	
	001-100-681	FTO CERT CLASS: DERBY, M		2024-076	11/15/2024		250.00	
	001-100-681	FTO CERT CLASS: SHUMOCK, C		2024-076	11/15/2024		250.00	
	001-100-681	BASIC LEO CADET: ROJO, V		2024-084	11/04/2024		4,000.00	
	001-100-681	BASIC LEO CADET: SHERMAN, S		2024-084	11/04/2024		4,000.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	250549	12/03/2024	11/26/2024			136.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	SHARPIE S-GEL BLUE 12CT		6016535019	11/07/2024		17.99	
	001-161-500	CS 8.5X11 COPY PAPER (2)		6016535019	11/07/2024		51.56	

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	APC BACK UPS	STANDBY BN450M	Invoice #	6016535026	11/07/2024	250211	66.69
001	RUGGED SOLUTIONS AMERICA LLC	250552	12/03/2024	11/26/2024			1,072.99	
	Account Number	WIRELESS MIC SWE-1M24	SHIPPING	Invoice #	58506	10/11/2024	250039	1,040.00
				Invoice #	58506	10/11/2024	250039	32.99
001	SPORTABOUT	250554	12/03/2024	11/26/2024			773.50	
	Account Number	FOOTBALL TROPHY (92)	CHEER FIGURE TROPHY (38)	Invoice #	11752	11/18/2024	250225	547.40
				Invoice #	11752	11/18/2024	250225	226.10
001	MS LAW RESEARCH INSTITUTE	250555	12/03/2024	11/26/2024			84.00	
	Account Number	MS MDL FORM AFFIDAVIT BK(2)		Invoice #	6615	11/08/2024	250087	84.00
001	E AND J TIRE LLC	250556	12/03/2024	11/26/2024			265.00	
	Account Number	24X12-12" TUBE (4) : MOWER	TUBE INSTALL (4) : MOWER	Invoice #	1222012	11/14/2024	250219	100.00
				Invoice #	1222012	11/14/2024	250219	100.00
				Invoice #	1222012	11/14/2024	250219	25.00
				Invoice #	1222012	11/14/2024	250219	40.00
001	AMAZON CAPITAL SERVICE	250557	12/03/2024	11/26/2024			824.42	
	Account Number	2PK STRG LIGHTS WHT (4)	2PK STRG LIGHTS MULT (4)	Invoice #	1173XYT494	11/19/2024	250241	111.96
				Invoice #	1173XYT494	11/19/2024	250241	118.36
				Invoice #	1173XYT494	11/19/2024	250241	-4.61
				Invoice #	1M6QWQ61V	11/12/2024	250209	138.07
				Invoice #	1M6QWQ61V	11/12/2024	250209	116.39
				Invoice #	1M6QWQ61V	11/12/2024	250209	64.99
				Invoice #	1M6QWQ61V	11/12/2024	250209	102.24
				Invoice #	1M6QWQ61V	11/12/2024	250209	47.06
				Invoice #	1M6QWQ61V	11/12/2024	250209	39.99
				Invoice #	1M6QWQ61V	11/12/2024	250209	89.97
001	CANNON PAF LLC	250559	12/03/2024	11/26/2024			171.35	
	Account Number	DIAGNOSTIC TEST: U 19597		Invoice #	522118	10/31/2024	250142	171.35
001	OCCUPATIONAL HEALTH CENTER INC	250560	12/03/2024	11/26/2024			169.00	
	Account Number	ACADEMY PHYSICAL: HADLEY, K	PULMONARY FUNCTION TEST	Invoice #	382773	11/26/2024	250255	75.00
				Invoice #	382773	11/26/2024	250255	35.00
				Invoice #	382773	11/26/2024	250255	41.00
				Invoice #	382773	11/26/2024	250255	18.00
001	C SPIRE WIRELESS	250566	12/03/2024	11/27/2024			696.18	
	Account Number	POLICE CELLS	DATA CARDS (6)	Invoice #	0032680896	11/11/2024	250255	489.30
				Invoice #	0032680896	11/11/2024	250255	206.88

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							
	Account Number	250571	12/03/2024	11/27/2024			6,625.00	
	001-170-513	PIRATE'S REVENGE RIDE			12/07/2024	P.O. 250118	1,675.00	
	001-170-513	WINDWINDER			12/07/2024	250118	1,675.00	
	001-170-513	INTERMEDIATE SWINGS			12/07/2024	250118	1,675.00	
	001-170-513	ELECTRIC FUNTIME EXPRESS TRAIN			12/07/2024	250118	1,100.00	
	001-170-513	DELIVERY CHRG: CHRISTMAS EVENT			12/07/2024	250118	500.00	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	250573	12/03/2024	11/27/2024			100.00	
	Account Number							
	001-100-535	DUTY BOOTS: BYRD, S			11/25/2024	P.O. 250272	100.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	250581	12/03/2024	11/27/2024			9,894.99	
	Account Number							
	001-201-633	STREET LIGHTING 10054			11/22/2024	P.O.	7,055.37	
	001-201-633	WM PAYNE 10054-100244008			11/22/2024		777.08	
	001-092-631	CITY HALL 10054			11/22/2024		764.77	
	001-170-631	FRAZIER PARK 10054			11/22/2024		63.50	
	001-170-631	SENIOR BLDG 10054			11/22/2024		301.80	
	001-170-631	CITY PARK 10054			11/22/2024		162.26	
	001-161-631	CENTRAL PD 10054			11/22/2024		367.17	
	001-092-631	PUBLIC WORKS 10054			11/22/2024		307.85	
	001-092-631	HWY 90 SIGN 10054			11/22/2024		36.87	
	001-201-629	SIGNAL LIGHTS 10054			11/22/2024		58.32	
001	SINGING RIVER ELECTRIC COOPERATIVE	250582	12/03/2024	11/27/2024			1,830.07	
	Account Number							
	001-100-631	POLICE STATION 66298004			11/22/2024	P.O.	1,731.85	
	001-170-631	ROUNDABOUT 102311004			11/22/2024		30.00	
	001-201-633	WM PAYNE 100245001			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	P.O.	355,319.37
		LS UPGRADES 78%		11		11/26/2024		355,319.37
FUND TOTAL	3 Claims to	Checks	1 Total	355,319.37	Manual		Held	Total 355,319.37

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
004	MISSISSIPPI POWER	250484	12/03/2024	11/22/2024			4,972.00	
	Account Number	NOV 2024 LEASE: SOUND		Invoice #	0945635021	11/18/2024		4,972.00
004	SPARKLIGHT	250511	12/03/2024	11/25/2024			1,690.00	
	Account Number	11/20-12/19/24 SERV:140013863		Invoice #	11202024	11/20/2024		1,690.00
004	RIDGELL BROS INC	250529	12/03/2024	11/26/2024			5,140.74	
	Account Number	DEC 2024 LAMN MNT: SOUND		Invoice #	23083728	11/26/2024		3,695.83
	004-510-680	DEC 2024 GNAT-INSECT APPL			23083731	11/26/2024		267.00
	004-510-699	DEC 2024 CHEMICAL APF: SOUND			23083732	11/26/2024		1,177.91
004	REYNOLDS WHOLESALE CO	250537	12/03/2024	11/26/2024			190.40	
	Account Number	TISSUE 9" JUMBO 12CT (5)		Invoice #	77884	11/14/2024		132.50
	004-510-510	8" BRWN TOWEL ROLL 6CT (2)			77884	11/14/2024		57.90
004	AMAZON CAPITAL SERVICE	250558	12/03/2024	11/26/2024			392.91	
	Account Number	FAIRY LIGHTS 26' 6PK (4)		Invoice #	1KLVXGRXW7	11/25/2024		139.96
	004-510-559	24"CHRISTMAS BALL 12CT			1KLVXGRXW7	11/25/2024		52.99
	004-510-559	200'CHRISTMAS GARLND 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

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		Description 250521 12/03/2024 11/25/2024		CONST ENG & INS: #24		Invoice # 1231390		Date 11/25/2024		P.O.		1,877.01			
FUND TOTAL 130 Claims		to		Checks		1 Total		1,877.01 Manual		Held		Total		1,877.01			

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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	250569	12/03/2024	11/27/2024			17,918.45	
		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	36WX8H OPEN BOOKCASE (4)		272845	11/25/2024	250108	2,664.20	
		156-100-799	78MX38H HIGHBACK HUTCH (3)		272845	11/25/2024	250108	3,037.65	
		156-100-799	BAYL ARMLESS CHAIR (8)		272845	11/25/2024	250108	1,738.00	
156	MCMHORTER PAINTING CONTRACTORS LLC	Account Number	250572	12/03/2024	11/27/2024			17,438.00	
		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/OSHO/OIL PRIME/PAINT		453	11/26/2024	250130	968.00	
FUND TOTAL	156 Claims	to	Checks	2 Total			Held	Total	35,356.45

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

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	STREHMLT SURVIVOR X (4)		00020197	11/18/2024	250250	600.00	
	160-161-702	DW PPV FAN W/2 STRY & CHRGS		00020197	11/18/2024	250250	5,985.00	
FUND TOTAL 160 Claims	to	Checks	1 Total				6,585.00	
						Held	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	250481	12/03/2024	11/22/2024			1,607.02	
	Account Number 172-350-650			Invoice # NOV 2024	11/22/2024	P.O.	Amount	
								1,607.02
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 Docket of Claims

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	
		TASK ORDER #1	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

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		Description	Invoice #		Date	P.O.	Amount
	176-170-605		MTHLX SERVICE 2 LINES	2284972244		11/14/2024		179.40
176	SEYMOUR ENGINEERING PLLC	250531	12/03/2024	11/26/2024			375.00	
	Account Number		Description	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		Description	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		Description	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		Description	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		250263
	176-170-541		BOWLS (2)	2024-2		11/22/2024		250263
	176-170-541		TUMBLERS (2)	2024-2		11/22/2024		250263
FUND TOTAL	176 Claims	to	Checks	6 Total			2,454.99	Manual
							Held	Total
								2,454.99

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Fund	Name of Claimant
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Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
1	1/1/2010	1/1/2010	1	1	100.00
2	1/1/2010	1/1/2010	2	2	100.00
3	1/1/2010	1/1/2010	3	3	100.00
4	1/1/2010	1/1/2010	4	4	100.00
5	1/1/2010	1/1/2010	5	5	100.00
6	1/1/2010	1/1/2010	6	6	100.00
7	1/1/2010	1/1/2010	7	7	100.00
8	1/1/2010	1/1/2010	8	8	100.00
9	1/1/2010	1/1/2010	9	9	100.00
10	1/1/2010	1/1/2010	10	10	100.00
11	1/1/2010	1/1/2010	11	11	100.00
12	1/1/2010	1/1/2010	12	12	100.00
13	1/1/2010	1/1/2010	13	13	100.00
14	1/1/2010	1/1/2010	14	14	100.00
15	1/1/2010	1/1/2010	15	15	100.00
16	1/1/2010	1/1/2010	16	16	100.00
17	1/1/2010	1/1/2010	17	17	100.00
18	1/1/2010	1/1/2010	18	18	100.00
19	1/1/2010	1/1/2010	19	19	100.00
20	1/1/2010	1/1/2010	20	20	100.00
21	1/1/2010	1/1/2010	21	21	100.00
22	1/1/2010	1/1/2010	22	22	100.00
23	1/1/2010	1/1/2010	23	23	100.00
24	1/1/2010	1/1/2010	24	24	100.00
25	1/1/2010	1/1/2010	25	25	100.00
26	1/1/2010	1/1/2010	26	26	100.00
27	1/1/2010	1/1/2010	27	27	100.00
28	1/1/2010	1/1/2010	28	28	100.00
29	1/1/2010	1/1/2010	29	29	100.00
30	1/1/2010	1/1/2010	30	30	100.00
31	1/1/2010	1/1/2010	31	31	100.00
32	1/1/2010	1/1/2010	32	32	100.00
33	1/1/2010	1/1/2010	33	33	100.00
34	1/1/2010	1/1/2010	34	34	100.00
35	1/1/2010	1/1/2010	35	35	100.00
36	1/1/2010	1/1/2010	36	36	100.00
37	1/1/2010	1/1/2010	37	37	100.00
38	1/1/2010	1/1/2010	38	38	100.00
39	1/1/2010	1/1/2010	39	39	100.00
40	1/1/2010	1/1/2010	40	40	100.00
41	1/1/2010	1/1/2010	41	41	100.00
42	1/1/2010	1/1/2010	42	42	100.00
43	1/1/2010	1/1/2010	43	43	100.00
44	1/1/2010	1/1/2010	44	44	100.00
45	1/1/2010	1/1/2010	45	45	100.00
46	1/1/2010	1/1/2010	46	46	100.00
47	1/1/2010	1/1/2010	47	47	100.00
48	1/1/2010	1/1/2010	48	48	100.00
49	1/1/2010	1/1/2010	49	49	100.00
50	1/1/2010	1/1/2010	50	50	100.00
51	1/1/2010	1/1/2010	51	51	100.00
52	1/1/2010	1/1/2010	52	52	100.00
53	1/1/2010	1/1/2010	53	53	100.00
54	1/1/2010	1/1/2010	54	54	100.00
55	1/1/2010	1/1/2010	55	55	100.00
56	1/1/2010	1/1/2010	56	56	100.00
57	1/1/2010	1/1/2010	57	57	100.00

Approved/Disapproved

300 SEYMOUR ENGINEERING PLLC
Account Number
300-600-603

Description	250525	12/03/2024	11/25/2024	Invoice #	Date	P.O.
BIDDING 100%				9249	11/25/2024	

5,000.00	
Amount	5,000.00

FUND TOTAL 300 Claims to

Checks	1 Total	5,000.00 Manual
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Helv

Total

5,000.00

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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

310 SEYMOUR ENGINEERING PLLC

Account Number
310-093-705

Description	250527	12/03/2024	11/25/2024	Invoice #	Date	P.O.
BONDERER PROPERTY				9253	11/25/2024	

1,200.00
Amount

1,200.00

FUND TOTAL 310 claims to

Checks	1 Total
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1,200.00 Manual

Helv

Total

1.200.00

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
355	WAGGONER ENGINEERING INC Account Number 355-723-763	250464	12/03/2024	11/19/2024	Invoice # 43250	Date 11/18/2024	P.O. 888.00	888.00
	CONSTR PHASE: TRMNT PLANT							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

Docket of Claims

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	Invoice # 9251	Date 11/25/2024	P.O. 20,530.00	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 11122024			7,877.45	
	400-680-822			11/12/2024			10,948.67	
	400-680-822			11/12/2024			9,019.22	
	400-680-823			11/12/2024			2,149.95	
	400-680-824			11/12/2024			3,765.83	
	400-680-825			11/12/2024			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 G067208			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 11152024			31.29	
	LIFT STNS 20649			11/20/2024			927.87	
	LIFT STNS 28779			11/20/2024			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	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STNS 17881	11172024	11/21/2024			2,046.20	
	400-651-631	WATER WELLS 17881	11172024	11/21/2024			3,249.84	
	400-651-631	SCHOONER WELL 20688	11122024	11/18/2024			863.02	
	400-651-631	LIFT STNS 20688	11122024	11/18/2024			229.52	
400	FUELMAN	250515	12/03/2024	11/25/2024			149.74	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-525	UNL FUEL	NP67453710	11/18/2024			149.74	
400	FUELMAN	250517	12/03/2024	11/25/2024			161.81	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-525	UNL FUEL	NP67474892	11/25/2024			161.81	
400	SINGING RIVER ELECTRIC COOPERATIVE	250534	12/03/2024	11/26/2024			99.70	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STNS 89627001	11172024	11/24/2024			69.70	
	400-651-631	LIFT STNS 89702001	11172024	11/24/2024			30.00	
400	DIXIE RUBBER & BELTING COMPANY	250538	12/03/2024	11/26/2024			347.37	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-581	1/2"X25FT SQ GRAPHITE PKG	242038	11/15/2024			226.50	
	400-651-581	1/4"X25FT SQ GRAPHITE PKG	242038	11/15/2024			95.00	
	400-651-581	FREIGHT: TOWN CNTR PROP	242038	11/15/2024			25.87	
400	CENTRAL PIPE SUPPLY-JACKSON	250545	12/03/2024	11/26/2024			602.52	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-709	PVC SW FLNG 4" (12):LG MTRS	392427.001	11/13/2024			429.24	
	400-651-709	4" 150# FLNG PACK 1/8" (12)	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	Description	Invoice #	Date	P.O.		Amount	
	400-651-581	1HP STA-RITE 3PH BOOSTR PUMP	78147	11/15/2024			1,705.00	
	400-651-581	20% DISCNT: 19055 JHE3-63H	78147	11/15/2024			-341.00	
	400-651-581	1HP STA-RITE 1PH BOOSTR PUMP	78147	11/15/2024			2,222.00	
	400-651-581	20% DISCNT: 19055 HP20E-02	78147	11/15/2024			-444.40	
400	BAY MOTOR WINDING INC	250547	12/03/2024	11/26/2024			700.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-584	50' NORM OPEN FLOAT(10):SPRS	0132012	11/19/2024			600.00	
	400-651-584	FREIGHT	0132012	11/19/2024			100.00	
400	STAPLES BUSINESS ADVANTAGE DEPT	250550	12/03/2024	11/26/2024			196.17	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-500	BIC 12PK BLK PENS	6016535023	11/07/2024			1.84	
	400-650-500	MANILA LETTER FOLDER 50CT	6016535023	11/07/2024			12.69	
	400-650-500	HP 950XL HY BLK	6016535023	11/07/2024			49.95	
	400-650-500	50CT THERMAL REGISTER ROLLS	6016535023	11/07/2024			131.69	

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	CITY ELECTRIC SUPPLY CO Account Number 400-651-584	250551	12/03/2024	11/26/2024	Invoice # 20A 240V MINI BRKR(3):DUBARRY PAS/098535	10/30/2024	525.00 250063	525.00
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-584	250561	12/03/2024	11/26/2024	PRIMEX PC2000 LIFT STN CNTRL	11/15/2024	1,100.00 250236	1,100.00
400	MICRO METHODS INC Account Number 400-651-698	250570	12/03/2024	11/27/2024	TSS MONTHLY SAMPLE 1ST SAMPLE: WESTGATE 2ND SAMPLE: WESTGATE 1ST SAMPLE: INDIAN POINT 2ND SAMPLE: INDIAN POINT	11/25/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024	330.00 250229 250265 250265 250266 250266	70.00 100.00 30.00 100.00 30.00
400	SINGING RIVER ELECTRIC COOPERATIVE Account Number 400-651-631 400-651-631 400-651-631 400-651-631	250583	12/03/2024	11/27/2024	IONIZATION PLANT WATER WELLS CITY HALL SOUTH LIFT STNS	11/22/2024 11/22/2024 11/22/2024 11/22/2024	8,703.96 214.08 4,131.25 1,678.75 2,679.88	214.08 4,131.25 1,678.75 2,679.88
FUND TOTAL	400 Claims	to	Checks	23 Total	406,041.76 Manual	Held	Total	406,041.76

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			85 Total	951,920.77 Manual	Held	Total	951,920.77

A discussion was held between the mayor and members of the council regarding the Municipal Judge position.

No action was taken during the discussion.

Councilman Gollott made the motion to approve consent agenda items 1-3, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 731-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-3 are hereby approved.

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

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

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

NAY: **None**

ABSENT: **Rusty Anderson**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 732-2024

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

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

NAY: None

ABSENT: Rusty Anderson

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 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 Ju-Jitsu	2707 Hwy 90 Suite 13	228-623-8056	Jiu-Jitsu
Faith Vision Incorporation	4528 Gaulier 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

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

ORDER NUMBER 733-2024

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

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

NAY: **None**

ABSENT: **Rusty Anderson**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 734-2024

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

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

NAY: None

ABSENT: Rusty Anderson

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 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 or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

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

10. Payment Requests:

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

11. Certificates, Maintenance and Operation Manuals:

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

12. Completion

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

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

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

During City Attorney comments, an agreement between the City of Gautier and Nucontext Creative, Inc. regarding the use of a portion of the City's West Fire Station for a promotional advertisement.

Councilman Jackson made the motion to approve the agreement between the City of Gautier and Nucontext Creative, Inc., for the use of the City's West Fire Station for a promotional advertisement. Councilman Gollott seconded the motion. The vote was carried unanimously.

**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI,
THE GUICE AND GUICE ADVERTISING, INC., MISSISSIPPI POWER COMPANY,
AND NUCONTEXT CREATIVE, INC.**

This Limited Use Agreement of Real Property (hereinafter, “the Agreement”) is executed to be effective the ____ day of December, 2024, between the City of Gautier, Mississippi (hereinafter, “the City”) Guice and Guice Advertising, Inc., Mississippi Power Company, and Nucontext Creative, Inc. (hereinafter “Project Agencies”).

WHEREAS, the City’s West Fire Station (hereinafter, the “Station”) is owned by the City of Gautier; and

WHEREAS, the Project Agencies desire to utilize a portion of the Station for a promotional advertisement as described in the attached correspondence; and

WHEREAS, pursuant to Miss. Code Ann. 21-17-1, the City has the authority to enter such an agreement;

WHEREAS, the portion of the Station required for this activity is not being utilized for any municipal purpose or operation during the relevant times; and

WHEREAS, due to the short duration of the proposed use, the conventional method of leasing municipal property is not desirable for the financial welfare of the City; and

WHEREAS, this agreement is not a traditional lease, but is instead a use agreement for temporary and extremely short-term use of City facilities; and

WHEREAS, the promotional advertisement will promote and foster the development, safety, and improvement of the local community and the economic welfare thereof; and

THEREFORE, in consideration of the following mutual covenants and conditions the City and Project Agencies agree to the following terms:

1. The Station may be utilized by Project Agencies for the promotional advertisement as

described in the attached correspondence.

2. The Project Agencies, in consideration for the use of the property during the above time frame, agree to leave the property in the same condition as it existed before the promotional advertisement.
3. The Project Agencies will provide all necessary physical items required to conduct the promotional advertisement.
4. The Project Agencies will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.
5. If, at any time, the City loses control or rights to the Property, this Agreement shall immediately terminate without further action by either party.
6. The Project Agencies agree to maintain liability insurance to cover the City of Gautier and its employees, agents, representative, and council members for any claims arising, directly or indirectly, from the promotional advertisement.
7. All parties acknowledge that this agreement is for the limited purpose of governing the activities described herein, and that any future use will require a separate use agreement as may be appropriate.
8. All parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.
9. If the City determines, in its sole discretion, that the Property is required for a municipal purpose, the parties agree this Limited Use Agreement will be immediately terminated.
10. The points of contact for purposes of this agreement are:

Name: Paula Yancey

Name: _____

Entity: City of Gautier

Entity: Project Agencies

Phone: (228) 497-8000

Phone: () _____

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

City of Gautier, Mississippi

Mississippi Power Company

By: _____
Paula Yancey, City Manager

By: _____
Authorized Representative of
Mississippi Power Company

Date: _____

Date: _____

Nucontext Creative, Inc.

Guice and Guice Advertisement, Inc.

By: _____
Authorized Representative of
Nucontext Creative, Inc.

By: _____
Authorized Representative of
Guice and Guice Advertisement, Inc.

Date: _____

Date: _____

From: Angela Guice <angela.guice@nucontext.com>
Sent: Monday, December 2, 2024 5:27 PM
To: jdanos@bordisdanos.com
Cc: Peter Petro <peter@cavu.tv>; Greg Weinbrecht <greg.weinbrecht@nucontext.com>
Subject: Filming at West Jackson County Firehouse

RE: Filming Location:

Brown Road Fire Station
6325 Brown Road
Ocean Springs, MS 39564

Hi Josh! Great speaking with you earlier today appreciate you helping us on this. On behalf of Nucontext and The Guice & Guice Agency in Biloxi, I am writing to provide an overview of filming activities scheduled to take place at the West Jackson County Firehouse on December 17th or 18.

We are collaborating with Mississippi Power to create a commercial spot that highlights their community initiatives, focusing on the Moran family and their generational connection to Mississippi Power.

The segment filmed at your station will feature a food drive organized to benefit those in need within the greater Biloxi area. Approximately 10-20 Mississippi Power employees will volunteer as participants, collecting canned goods at the event. The setup will include two or three tents prominently displaying food drive logos, flanked by Mississippi Power bucket trucks, creating a strong visual connection to the company's community-focused mission. Our production company and team from Nucontext Creative Inc. will consist of 20-30 individuals.

We will ensure all activities are conducted safely, professionally, and with minimal disruption to your daily operations. We are committed to adhering to all safety protocols and collaborating with you and your team to address any logistical considerations. We value the City's support and partnership in making this project a success. Per our conversation we would like to offer a donation of \$1000.00 to any Firemen's fund or other entity of the city's choice.

Should you require additional details or wish to discuss specific arrangements, please do not hesitate to contact me at 323-683-6136 angela.guice@nucontext or my producer Greg Weinbrecht at 310-924-2250. greg.weinbrecht@nucontext.com

Please send any further paperwork we would need to fill out in advance of our shoot along with any contacts we should be working with in the future.

Thank you for your time and assistance. We look forward to working together on this meaningful project.

Sincerely,
Angela Guice
Executive Producer
NuContext Creative Inc.

Councilman Gollott made the motion to recess until December 17, 2024 at 6:30pm.
Councilman George seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of December 17, 2024.

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

Council Meeting:
Title:

December 17, 2024
Receive November 2024 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive November 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	☐
----------------	--------------------------	-----------------	--------------------------	---------------	--------------------------	----------------	--------------------------	----------------	--------------------------	-----------------	--------------------------	--------------	--------------------------

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 November 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 17, 2024.

		City of Gautier		
		Business Registry		
		Nov-24		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
278	2025-10-0008901	Mowa development, LLC	\$33.00	Delinquent
1844	2025-11-0008902	Yogi Liquor and Wine	\$35.00	Current
1667	2025-10-0008903	No Mirrors Barber Studio	\$22.00	Delinquent
1453	2025-11-0008904	Divine Inspirations	\$30.00	Current
1509	2025-11-0008905	Allstate	\$20.00	Current
90	2025-11-0008906	Hunt Security	\$30.00	Current
1239	2025-11-0008907	Wonder Nails & Spa, LLC	\$30.00	Current
1675	2024-12-0008908	Sidelines Sports Bar & Grill	\$60.00	Delinquent
126	2025-11-0008909	Sweet Tooth Bakery	\$20.00	Current
1668	2024-11-0008910	Martin Towing & Transport	\$24.20	Delinquent
1845	2024-11-0008911	DAP Enterprises, LLC	\$20.00	Current
1668	2025-11-0008912	Martin Towing & Transport	\$20.00	Current
654	2025-07-0008913	Delo's Heavenly House of Coffee	\$22.60	Delinquent
1745	2025-11-0008914	Hickory Hill Country Club & Resort	\$65.00	Current
1391	2025-11-0008915	MS Lock Storage, LLC	\$20.00	Current
79	2025-11-0008916	Coldwell Banker Smith Homes Realtors	\$30.00	Current
1802	2025-11-0008917	J.T. Martin Enterprises	\$20.00	Current
1846	2025-11-0008918	Roughwater Marine & Auto LLC	\$45.00	Current
1800	2025-11-0008919	3605 Singing River LLC	\$30.00	Current
84	2025-11-0008920	DJ's Automotive	\$20.00	Current
1615		Gulf Coast Fitness		Closed Business
1799	2025-11-0008921	Tammy Stelly	\$20.00	Current
23	2025-10-0008922	Gautier Animal Clinic	\$22.00	Delinquent
100	2025-11-0008923	Martin Bluff Grocery	\$52.50	Current
1843	2025-11-0008924	H2O Innovation	\$105.00	Current
1244	2025-11-0008925	Macnarb Gaming	\$27.00	Current
		TOTAL:		
		New Business	0	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewal Issued	6	
		Current	19	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

December 17, 2024
Approval of water and sewer adjustments for
December 2024 in the amount of \$7,650.21

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for December 2024 in the amount of \$7,650.21

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated December 2024 in the amount of \$7,650.21 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 17, 2024.

	DECEMBER 2024 UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
CUSTOMER NAME	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	011-17901-003	56.29	119.94	35.00			211.23	Line in yard
	013-17301-001	63.29	158.00				221.29	Outside Spigot
	017-11301-008	40.77	111.82	35.00			187.59	Theft of Utilities
	017-12701-000	62.61	85.86				148.47	Theft of Utilities
	017-26901-012	153.11	224.79	70.00			447.90	Line in yard
	019-52101-009	55.60	109.81				165.41	Line in yard
	021-00401-001		638.66	175.00			813.66	Pool Fill
	021-03401-005	105.43	169.75	70.00			345.18	Line in yard
	021-08201-008	339.89	788.76	105.00			1,233.65	Behind Walls
	025-08001-008		461.28	70.00			531.28	Pool Fill
	027-01101-002		158.12	35.00			193.12	Line in yard
	027-10201-000		52.33				52.33	Line in yard
	056-09201-000		21.59	35.00			56.59	Outside Spigot
	059-02601-000	164.67	306.86	70.00			541.53	Line in yard
	080-21001-004	178.18	345.54				523.72	Behind Walls
	095-06201-009	317.55	380.06	140.00			837.61	Behind Walls
	098-16501-001		124.27				124.27	Outside Spigot
	103-00201-000	162.67	468.12	70.00	200.00	30.29	931.08	Line in yard
	139-13501-000		49.30	35.00			84.30	Pool Fill
	TOTAL	1,700.06	4,774.86	945.00	200.00	30.29	7,650.21	
	COMPLETED							

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

Council Meeting:
Title:

December 17, 2024
Authorization to purchase a K-9 for Law Enforcement purposes

Introduced by:
Contact Person/Telephone

Chief Bever 497-8000

Summary Explanation: Authorization to purchase a K-9 for law enforcement purposes

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Gautier Police Department is seeking authorization to purchase a new K-9 from Southern State K-9, LLC, for the purpose of assisting our officers in narcotics detection and crime prevention; and

WHEREAS, the K-9 will be designated to our interstate criminal interdiction officer and trained in criminal apprehension, further supporting the patrol division in tracking and apprehending violent offenders; and

WHEREAS, the purchase of the K-9 will be made through asset forfeitures funds upfront and reimbursed through the AKC grant. The purchase price will include handler training and certification course, a three (3) year health gaurantee, and free maintenance training for the K-9 while in service; and

WHEREAS, the Mayor and Council Members hereby find that this purchase would be in the best interests 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 purchase of a K-9 for law enforcement purposes, from Southern State K-9, LLC, 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 17, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: December 10, 2024
Subject: Purchase of New Police K-9

REQUEST:

The Gautier Police Department is requesting City Council authorization to purchase a K-9 for law enforcement purposes.

BACKGROUND:

The Gautier Police Department operates a highly effective K-9 program and is seeking approval to acquire a new K-9 from Southern State K-9, LLC. This addition will enhance our efforts in narcotics detection and crime prevention. The K-9 will be designated to our interstate criminal interdiction officer and trained in criminal apprehension, further supporting the patrol division in tracking and apprehending violent offenders.

DISCUSSION:

The Gautier Police Department respectfully seeks approval from the Mayor and Council to purchase a K-9 using asset forfeiture funds upfront and reimbursed through AKC Grant. The purchase price includes a handler training and certification course, a three-year health guarantee, and complimentary maintenance training for the K-9 during its service period. Any additional care or expenses related to the K-9 will require budgeting and funding through the general fund.

RECOMMENDATION:

The Chief of Police recommends that the Mayor and Council authorize approval for the purchase of a new K-9.

ATTACHMENT:

Quote for K-9

Date: November 18, 2024
Quote # [2024-79]

TO: Gautier P D

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Police K9 pre-trained to certification standards in Narcotic Detection, Tracking, and Patrol Our company provides a 3 year genetic health guarantee.	7500.00	7500.00
		Subtotal	7500.00
		Sales Tax	
		Total	7500.00

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

December 17, 2024
Authorization for the Chief of Police to apply for
the AKC Reunite K9 Cop Grant Program

Introduced by:
Contact Person/Telephone

Chief David Bever 497-8007

Summary Explanation: Authorization for the Chief of Police to apply for the AKC Reunite K9 Cop Grant Program

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Gautier Police Department is requesting authorization from the City Council for the Chief of Police to apply for the AKC Reunite K9 Cop Grant Program; and

WHEREAS, the AKC Reunite K9 Cop Grant Program awards funds to police departments for the purchase of a new K-9; and

WHEREAS, the Gautier Police Department meets the eligibility criteria for the AKC Reunite K9 Cop Grant program. If awarded, the grant will provide funding for the purchase of a new K-9 at no cost to the City; and

WHEREAS, the City Council and Mayor hereby find that authorizing the Chief of Police to apply for the AKC Reunite K9 Cop Grant Program is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the authorization for the Chief of Police to apply for the AKC Reunite K9 Cop Grant Program for the purchase of a new K-9 is hereby authorized and approved; and

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 17, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: December 10, 2024
Subject: Authorized Applying for AKC Reunite K9 Cop Grant

REQUEST:

The Gautier Police Department is requesting City Council authorization for the Chief of Police to apply for the AKC Reunite K9 Cop Grant program.

BACKGROUND:

The AKC Reunite K9 Cop Grant program awards funds to police departments for the purchase of a new K-9.

DISCUSSION:

The Gautier Police Department meets the eligibility criteria for the AKC Reunite K9 Cop Grant program. If awarded, the grant will provide funding for the purchase of a new K-9 at no cost to taxpayers, offering significant benefits to both the city and the community.

RECOMMENDATION:

The Chief of Police recommends that the Mayor and Council authorize the Chief of Police to apply for the AKC Reunite K9 Cop Grant program.

ATTACHMENT:

Grant Application

USPCA AKC Reunite K9 Cop Grant

Guidelines

AKC Reunite K9 Cop Grant Program

The United States Police Canine Association, Inc. (USPCA) and the American Kennel Club (AKC) have agreed to form an alliance. One of the benefits of this alliance is the AKC Reunite K9 Cop Grant. Our association with AKC allows us to sponsor USPCA members for grants to purchase canines. How this works:

- Limited to Law Enforcement
- Departments must agree to display the AKC Reunite car logo on their police vehicle.
- The USPCA can sponsor your requests, but you must be a member of the USPCA. You may have your representative or designee join initially, and then if you let us know, we can switch this membership over to the handler. YOU CANNOT JOIN AS A DEPARTMENT. Membership must follow a handler or administrator. If a handler has not been selected yet, please have an administrator join, and then the membership can be moved to the handler down the road as needed. IF YOU KNOW WHO THE HANDLER IS GOING TO BE, PLEASE HAVE THE HANDLER FILL OUT THE APPLICATION (by going to www.uspcak9.com and clicking on join). PLEASE DO NOT FILL OUT AN APPLICATION FOR THE HANDLER IF YOU KNOW WHO THE HANDLER IS GOING TO BE.
- If your department commits to funding at least \$2,500.00, AKC Reunite K9 Cop Grant may grant your department up to 75% of your requested amount, to a maximum amount of \$7,500.00, to assist you with the purchase of your new K9. (example: maximum request of \$10,000.00 could result in a grant amount to you of \$7,500.00)
- A letter on department letterhead is needed confirming you have/will be committing \$2,500.00 toward the cost of the police K9.
- You must include the following documentation with your application: Completed W-9 or Proof of 501 C-3 status, if applicable

Application Instructions:

- You will be contacted by telephone or email if there are any discrepancies or concerns regarding the application.
- Applicants will receive a Grant Follow-Up email from AKC REUNITE/AKC K9 Cop Grant annually.
- A grant application must be signed by an officer in a supervisory capacity, usually a Lt or higher.

Questions:

Any questions or concerns please contact Mark Darnell with the USPCA at k9grantapplication@gmail.com or #507-273-5233.

Sponsoring Club Information

Sponsoring Club Information

Sponsoring AKC Club Name

United States Police Canine Association

United States Police Canine Association

Primary Club Grant Contact

First Name

Don

Don

Last Name

Slavik

Slavik

Mailing Address

34605 454th Ave

34605 454th Ave

City

Ottertail

Ottertail

State

Two letter abbreviation only - MN

MN

Zip Code

56571

56571

Email

executivedirector@uspcak9.com

executivedirector@uspcak9.com

Phone

651-350-4541

651-350-4541

Attachments and Certification**Attachments**

Please include the following documentation/confirmation with your application:

Completed W-9

Click 'Choose File,' select the file from your computer, then click 'Upload' to attach.

[W-9 City of Gautier.pdf](#)**Funds Commitment Letter**

Click 'Choose File,' select the file from your computer, then click 'Upload' to attach. Please note this is a matching grant. We are asking for you to show how much you have committed therefore AKC Reunite will know how much to match three times (not exceeding \$7,500.00).

[Gautier PD Fund Commitment Letter.pdf](#)**Proof of USPCA Membership**

Click 'Choose File,' select the file from your computer, then click 'Upload' to attach.

[David Bever USPCA Membership Invoice.pdf](#)**Certification**

Do you agree to display the AKC Reunite logo on the K9 unit vehicle(s)?

Yes

Do you agree to notify AKC Reunite once K9 is purchased?

Yes

General Information

Police Department Information

Department Name

Gautier Police Department

Department Address

3329 Highway 90

Gautier, MS 39553

Department City

Gautier

Department State

MS

Department Zip Code

39553

Website

www.gautier-ms.gov

E-mail Address

General Email Address

dbever@gautier-ms.gov

Phone

2284978006

Tax ID

64-0732369

Tax Status 1

Government Agency

Has your department received any previous support from The American Kennel Club or AKC Reunite?
No

If yes, please list the specific year(s) and provide an explanation.

Territory or Area Served

City limits of Gautier & Interstate 10 Jackson County

Police Department Primary Contact

First Name

David

Last Name

Bever

Title

Chief

Phone

2284978006

E-mail

dbever@gautier-ms.gov

Primary Grant Application Contact (if other than above)

Yes Same as Police Department Primary Contact

First Name	Last Name
David	Bever

Title
Chief

Phone	E-mail
2284978006	dbever@gautier-ms.gov

K9 Program Description

K9 Program Description

Please describe the department's K9 Officer Program:
K9s are used by the Gautier police department's interstate interdiction officer to assist with the detection of narcotics. In addition to assisting patrol with tracking fugitives and criminal apprehension.

What is your target price for a K9?

Please enter whole dollars only. This amount would be how much is in your commitment letter + how much you are needing from AKC Reunite to purchase a K-9. Example: If your department is committed to \$2,500.00 AKC Reunite would match that three times at \$7,500.00 (our maximum amount awarded) therefore the total amount you would need is \$10,000.00.

10000

Signature

Signature

Agreement that all information on this application is correct.

David Bever

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

December 17, 2024
Approval of a Shepard State Park Mobile Home
Lease Agreement between the City of Gautier
and Miranda Goldsmith

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a Shepard State Park Mobile Home Lease Agreement
between the City of Gautier and Miranda Goldsmith

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, The City manages the day-to-day operations and maintenance of Shepard State Park; and

WHEREAS, the Park has a 3 bedroom mobile home which the City uses to house the Park Ranger; and

WHEREAS, the lease agreement provides that in lieu of paying rent and some utilities, the Tenant/Park Ranger will perform specified maintenance tasks and “on call” duties at the park;

WHEREAS, the City Council finds that performance of these duties is good and valuable consideration for the occupancy of the leased premises, and that this value exceeds the fair market value of the leasehold;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Shepard State Park mobile home lease agreement between the City of Gautier and Miranda Goldsmith 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 17, 2024.

**REAL ESTATE LEASE
SHEPARD STATE PARK MOBILE HOME**

This Lease Agreement, entered into and effective this the 17th day of December, 2024 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and Miranda Goldsmith , hereinafter call the Lessor or Tenant, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee, the 3 bedroom mobile home situated at 1034 Graveline Road, City of Gautier, County of Jackson, State of Mississippi.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the 3-bedroom mobile home that is located at Shepard Park (the "Premises") located at 1034 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on the "effective" date listed above and will terminate one year from the "effective" date, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-8000 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a monthly rental fee, power service, and water/sewer/garbage service, the Tenant is to provide lawn and facility maintenance at the Park for an average of 25 hours per week. In addition, the "on call" duties from 5 p.m. through 8 a.m., Monday through Sunday. Park Ranger will be responsible for the following duties:

- Cutting of fields, bark park, archery lanes, hiking trails, and disc golf lanes
- General lawn care
- Trimming of limbs throughout park
- Maintain the areas around the restrooms and bath house
- Maintain the areas around the pavilion
- Cleaning of campsites
- Emptying trash receptacles
- Respond to camper inquiries after hours
- Lawn maintenance
- Clean Restrooms
- Performs special projects and other duties as assigned by the Recreation Director

These duties may be shared with the other permanent park tenants residing at the host campsite. "On Call" duties would include responding to campers calls, responding to

emergencies, monitoring site security, and other care taker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

Routine Maintenance of the leased premises will not be included in the average work hour calculation.

Work schedule and time off shall be coordinated with the Recreation Director.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Any personal property shall be removed prior to the termination date

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

OCCUPANTS. No more than 3 adults or 2 adults/4 children may reside on the Premises unless the prior written consent of the Landlord is obtained. The Landlord shall be notified of the names of the occupants of the premises and any changes thereof.

This Lease and occupancy of the premises is binding, on each person(s) specifically named and who signs this Lease. The tenant may not sub-let the premises. The tenant may share required duties with another occupant in the premises as approved by the Landlord.

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS/APPLIANCES. The following furnishings or appliances will be provided by Landlord: Range Stove, Refrigerator, Dishwasher. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice in accordance with "Termination Clause" below. The lease terms during any such renewal term shall be the

same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord. Small pets may be allowed with prior written approval and a pet deposit fee in the amount of \$250.00.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given 2 keys to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

MAINTENANCE. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the mobile home or on or about the leased premises in good order and repair; keep the HVAC clean; keep the use of power to a standard usage rate; maintain the lawn adjacent to the premises; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, appliances, HVAC, structure, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his guest, family, agent, or visitor. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the premises shall be made or partitions erected, nor walls papered, signs placed, or painting done on or about the leased premises by Lessee or at his direction without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the premises in the same condition as when he entered therein, reasonable wear excepted, and the expenses of such repairs shall be included within the terms of this lease and any judgment by confession entered therefore.

The Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, or other pipes, sewerage, or the bursting, leaking, or running from any tank, washstand, water closet, or waste pipe, in above, upon or about the premises, nor for damage occasioned by water, snow, or ice, being upon or coming

through the roof, skylight, trapdoor, window, or otherwise, not for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

Repairs necessitated by normal wear, tear, and aging, will be performed by the Lessor. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with "Access by Landlord to Premises" herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry.

UTILITIES AND SERVICES. Landlord will provide power, water, sewer/trash service to the premises. The Tenant will be responsible for all other utilities desired.

PROPERTY INSURANCE. Landlord shall not be responsible for the contents/personal belongings of the premises. The Tenant, at his sole discretion, may carry a "renters" insurance policy. The Landlord shall not be responsible for any damage incurred to Tenant/Guest personal property.

OTHER. The Tenant will receive work assignments from the Parks and Recreation Director or authorized designee. As additional consideration for this lease, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Park Rangers responsibilities under this Lease. City vehicles and equipment may be used for providing city services only and may not be used by the Park Ranger for any other purpose.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. After written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. In the event of Tenant's default, Landlord may, in the alternative, elect to terminate the lease as provide herein.

TERMINATION CLAUSE. Landlord or Tenant may, upon 45 days written notice to the other party, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless

undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier
3330 Highway 90
Gautier, MS 39553

TENANT:

1034 Graveline Rd,
Gautier, Mississippi 39553

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

City of Gautier
Paula S. Yancey, City Manager

Dated: _____

LESSEE (TENANT):

Dated: _____

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:

December 17, 2024

Title:

Authorization to enter into a Subaward Agreement with the Mississippi Department of Environmental Quality for the Shepard State Park Recreational Enhancement Project

Introduced by:

Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Subaward Agreement with the Mississippi Department of Environmental Quality for the Shepard State Park Recreational Enhancement Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Mississippi Trustee Implementation Group (MS TIG) approved the Shepard State Park Recreational Enhancements Project Implementation Plan and the funding for the implementation of the Shepard State Park Recreational Enhancements project; and

WHEREAS, the City was notified of the award earlier this year for the project that will be completed in two phases; and

WHEREAS, phase one is to conduct a trail assessment and develop a trail maintenance plan, and phase two is the implementation of the maintenance plan; and

WHEREAS, the Mayor and Council hereby find that entering the attached Subaward Agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Subaward Agreement with the Mississippi Department of Environmental Quality for the Shepard State Park Recreational Enhancement Project is hereby approved and authorized.

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

Motion 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 17, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: December 5, 2024
Subject: MDEQ Subaward Agreement – Shepard State Park Recreational Enhancement Project-Grant Number 25-00037

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into an agreement with the Mississippi Department of Environmental Quality (MDEQ) for the Shepard State Park Recreational Enhancement Project.

BACKGROUND:

The grant funds made available pursuant to The *Mississippi Trustee Implementation Group Final Restoration Plan 4 and Environmental Assessment* (“the Plan”) and approved by the Mississippi Trustee Implementation Group (MS TIG) and provided through MDEQ to partially address the injuries caused by the *Deepwater Horizon (DWH)* Oil Spill pursuant to and in accordance with the Oil Pollution Act and the Consent Decree entered in the case entitled *In Re: Oil Spill by the Oil Rig Deepwater Horizon in the Gulf of Mexico, on April 20, 2010*, MDL-2179 in the Eastern Federal District Court of Louisiana.

In accordance with the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act of 1969 (NEPA), the *Deepwater Horizon* Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement (PDARP/PEIS), and the Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the *Deepwater Horizon* Oil Spill, revised August 2, 2021 (TC SOPs), the undersigned representatives of the Mississippi Trustee Implementation Group (MS TIG) hereby approve the attached Shepard State Park Recreational Enhancements Project Implementation Plan and approve the funding described below for the implementation of the Shepard State Park Recreational Enhancements project (Portal ID #363).

DISCUSSION:

The City was notified of the award earlier this year for the project that will be completed in two (2) phases. Phase I is to conduct a trail assessment and develop a trail maintenance plan. Phase II is the implementation of the maintenance plan.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council enter into an agreement with the Mississippi Department of Environmental Quality (MDEQ) for the Shepard State Park Recreational Enhancement Project in an amount not to exceed \$410,000.

The City Council may:

1. Approve entering into a grant agreement as presented; or
2. Not approve entering into a grant agreement.

ATTACHMENT(S):

1. Grant Agreement

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF MISSISSIPPI

MDEQ AGREEMENT NO. 25-00037

COUNTY OF HINDS

SUB-AWARD AGREEMENT (AGENCY)

This document is a Sub-Award Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”) and City of Gautier (“SUB-RECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work specified in Article 3, Scope of Work.

1. Source of Funds

The grant funds provided by this Agreement are made available pursuant to The *Mississippi Trustee Implementation Group Final Restoration Plan 4 and Environmental Assessment* (“the Plan”) and approved by the Mississippi Trustee Implementation Group (MS TIG) and provided through MDEQ to partially address the injuries caused by the *Deepwater Horizon (DWH)* Oil Spill pursuant to and in accordance with the Oil Pollution Act and the Consent Decree entered in the case entitled *In Re: Oil Spill by the Oil Rig Deepwater Horizon in the Gulf of Mexico, on April 20, 2010*, MDL-2179 in the Eastern Federal District Court of Louisiana. The Plan is fully and expressly incorporated by reference into this Agreement, and is an integral part of this Agreement.

2. Project

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT’s implementation of the below Scope of Work for the project entitled “Shepard State Park Recreational Enhancements Project” (“Project”).

3. Scope of Work

The Scope of Work for the Project will be completed in two (2) phases. Phase 1 is to conduct a trail assessment and develop a trail maintenance plan. Phase 2 is implementation of the maintenance plan. Implementation of the maintenance plan can only begin once Phase 1 has been completed and approved by MDEQ.

SUB-RECIPIENT shall perform the following tasks (the “Work”):

- A. Act as a Project Partner with MDEQ for the project oversight and management activities of the Project;

- B. Procure contractor to conduct an assessment of existing trails and develop a trail maintenance plan;
- C. Provide MDEQ all information related to the Work, including but not limited to the trail maintenance plan, electronic files, GIS files, engineering drawings, data forms, and other information, as requested;
- D. Following approval of Phase 1 deliverables, coordinate with contractors to implement the trail maintenance plan;
- E. Perform other tasks identified by MDEQ related to this Project, as needed; and,
- F. Coordinate with MDEQ and other stakeholders, as needed.

4. Terms and Conditions

SUB-RECIPIENT shall be bound to MDEQ by all terms and conditions of this Agreement, including the Standard Sub-Award Terms and Conditions attached hereto as Attachment “A”, and, except as otherwise provided herein, the Plan, the Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon (DWH) Oil Spill, as amended, which is fully and expressly incorporated by reference into this Agreement herein, and Resolutions MS-2024-004, and its attachments, (“Resolution”) , attached hereto as Attachment “B”. SUB-RECIPIENT shall assume toward MDEQ all the obligations and responsibilities which MDEQ, through the Plan and Resolution(s), assumes towards the Mississippi Trustee Implementation Group (MS TIG). SUB-RECIPIENT shall perform all Work in strict accordance with this Agreement. SUB-RECIPIENT and its Contractors/Contracted Parties are subject to and must abide by all of the Terms and Conditions of this Agreement. The terms and conditions of this Agreement apply to the SUB-RECIPIENT and its Contractors/Contracted Parties.

5. Period of Performance

The Period of Performance shall commence upon execution of this Agreement by MDEQ’s Executive Director and shall end November 30, 2031 (“Period of Performance”). The SUB-RECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

6. Expenditure Commitment

The SUB-RECIPIENT commits to expend the funds provided by this Agreement exclusively for the completion of the tasks included in the Scope of Work.

7. **Consideration and Payment**

- A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to pay SUB-RECIPIENT an amount not to exceed Four Hundred Ten Thousand and 00/100 dollars (\$410,000.00) which is to be disbursed in two (2) phases as follows:

Phase 1- Trail Assessment and Maintenance Plan Development: \$33,645.00

Phase 2- Maintenance Plan Implementation: \$376,355.00. The funding for Phase 2 will be disbursed upon completion and approval by MDEQ of Phase 1 of the Project.

- B. *Payment.* Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.

- i. *Request for Payment.* SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"). SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to invoices@mdeq.ms.gov. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, hourly rate, and totals for each personnel cost included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:
 1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.
3. Prior to the submittal of a Reimbursement Request to MDEQ, SUB-RECIPIENT shall have paid all material, labor, equipment, taxes and all other obligations that relate to this Agreement through the period covered by SUB-RECIPIENT's Reimbursement Request.
4. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
5. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
6. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-RECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.
7. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUB-RECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted, SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted, the SUB-RECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted, the SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

8. Progress Reports

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

9. Final Payment and Report

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written acceptance of such Final Report. Within forty-five (45) days after MDEQ's written acceptance of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, the SUB-RECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the Final Payment amount is the remaining amount that the SUB-RECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against the SUB-RECIPIENT or its sureties under this Agreement.

10. Financial Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUB-RECIPIENT shall redact all information reflecting a person's home address, home or personal telephone number(s), social security number, family members, names of minor children, dates of birth, financial account numbers, and credit card numbers. SUB-RECIPIENT and any Contracted Parties (as such term is defined in the "Contracts" provision of this Agreement) are

limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUB-RECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Project is complete and accurate. SUB-RECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUB-RECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUB-RECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “C and incorporated herein in its entirety.

11. Contracts

SUB-RECIPIENT must notify MDEQ in writing and submit a Request to Contract form, provided by MDEQ, prior to contracting any portion of this Agreement. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable laws and regulations. MDEQ’s failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;
- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all the terms and conditions of this Agreement, and all applicable

State and Federal laws, regulations, rules, orders, and other governmental mandates;

- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with Mississippi laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, SUB-RECIPIENT or the Project.

SUB-RECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any Contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUB-RECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUB-RECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. Parties with whom contracts or sub-award agreements are entered into by the SUB-RECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties".

12. Evaluation

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

13. Additional Terms

In addition to all terms and conditions in this Agreement, SUB-RECIPIENT shall also abide by all terms and conditions set forth in Attachment "D" hereto and require these terms and conditions in all contracts between the SUB-RECIPIENT and Contracted Parties and in all contracts between Contracted Parties and their Sub-Contractors.

14. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such

announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten calendar (10) days prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress, or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

15. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention: Melanie Green

Address: P.O. Box 2261

Jackson, MS 39225

Phone: 601.961.5270

E-mail: mgreen@mdeq.ms.gov

If to SUB-RECIPIENT:

Attention: Paula Yancey

Address: 3380 Highway 90

Gautier, MS 39553

Phone: 228.497.8000 ext 315

E-mail: pyancey@gautier-ms.gov

16. Counterparts.

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT A

STANDARD SUB-AWARD TERMS AND CONDITIONS

1. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUB-RECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3. REPRESENTATION REGARDING CONTINGENT FEES

SUB-RECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

4. REPRESENTATION REGARDING GRATUITIES

SUB-RECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current state law in the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the tasks in the Scope of Work and Project Description.

6. COMPLIANCE WITH LAWS

The SUB-RECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the SUB-RECIPIENT agrees during the Period of Performance of the Agreement that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. The SUB-RECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

7. STOP WORK ORDER

A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUB-RECIPIENT, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- (1) cancel the stop work order; or,
- (2) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly, if:

- (1) The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

- (2) SUB-RECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

8. E-PAYMENT

SUB-RECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

9. E-VERIFICATION

If applicable, SUB-RECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

10. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed

Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at <http://www.transparency.mississippi>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

11. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUB-RECIPIENT's choice. MDEQ may, at its sole discretion, require the SUB-RECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. The SUB-RECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

12. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- (1) *Termination.* MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- (2) *SUB-RECIPIENT's Obligations.* SUB-RECIPIENT shall immediately terminate the specified Work and any further expenditure or obligation of funds, and return to MDEQ any unobligated and unspent portion of the funds then held by SUB-RECIPIENT and shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to the State. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

If SUB-RECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUB-RECIPIENT in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may then immediately terminate SUB-RECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-RECIPIENT in which the State has an interest.

13. DISPUTES

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. Section 49-17-41.

14. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT shall not assign, contract, or

otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

15. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a Mississippi state agency; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

16. DEBARMENT AND SUSPENSION

SUB-RECIPIENT certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

17. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.
- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall following provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without

the express written approval of MDEQ may result in the immediate termination of this Agreement.

E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:

- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
- (2) Generally known or easily ascertainable by nonparties to this Agreement;
- (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) Independently developed by the recipient without any reliance on confidential information;
- (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty;
- (6) Disclosed with the Disclosing Party’s prior written consent; or
- (7) Otherwise disclosed as required by applicable law.

18. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

19. FORCE MAJEURE

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-RECIPIENT shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and

the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

20. INDEMNIFICATION

The SUB-RECIPIENT agrees to maintain responsibility for the Work under the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

21. SUB-RECIPIENT STATUS

The SUB-RECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUB-RECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

The SUB-RECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

22. INSURANCE

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes equipment purchased under this Agreement. Should SUB-RECIPIENT procure and maintain additional insurance against liability for injury to persons or property, it should have the MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

23. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and the SUB-RECIPIENT. SUB-RECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

24. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

25. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUB-RECIPIENT.

26. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ upon termination or completion of the Agreement. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

27. EQUIPMENT

Subject to the obligations and conditions set forth in this section, title to equipment acquired under the Agreement will vest upon acquisition to the SUB-RECIPIENT subject to the following terms and conditions:

- (1) The use, management and disposition of equipment acquired under this Agreement must be performed in accordance with state laws and procedures.
- (2) The property cannot be encumbered without MDEQ's prior approval.
- (3) *Use.* Equipment must be used by the SUB-RECIPIENT in the Project for which it was acquired as long as needed, whether or not the Project continues to be supported by MDEQ. The equipment must be used for the authorized purposes of the Project during the Period of Performance, or until the property is no longer needed for the purposes of the Project. When property is no longer needed for the Project, funded under this Agreement, SUB-RECIPIENT must comply with the disposition procedures provided below.
- (4) *Disposition.* When equipment is no longer needed for the Project, SUB-RECIPIENT must request disposition instructions from MDEQ. Disposition of the equipment will be made as follows, in accordance with MDEQ's disposition instructions:
 - (i) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of in accordance with state laws and procedures with no further obligation to MDEQ.
 - (ii) Items of equipment with a current per unit fair market value of more than \$5,000 may either be retained, maintained, and used for other projects or other purposes, or may be sold by the SUB-RECIPIENT in accordance with state laws and procedures and MDEQ's disposition instructions. MDEQ reserves the right to require the SUB-RECIPIENT to transfer title to MDEQ or another entity when the property is no longer needed for the Project before the SUB-RECIPIENT may use the equipment for other projects or other purposes or sell such equipment.
 - (iii) Where MDEQ requires title to be transferred from the SUB-RECIPIENT and the SUB-RECIPIENT has provided its own funds, not provided under this Agreement or another Agreement funded by MDEQ, to pay for a portion of a unit of equipment acquired for the Project, the SUB-

RECIPIENT shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

28. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to SUB-RECIPIENT, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final

payment. These records shall be made available during the term of the Agreement and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies.

30. RIGHT TO INSPECT WORK; ACCESS

MDEQ, and their representatives, invitees, and consultants shall, shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ, and their representatives, invitees, and consultants, SUB-RECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUB-RECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-RECIPIENT's performance of the Work.

31. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. THIRD PARTY ACTION NOTIFICATION

SUB-RECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-RECIPIENT by any entity that may result in litigation related in any way to this Agreement.

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or work. If at any time during the Period of Performance, the service performed or work done by SUB-RECIPIENT is determined by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, MDEQ shall notify SUB-RECIPIENT. If SUB-RECIPIENT agrees with MDEQ's determination, it shall immediately correct such deficient service or work. If SUB-RECIPIENT disagrees with MDEQ's determination,

it shall immediately cease the work that is disputed until such dispute is resolved and shall be given an opportunity to respond to show that the service or work is not deficient or that it does not threaten the health, safety, or welfare of the citizens and/or employees of the State of Mississippi in accordance with the Dispute Resolution Clause of this Agreement, found in the “Disputes” provision provided above. If MDEQ still considers that the threatening condition exists, MDEQ shall have the right to correct the service or work, and the Maximum Amount of this Agreement may be reduced accordingly.

34. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUB-RECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUB-RECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracting Party and any contractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUB-RECIPIENT shall vacate the contract award in

the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

36. CONFLICT OF INTEREST

The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the SUB-RECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

37. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

38. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

39. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

40. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

ATTACHMENT B
PROJECT RESOLUTION

RESTORATION IN MISSISSIPPI TRUSTEE IMPLEMENTATION GROUP
of the
DEEPWATER HORIZON TRUSTEE COUNCIL

In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of
Mexico on April 20, 2010,
Civil Action Nos. 10-4536; 10-04182; 10-03059; 13-4677; 13-158; 13-00123 (ED. La.)
MDL No. 2179

Resolution # MS-2024-004

**Resolution of the Mississippi Trustee Implementation Group for the Withdrawal of Funds
for the Shepard State Park Recreational Enhancements Project for the Mississippi
Department of Environmental Quality**

1. In accordance with the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act of 1969 (NEPA), the *Deepwater Horizon* Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement (PDARP/PEIS), and the Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the *Deepwater Horizon* Oil Spill, revised August 2, 2021 (TC SOPs), the undersigned representatives of the Mississippi Trustee Implementation Group (MS TIG) hereby approve the attached Shepard State Park Recreational Enhancements Project Implementation Plan and approve the funding described below for the implementation of the Shepard State Park Recreational Enhancements project (Portal ID #363).
2. The activities to be funded support restoration to carry out the Shepard State Park Recreational Enhancements project in accordance with the Mississippi Trustee Implementation Group Final Restoration Plan 4/Environmental Assessment (RP4/EA): Restoration of Wetlands, Coastal, and Nearshore Habitats; Nutrient Reduction (Nonpoint Source); and Provide and Enhance Recreational Opportunities. The funded activities are also consistent with the restoration goals identified in the Final PDARP/PEIS and the Consent Decree entered in *United States v. BPXP et al.*, Civ. No. 10-4536, centralized in MDL 2179, *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010* (E.D. La.) on April 4, 2016, and with the TC SOPs.
3. Funds transferred from the Department of Interior Restoration Fund to the Implementing Trustee, as authorized by this Resolution, may be used only for the activities authorized by the RP4/EA and this Resolution and described in the attached Project Implementation Plan. Any other use of funds disbursed pursuant to this Resolution is prohibited. Any

non-authorized use of disbursed funds must be reported to the full TIG immediately upon discovery.

4. Through this Resolution and associated *Deepwater Horizon* Trustee Withdrawal Forms, the MS TIG authorizes the commitment and disbursement of up to \$735,000 in Provide and Enhance Recreational Opportunities Restoration Type funding from the DOI Restoration Fund to MDEQ for the project. Individual disbursements will be issued through one or more *Deepwater Horizon* Trustee Withdrawal Forms to be submitted following execution of this Resolution.

Restoration Type	Implementing Trustee	Project Name	Portal ID#	Authorized Budget
Provide and Enhance Recreational Opportunities	MDEQ	Shepard State Park Recreational Enhancements	363	\$735,000

5. It is resolved that after a thorough review of the proposed activities, the duly authorized officials for the Mississippi TIG authorize the release of funds. This resolution may be executed in counterparts.

RESTORATION IN MISSISSIPPI TRUSTEE IMPLEMENTATION GROUP



CHRIS WELLS

Trustee Council Designee, Mississippi Department of Environmental Quality



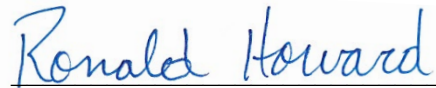
CHRISTOPHER D. DOLEY

Principal Representative, National Oceanic and Atmospheric Administration



MARY JOSIE BLANCHARD

Principal Representative, Department of the Interior



RONALD HOWARD

Alternate to Principal Representative, U.S. Department of Agriculture



MARY KAY LYNCH

Alternate to Principal Representative, U.S. Environmental Protection Agency

Effective Date: April 8, 2024

Shepard State Park Recreational Enhancements Project Implementation Plan

I. Document Purpose

The Mississippi Department of Environmental Quality (MDEQ) is the Implementing Trustee for the Shepard State Park Recreational Enhancements (Project), which was selected in the Mississippi Trustee Implementation Group (MS TIG) Restoration Plan 4/Environmental Assessment: Wetlands, Coastal and Nearshore Habitats; Nutrient Reduction (Nonpoint Source); and Provide and Enhance Recreational Opportunities (RP4/EA). The purpose of this Project Implementation Plan (PIP) is to establish project roles, responsibilities, and budgets, to the extent practicable. Roles, responsibilities, and/or budget may change over the course of project implementation, and this PIP may be updated on an as-needed basis.

II. Project Overview

The Project will occur at Shepherd State Park in Gautier, Mississippi. This Project will provide additional visitor use experience and enhance access to natural resources by: conversion of an existing facility (the Gray House) to an environmental education center; improvement and maintenance of existing trails; and providing enhanced natural resources related educational programs for park visitors (See RP4/EA; Figure 2-9). The Implementing Trustee for the project is MDEQ. The project funding is \$735,000.00. The Project is further described in Sections 2.4.3 and 3.4.2 of the RP4/EA. The project lifespan is approximately six (6) years.

III. Project Implementation Activities

The Project has been organized into four main categories of activities:

- 1) Project Oversight and Management;
- 2) Planning, Engineering and Design;
- 3) Construction, and
- 4) Monitoring and Adaptive Management.

1. Project Oversight and Management

MDEQ will coordinate with the MS TIG, track project progress, provide program management and oversight, and provide monitoring oversight. Project oversight and management activities will include, but are not limited to procurement of contractors, reconciliation of expenditures, ensuring program and environmental compliance, and annual financial and compliance assessments of funds provided for this Project.

2. Planning, Engineering and Design

MDEQ will coordinate with the City of Gautier to complete environmental and engineering studies, engineering design, environmental permitting, and development of bid documents.

3. Construction

MDEQ will coordinate with the City of Gautier for the Construction activities of the Project, including construction administration, oversight of as-built surveys, and other construction services.

4. Monitoring and Adaptive Management

As part of the RP4/EA, the MS TIG developed a Monitoring and Adaptive Management Plan (MAM Plan) for the Project. The MS TIG is responsible for addressing MAM objectives that pertain to its restoration activities and for communicating information to the public through Data Integration Visualization Exploration and Reporting (DIVER). MDEQ will be responsible for the Monitoring and Adaptive Management activities as described in Appendix A of the RP4/EA.

IV. Project Implementation Funding and Responsibilities

Funding for this Project is \$735,000.00 to implement the project responsibilities described in Section III.

ATTACHMENT C
SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT
RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUB-RECIPIENT's systems and processes for financial management was performed as of part of the initial sub-award process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this sub-award agreement. No corrective action is required to the SUB-RECIPIENT's systems and processes at the time of this award. MDEQ requests the SUB-RECIPIENT provide the following information to MDEQ as part of observations made during the evaluation:

1. SUB-RECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the program performance period.
2. SUB-RECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUB-RECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUB-RECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUB-RECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUB-RECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUB-RECIPIENT's ability to comply with grant and/or sub-award requirements.

ATTACHMENT D
CONTRACT CONDITIONS

1. The Contracted Party agrees to allow the SUB-RECIPIENT, Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives' access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the Project for the purpose of making audits, examinations, excerpts, and transcriptions.
2. The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the SUB-RECIPIENT.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on Work under this Agreement.

3. The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.
4. Salaries of personnel performing Work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all contracts covering Work under this Agreement to insure compliance by the contractors with such regulations, and shall be responsible for the submission of affidavits required of contractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.
5. The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Miss. Code Ann. Section 21-39-1, (1972), which prohibits municipal officers and employees from having or owning any interest or share,

individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any contract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or contract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Miss. Code Ann. Section 97-11-19 (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

6. Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which this grant relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
7. It is the duty of the SUB-RECIPIENT and Contracted Party to insure the construction of the Project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, or any local government or political subdivision to the extent that such requirements do not conflict with Federal laws and regulations and any regulations or policies established by the Commission on Environmental Quality.
8. To the extent allowed by State Law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.
9. The SUB-RECIPIENT and Contracted Party acknowledge and agree that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-RECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are

not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-RECIPIENT.

10. Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to this project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract.
11. The SUB-RECIPIENT shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party.
12. The SUB-RECIPIENT and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.
13. MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-RECIPIENT and any other party.
14. The SUB-RECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB-RECIPIENT and the Contracted Party or any other parties.

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:

December 17, 2024

Title:

Authorization to enter into a Professional Services Agreement with Seymour Engineering for the Belk Building Canopy Demolition 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 the Belk Building Canopy Demolition Project, in an amount not to exceed \$32,000.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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, in 2021, the City of Gautier purchased the Old Singing River Mall Property, excluding the Belk building and parking area; and

WHEREAS, upon the purchase of the old mall site, and in conjunction with the development of the Town Center, the City plans to establish a centralized, downtown area for retail growth and development; and

WHEREAS, the City intends to demolish the existing canopy and remove the concrete slab. In addition, structural modifications will also be constructed adjacent to the Belk Building; and

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

WHEREAS, pursuant to this agreement, Seymour Engineering will provide topographic survey, drone investigation, engineering design/bidding, and construction administration/resident project representative services in this agreement; 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 Belk Building Canopy Demolition Project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 17, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From:
Date: December 6, 2024
Subject: Professional Services Agreement with Seymour Engineering for the Belk Building Canopy Demolition Agreement

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for the demolition of the Belk Building Canopy Demolition Project.

BACKGROUND:

The old Singing River Mall property was purchased back in 2021 by the City of Gautier excluding the Belk Building and parking area. Upon the purchase of the old mall site, and in conjunction with the development of the Town Center, the city plans to establish a centralized, downtown area for retail growth and other development.

The city intends to demolish the existing canopy and remove the concrete slab. In addition, structural modifications will also be constructed adjacent to the Belk building.

DISCUSSION:

Seymour will provide topographic survey, drone investigation, engineering design/bidding, and construction administration/resident project representative services in this agreement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for the Belk Building Canopy Demolition Project in an amount not to exceed \$32,000.

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 demolish the existing canopy and remove concrete slab. Structural modifications shall also be constructed adjacent to the Belk building 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. – **Not Applicable**

During the Construction Phase:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. 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 C:

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

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

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit B. 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** Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.

5.2.2 **Exhibit B** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.

5.2.3 **Exhibit C** Payments to Engineer, consisting of 2 pages.

5.3 This Agreement (consisting of pages 1 to 13, 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
TO AGREEMENT BETWEEN OWNER
AND ENGINEER FOR PROFESSIONAL SERVICES,
(for use with No. 1910-1. 1984 Edition)

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

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on _____2024, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

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

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

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

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

EXHIBIT B
STANDARD HOURLY RATES

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

EXHIBIT C

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. ADDITIONAL SERVICES:

A. Topographic Survey

Conduct an As-Built survey of the project area depicting existing conditions.

COST: LUMP SUM \$1,200.00

B. Drone Investigation

Utilize a drone to video the structural components of the roof system.

COST: LUMP SUM \$2,000.00

2. BASIC SERVICES:

A. Engineering Design/Bidding

Construction drawings and specifications will be prepared for the Project, taking into consideration the fees and costs associated with the construction and the professional services and administration of the Project. The Project concept includes demolishing the existing canopy and removing concrete slab. Structural modifications shall also be constructed adjacent to the Belk building.

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$21,000.00

B. Construction Administration / Resident Project Representative

1. Construction Administration

- a. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.

- b. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- c. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- d. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

2. Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: LUMP SUM \$7,800.00

TOTAL LUMP SUM COST: \$32,000.00

**Reproduction costs shall be a reimbursable expense billed to the contract.*

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting: December 17, 2024
Title: Authorization to advertise for bids for the GOMESA Hickory Hills, Langrange, and Cotita Water Quality and Storm Water Runoff Improvements Project

Introduced by:
Contact Person/Telephone Kim Saucier 497-8000

Summary Explanation: Authorization to advertise for bids for the GOMESA Hickory Hills, Langrange, and Cotita Water Quality and Storm Water Runoff Improvements Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Grants and Projects Department is requesting authorization to advertise for bids for the GOMESA Hickory Hills, Lagrange, and Cotita Water Quality and Storm Water Runoff Improvements Project; and

WHEREAS, the City was awarded \$2,973,981 in GOMESA funding for the Hickory Hills, Lagrange, and Cotita Water Quality and Stormwater Runoff Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish, wildlife, and natural resources; and

WHEREAS, the project will consist of installing a new drainage system including drain inlets, concrete ditch, series of reinforced concrete pipes, grassed outfall swales as a secondary treatment system, and erosion control measures that will also be implemented throughout the project; and

WHEREAS, the stormwater treatment structures will remove sediment from stormwater runoff decreasing pollutant discharges into the Pascagoula River and Gulf of Mexico. The implementation of erosion control measures will aid in coastal restoration, and hurricane protection, and mitigate the loss of coastal wetlands; and

WHEREAS, if approved, the advertisement for bids will run in the Sun Herald on December 22 and December 29, 2024. A pre-bid meeting will be held on January 23, 2025 at the office of Seymour Engineering, with the bid opening at 11am on January 30, 2025 at Gautier City Hall; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids on this project is in the best interests of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the GOMESA Hickory Hills, Lagrange, and Cotita Water Quality and Storm Water Runoff Improvements Project.

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

Motion was made by **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 17, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: December 10, 2024
Subject: Authorization to Advertise for Bid for GOMESA Hickory Hills, Lagrange, and Cotita Water Quality and Storm Water Runoff Improvements Project.

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bids for the GOMESA Hickory Hills, Lagrange, and Cotita Water Quality and Storm Water Runoff Improvements Project.

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 \$2,973,981 in GOMESA funding for the Hickory Hills, Lagrange, and Cotita Water Quality and Stormwater Runoff Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish, wildlife, and natural resources.

The project will consist of installing a new drainage system including drain inlets, concrete ditch, series of reinforced concrete pipes, grassed outfall swales as a secondary treatment system, and erosion control measures that will also be implemented throughout the project.

The stormwater treatment structures will remove sediment from stormwater runoff decreasing pollutant discharges into the Pascagoula River and Gulf of Mexico. The implementation of erosion control measures will aid in coastal restoration, and hurricane protection, and mitigate the loss of coastal wetlands.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on December 22 and December 29, 2024. A pre-bid meeting will be held on January 23, 2025, at the office of Seymour Engineering for prospective bidders. Bids will be opened at 11:00 a.m. January 30, 2025, at Gautier City Hall.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council authorize advertisement for bids for the GOMESA Hickory Hills, Lagrange, and Cotita Water Quality and Storm Water Runoff Improvements Project

The City Council may:

1. Accept the advertisement, as presented; or
2. Not accept the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for bid

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until 10:00 A.M. on January 30, 2025, and bids will be opened at 11:00 A.M. on January 30, 2025, at City Hall for the following:

HICKORY HILLS DRAINAGE IMPROVEMENTS (GOMESA)

These bids are invited to construct a new drainage system including drain inlets, concrete ditch, and grass ditch with check dams, and repaving roadway in Gautier, Mississippi.

A Pre-Bid meeting will be held at 10:00 a.m. on January 23, 2025, at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. Pre-Bid Meeting is not mandatory, but strongly suggested that all prospective Bidders attend this meeting.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy. All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Hunter Sonier, E.I. and can be contacted at the listed address or at hsonier@seymoureng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to LEOQUEITA REDDIX, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

HICKORY HILLS DRAINAGE IMPROVEMENTS (GOMESA)

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2024.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Advertise: December 22, 2024
Advertise: December 29, 2024
Open: January 30, 2025

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:

December 17, 2024

Title:

Authorization to enter into a Professional Services Agreement with Seymour Engineering for the construction services of Lark Park

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 the construction services of Lark Park in an amount not to exceed \$195,000

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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, Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Local Improvements Projects Fund authorized expenditures from the Capital Expense Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the construction of Lark Park; and

WHEREAS, the additional recreational facilities at the park would include activities for both adults and youth, including outdoor basketball courts, tennis/pickleball courts, a playground, and a splash pad; and

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

WHEREAS, pursuant to this agreement, Seymour Engineering will provide topographic survey, geotechnical investigation, engineering design, bidding, construction administration, and resident project representative services in this agreement; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Seymour Engineering for the construction services of Lark Park is hereby approved.

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

Motion was made by **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 17, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: December 10, 2024
Subject: Professional Services Agreement with Seymour Engineering for the Lark Park Agreement

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for the construction services of Lark Park.

BACKGROUND:

Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Local Improvements Projects Fund authorized expenditures from the Capital Expense Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the construction of Lark Park.

The additional recreational facilities at the park would include activities for both adults and youth. The park would consist of outdoor basketball courts, tennis/pickleball courts, a playground, and a splash pad.

DISCUSSION:

Seymour will provide topographic survey, geotechnical investigation, engineering design, bidding, construction administration, and resident project representative services in this agreement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for the construction services of Lark Park in an amount not to exceed \$195,000.

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 construct new basketball courts, tennis courts, playground/splash pad, landscaping and parking lot improvements at Lark Park 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. – Shall be issued by Task Order

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. – Shall be issued by Task Order

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 B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the 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 2.1.5, 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 C:

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

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

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit A. Item numbers 2.1.4, and 2.1.5 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** Responsibilities and Limitations of Authority of Resident Project Representative, consisting of 4 pages.

5.2.3 **Exhibit C** Payments to Engineer, consisting of 2 pages.

5.3 This Agreement (consisting of pages 1 to 14, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

OWNER:

DATE:

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

ADDRESS FOR GIVING NOTICES:

**3330 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 _____, 20__, (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 _____, 20__, between the CITY OF BILOXI. (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- a. Record date of receipt of Shop Drawings and samples.
- b. Receive samples which are furnished at the site by CONTRACTOR and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or logbook, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

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

EXHIBIT C

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. ADDITIONAL SERVICES:

A. Topographic Survey

Conduct a topographic survey of the project area with elevation cross-sections, existing structures, and pertinent drainage data will be collected. Existing sanitary sewer and water distribution lines will be located. A Topographic Survey drawing will be provided depicting existing conditions.

COST: LUMP SUM \$5,000.00

B. Geotechnical Investigation

Soil borings of adequate depth shall be performed to assist in the design of the facility. A Geotechnical Report shall be prepared with recommendations for site preparation.

COST: LUMP SUM \$10,000.00

2. BASIC SERVICES:

A. Engineering Design / Bidding

1. Engineering Design

Construction drawings and specifications will be prepared for the Project, taking into consideration the fees and costs associated with the construction and the professional services and administration of the Project. The Project concept includes the construction of new basketball courts, tennis courts, playground/splash pad, landscaping and parking lot improvements at Lark Park in Gautier, Mississippi.

2. Bidding

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$130,000.00

B. Construction Administration

1. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
2. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
3. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
4. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

COST: LUMP SUM \$20,000.00

C. Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit B)

COST: LUMP SUM \$30,000.00

TOTAL LUMP SUM COST: \$195,000.00

**CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet**

Council Meeting:
Title:

December 17, 2024
Approval of Change Order No. 2 to increase the contract days by an additional 27 days for the Hwy 90 Sanitary Sewer and Water Lines-SR Mall Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 2 to increase the contract days by an additional 27 days for the Hwy 90 Sanitary Sewer and Water Lines-SR Mall Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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 Grants and Projects Department requests City Council authorization to approve Change Order No. 2 to increase the contract days for the Highway 90 Sanitary Sewer and Water Lines-SR Mall Project; and

WHEREAS, the project improvements to the site will install approximately 2180 LF of 8-inch C900 Water Line, 2300 LF of 12-in SDR-26 Sanitary Line, and 10 new manholes; and

WHEREAS, Change Order No. 1 served to increase the contract time by an additional 30 days, due to the material lead time of the precast manholes; and

WHEREAS, Change Order No. 2 serves to increase the contract time additional 27 days, due to weather delays, and material lead times of spacers to complete the section under Gautier Vancleave Road, with the new completion date from December 11, 2024, to January 7, 2024; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in contract days is reasonable;

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the Change Order No. 2, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 2 is approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 17, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: December 10, 2024
Subject: Hwy 90 Sanitary Sewer and Water Lines-SR Mall Project – Bottom 2 Top, LLC – Change Order No.2 Contract Time

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 2 to increase the contract days with Bottom 2 Top, LLC for the Hwy 90 Sanitary Sewer and Water Lines-SR Mall Project an additional 27 days.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) manages this program. MDEQ produced Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Hwy 90 Sanitary Sewer and Water Lines-SR Mall Project.

The project improvements to the site will install approximately 2180 LF of 8-inch C900 Water Line, 2300 LF of 12-in SDR-26 Sanitary Sewer Line, and 10 new manholes.

Change Order No. 1 serves to add 30 days to the contract time, which will push the project completion from November 11, 2024, to December 11, 2024, due to the material lead time of the precast manholes. If approved the contract time will increase from 150 days to 180 days.

DISCUSSION:

Change Order No. 2 serves to increase the contract time additional 27 days, which will push the project completion from December 11, 2024, to January 7, 2024. The request for additional days is due to weather delays, and material lead times of spacers to complete the section under Gautier Vancleave Road. If approved the contract time will increase from 180 days to 207 days.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 to add an additional 30 days to the contract time due to the material lead time of the precast manholes.

The City Council may:

1. Approve Change Order No. 2, as presented; or
2. Not approve Change Order No. 2.

ATTACHMENT(S):

1. Change Order No. 2

CHANGE ORDER

OWNER:

City of Gautier
3330 Hwy. 90
Gautier, MS 39553

CHANGE ORDER NO.**2****DATE:**

12/10/2024

CONTRACTOR:

Bottom 2 Top Construction, LLC
16708 HWY 67
Biloxi, MS, 39532

ENGINEER: Seymour Engineering, PLLC**PROJECT:** Singing River Mall Water &
Sewer Improvements**SUMMARY:**

This Change Order serves to increase the contract time based on the weather delays. The date for Substantial Completion will be pushed to January 7th, 2025.

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

The original Contract Sum: \$1,069,667.45

Net Change by previously authorized Change Orders: \$0.00

The Contract Sum prior to this Change Order was: \$1,069,667.45

The Contract Sum will now Change (+): \$0.00

The New Contract Sum including this Change Order will be: \$1,069,667.45

The original Contract Time: 150

Net Change by previously authorized Change Orders: 30

The Date of Substantial Completion prior to this Change Order: 12/11/2024

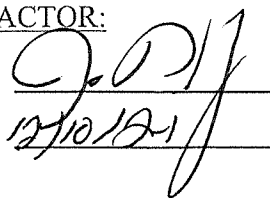
The Contract Time will now Change by (+) days: 27

The New Date of Substantial Completion will be: 1/7/2025

CONTRACTOR:

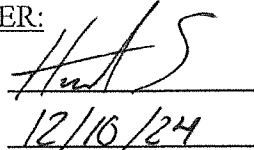
By:

Date:


12/10/24**ENGINEER:**

By:

Date:


12/10/24**OWNER:**

By:

Date:



Singing River Water and Sewer Improvements

City of Gautier

Seymour Engineering

Bottom 2 Top Construction would like to formally request 79 additional contract days due to weather through November 30th.

We were previously granted a One Month Extension Due to Pre-Cast Structures. We did not receive the structures until 3 September 2024.

We would request 22 additional days for the delay in receiving materials.

Subtract the 52 days for delay of material will leave 27 remaining weather delays.

We would like to request a total of 27 additional days to complete the project.

Address:

16708 Hwy 67 Biloxi MS 39532

Office: 228-731-3795

Cell: 228-234-3739

Fax: 228-314-3811

Email: jraffeo@bottom2top.net

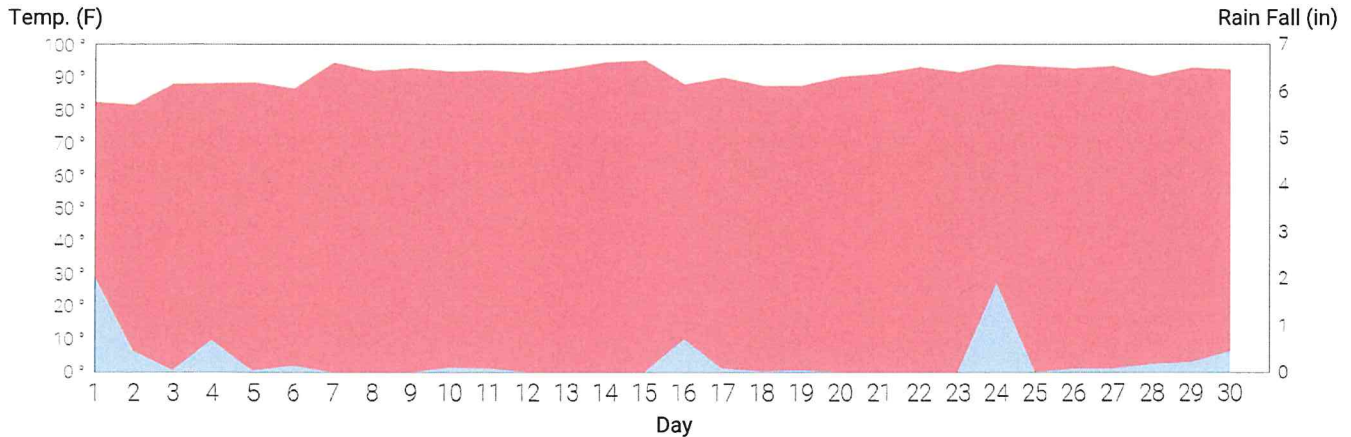


Singing River Water and Sewer

[Full Weather Report](#)

Weather Jun. 2024

● Temperature ● Rain Fall



Weather Jun. 2024

10 DAYS

Saturday
06/01/24

83 °
Rain
Wind: 11 MPH S
Precipitation: 2.01"
Humidity: 80%

Sunday
06/02/24

82 °
Rain
Wind: 8 MPH SE
Precipitation: 0.44"
Humidity: 83%

Monday
06/03/24

88 °
Rain
Wind: 11 MPH S
Precipitation: 0.02"
Humidity: 77%

Tuesday
06/04/24

88 °
Rain
Wind: 12 MPH S
Precipitation: 0.67"
Humidity: 76%

Wednesday
06/05/24

89 °
Rain
Wind: 14 MPH SW
Precipitation: 0.02"
Humidity: 77%

Thursday
06/06/24

87 °
Rain
Wind: 7 MPH W
Precipitation: 0.13"
Humidity: 79%

Friday
06/07/24

95 °
Clear
Wind: 9 MPH N
Precipitation: 0.0"
Humidity: 68%

Saturday
06/08/24

92 °
Clear
Wind: 9 MPH SE
Precipitation: 0.0"
Humidity: 63%

Sunday
06/09/24

93 °
Clear
Wind: 12 MPH SW
Precipitation: 0.0"
Humidity: 71%

Monday
06/10/24

92 °
Rain
Wind: 9 MPH W
Precipitation: 0.1"
Humidity: 70%

Tuesday
06/11/24

92 °
Rain
Wind: 10 MPH NE
Precipitation: 0.07"
Humidity: 63%

Wednesday
06/12/24

92 °
Partly cloudy
Wind: 8 MPH NE
Precipitation: 0.0"
Humidity: 62%

Thursday
06/13/24

93 °
Partly cloudy
Wind: 9 MPH NW
Precipitation: 0.0"
Humidity: 67%

Friday
06/14/24

95 °
Clear
Wind: 11 MPH E
Precipitation: 0.0"
Humidity: 66%

Saturday
06/15/24

96 °
Clear
Wind: 11 MPH SE
Precipitation: 0.0"
Humidity: 65%

Sunday
06/16/24

88 °
Rain
Wind: 18 MPH E
Precipitation: 0.69"

Monday
06/17/24

90 °
Rain
Wind: 16 MPH E
Precipitation: 0.07"

Tuesday
06/18/24

88 °
Rain
Wind: 18 MPH E
Precipitation: 0.0"

Wednesday
06/19/24

88 °
Rain
Wind: 18 MPH E
Precipitation: 0.04"

Thursday
06/20/24

90 °
Partly cloudy
Wind: 12 MPH E
Precipitation: 0.0"

Friday
06/21/24

92 °
Partly cloudy
Wind: 12 MPH E
Precipitation: 0.0"

Saturday
06/22/24

94 °
Clear
Wind: 10 MPH S
Precipitation: 0.0"

Humidity: 83%

Sunday
06/23/24



92 °

Clear
Wind: 9 MPH SW
Precipitation: 0.0"
Humidity: 72%

Humidity: 78%

Monday
06/24/24



94 °

Rain
Wind: 14 MPH W
Precipitation: 1.89"
Humidity: 81%

Humidity: 72%

Tuesday
06/25/24



94 °

Clear
Wind: 11 MPH SW
Precipitation: 0.0"
Humidity: 76%

Humidity: 72%

Wednesday
06/26/24



93 °

Rain
Wind: 11 MPH SW
Precipitation: 0.08"
Humidity: 75%

Humidity: 69%

Thursday
06/27/24



94 °

Rain
Wind: 8 MPH W
Precipitation: 0.07"
Humidity: 73%

Humidity: 69%

Friday
06/28/24



91 °

Rain
Wind: 14 MPH SW
Precipitation: 0.16"
Humidity: 76%

Humidity: 67%

Saturday
06/29/24



93 °

Rain
Wind: 10 MPH SW
Precipitation: 0.2"
Humidity: 74%

Sunday
06/30/24



93 °

Rain
Wind: 7 MPH NW
Precipitation: 0.44"
Humidity: 85%

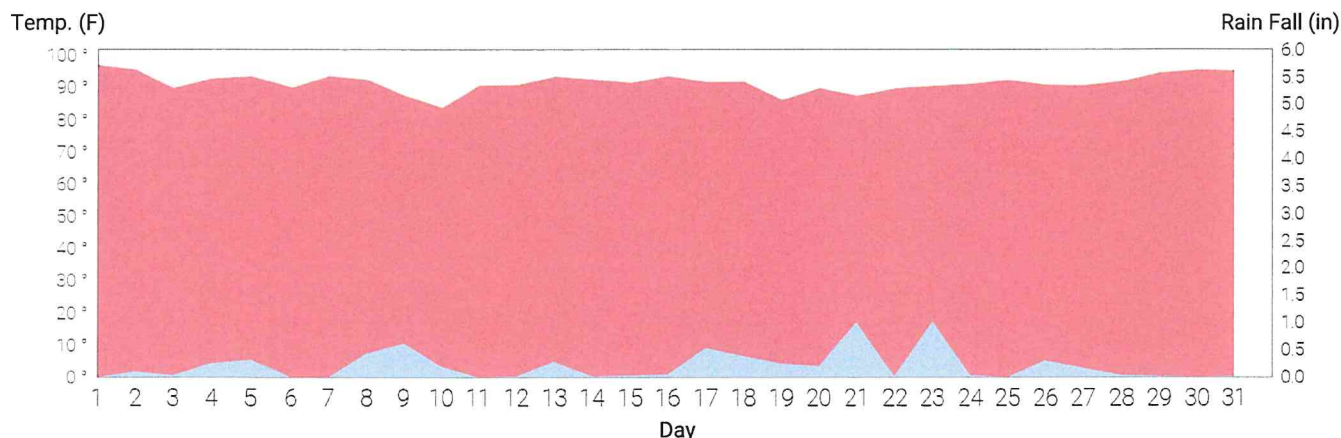


Singing River Water and Sewer

[Full Weather Report](#)

Weather Jul. 2024

● Temperature ● Rain Fall



Weather Jul. 2024

25 Days

25 DAY

Monday 07/01/24	Tuesday 07/02/24	Wednesday 07/03/24	Thursday 07/04/24	Friday 07/05/24	Saturday 07/06/24
97° Clear Wind: 10 MPH N Precipitation: 0.0" Humidity: 76%	96° Rain Wind: 11 MPH E Precipitation: 0.08" Humidity: 77%	90° Rain Wind: 9 MPH S Precipitation: 0.03" Humidity: 79%	93° Rain Wind: 9 MPH W Precipitation: 0.25" Humidity: 80%	94° Rain Wind: 12 MPH SW Precipitation: 0.31" Humidity: 81%	90° Partly cloudy Wind: 7 MPH W Precipitation: 0.0" Humidity: 80%
Sunday 07/07/24	Monday 07/08/24	Tuesday 07/09/24	Wednesday 07/10/24	Thursday 07/11/24	Friday 07/12/24
94° Partly cloudy Wind: 10 MPH SE Precipitation: 0.0" Humidity: 74%	93° Rain Wind: 13 MPH SE Precipitation: 0.43" Humidity: 74%	88° Rain Wind: 15 MPH SW Precipitation: 0.61" Humidity: 81%	84° Rain Wind: 8 MPH NE Precipitation: 0.19" Humidity: 83%	91° Partly cloudy Wind: 9 MPH SW Precipitation: 0.0" Humidity: 75%	91° Rain Wind: 7 MPH SW Precipitation: 0.0" Humidity: 75%
Saturday 07/13/24	Sunday 07/14/24	Monday 07/15/24	Tuesday 07/16/24	Wednesday 07/17/24	Thursday 07/18/24
94° Rain Wind: 12 MPH SW Precipitation: 0.27" Humidity: 76%	93° Rain Wind: 17 MPH SE Precipitation: 0.01" Humidity: 77%	92° Rain Wind: 10 MPH W Precipitation: 0.02" Humidity: 74%	94° Rain Wind: 8 MPH SW Precipitation: 0.05" Humidity: 73%	92° Rain Wind: 8 MPH NW Precipitation: 0.52" Humidity: 78%	92° Rain Wind: 9 MPH NW Precipitation: 0.37" Humidity: 80%
Friday 07/19/24	Saturday 07/20/24	Sunday 07/21/24	Monday 07/22/24	Tuesday 07/23/24	Wednesday 07/24/24
86° Rain Wind: 11 MPH E Precipitation: 0.24" Humidity: 84%	90° Rain Wind: 9 MPH SW Precipitation: 0.19" Humidity: 78%	88° Rain Wind: 11 MPH SW Precipitation: 1.0" Humidity: 77%	90° Rain Wind: 9 MPH SW Precipitation: 0.01" Humidity: 74%	91° Rain Wind: 8 MPH S Precipitation: 1.01" Humidity: 73%	91° Rain Wind: 9 MPH SW Precipitation: 0.02" Humidity: 78%
Thursday 07/25/24	Friday 07/26/24	Saturday 07/27/24			
92° Partly cloudy Wind: 8 MPH E Precipitation: 0.0"	91° Rain Wind: 18 MPH E Precipitation: 0.3"	91° Rain Wind: 9 MPH S Precipitation: 0.16"			

Humidity: 83%

Humidity: 79%

Humidity: 81%

Humidity: 78%

Humidity: 77%

Humidity: 82%

Humidity: 79%

Sunday
07/28/24

Monday
07/29/24

Tuesday
07/30/24

Wednesday
07/31/24



92°



95°



96°



95°

Rain

Wind: 8 MPH SW
Precipitation: 0.02"
Humidity: 76%

Rain

Wind: 8 MPH W
Precipitation: 0.01"
Humidity: 75%

Clear

Wind: 9 MPH W
Precipitation: 0.0"
Humidity: 73%

Rain

Wind: 7 MPH NW
Precipitation: 0.01"
Humidity: 76%

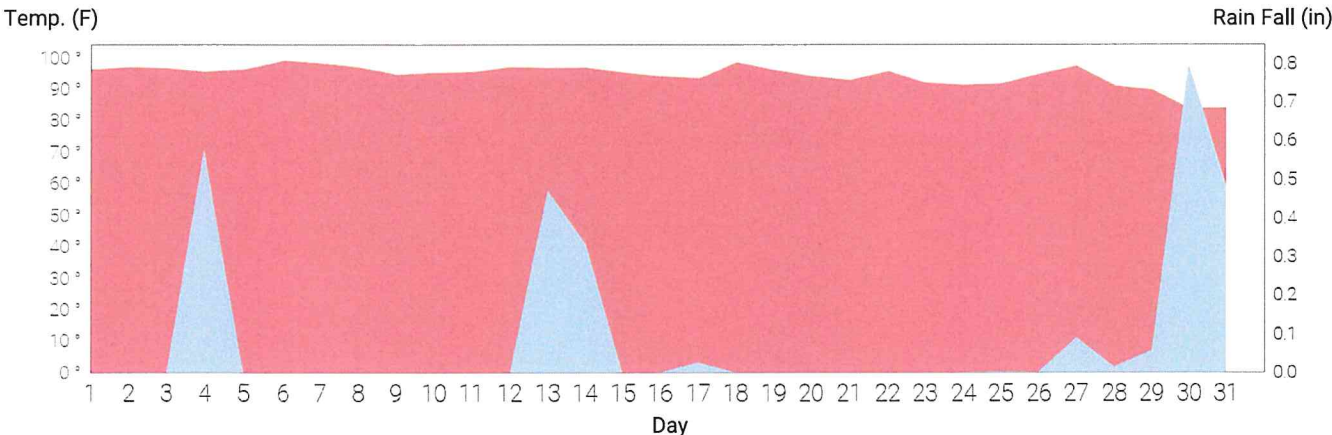


Singing River Water and Sewer

[Full Weather Report](#)

Weather Aug. 2024

● Temperature ● Rain Fall



Weather Aug. 2024

10 Days

							Thursday 08/01/24	Friday 08/02/24	Saturday 08/03/24
							96°	97°	97°
							Clear Wind: 9 MPH W Precipitation: 0.0" Humidity: 72%	Clear Wind: 8 MPH W Precipitation: 0.0" Humidity: 72%	Partly cloudy Wind: 6 MPH NW Precipitation: 0.0" Humidity: 73%
Sunday 08/04/24	Monday 08/05/24	Tuesday 08/06/24	Wednesday 08/07/24	Thursday 08/08/24	Friday 08/09/24	Saturday 08/10/24			
96°	96°	99°	98°	97°	95°	95°			
Rain Wind: 8 MPH NE Precipitation: 0.58" Humidity: 75%	Clear Wind: 9 MPH N Precipitation: 0.0" Humidity: 71%	Clear Wind: 10 MPH NW Precipitation: 0.0" Humidity: 67%	Clear Wind: 9 MPH N Precipitation: 0.0" Humidity: 64%	Clear Wind: 11 MPH NW Precipitation: 0.0" Humidity: 65%	Partly cloudy Wind: 8 MPH NW Precipitation: 0.0" Humidity: 68%	Clear Wind: 8 MPH N Precipitation: 0.0" Humidity: 63%			
Sunday 08/11/24	Monday 08/12/24	Tuesday 08/13/24	Wednesday 08/14/24	Thursday 08/15/24	Friday 08/16/24	Saturday 08/17/24			
96°	97°	97°	97°	95°	94°	94°			
Clear Wind: 10 MPH NW Precipitation: 0.0" Humidity: 66%	Clear Wind: 9 MPH W Precipitation: 0.0" Humidity: 68%	Rain Wind: 10 MPH SW Precipitation: 0.47" Humidity: 75%	Rain Wind: 10 MPH W Precipitation: 0.33" Humidity: 77%	Clear Wind: 8 MPH NE Precipitation: 0.0" Humidity: 75%	Partly cloudy Wind: 10 MPH SE Precipitation: 0.0" Humidity: 75%	Rain Wind: 12 MPH SW Precipitation: 0.03" Humidity: 76%			
Sunday 08/18/24	Monday 08/19/24	Tuesday 08/20/24	Wednesday 08/21/24	Thursday 08/22/24	Friday 08/23/24	Saturday 08/24/24			
99°	96°	94°	93°	96°	92°	91°			
Clear Wind: 7 MPH W Precipitation: 0.0"	Clear Wind: 11 MPH N Precipitation: 0.0"	Clear Wind: 9 MPH N Precipitation: 0.0"	Clear Wind: 8 MPH N Precipitation: 0.0"	Clear Wind: 9 MPH NE Precipitation: 0.0"	Clear Wind: 12 MPH E Precipitation: 0.0"	Clear Wind: 11 MPH E Precipitation: 0.0"			

Humidity: 73%

Sunday
08/25/24



92 °

Rain
Wind: 14 MPH E
Precipitation: 0.0"
Humidity: 73%

Humidity: 64%

Monday
08/26/24



95 °

Clear
Wind: 9 MPH E
Precipitation: 0.0"
Humidity: 72%

Humidity: 63%

Tuesday
08/27/24



97 °

Rain
Wind: 10 MPH E
Precipitation: 0.09"
Humidity: 71%

Humidity: 64%

Wednesday
08/28/24



91 °

Rain
Wind: 11 MPH SE
Precipitation: 0.01"
Humidity: 77%

Humidity: 63%

Thursday
08/29/24



90 °

Rain
Wind: 13 MPH E
Precipitation: 0.06"
Humidity: 78%

Humidity: 65%

Friday
08/30/24



84 °

Rain
Wind: 6 MPH E
Precipitation: 0.8"
Humidity: 86%

Humidity: 65%

Saturday
08/31/24



84 °

Rain
Wind: 8 MPH E
Precipitation: 0.48"
Humidity: 85%

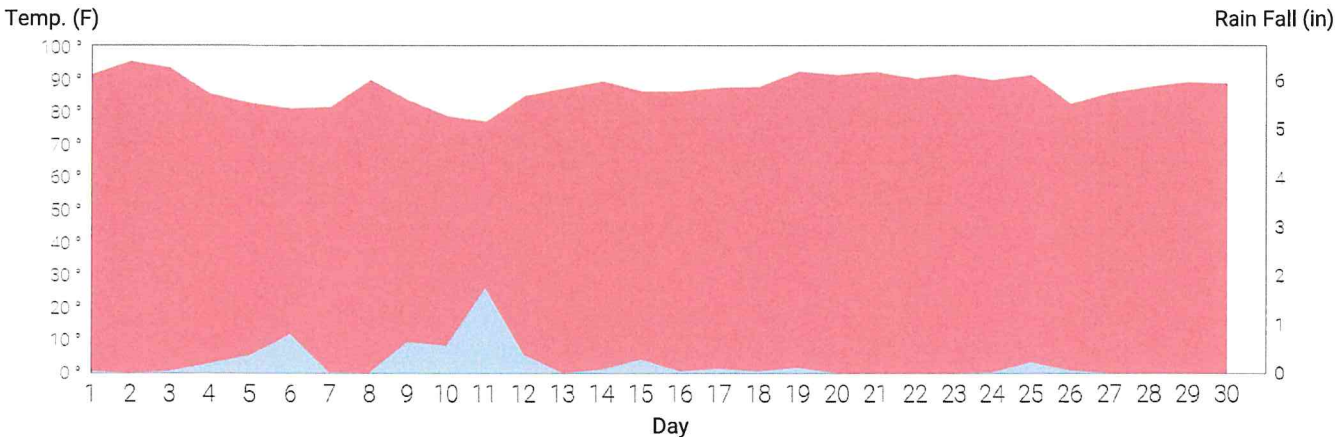


Singing River Water and Sewer

[Full Weather Report](#)

Weather Sep. 2024

● Temperature ● Rain Fall



Weather Sep. 2024 19 Days

Sunday 09/01/24 92° Rain Wind: 14 MPH SE Precipitation: 0.02" Humidity: 77%	Monday 09/02/24 96° Clear Wind: 7 MPH NW Precipitation: 0.0" Humidity: 73%	Tuesday 09/03/24 94° Rain Wind: 8 MPH E Precipitation: 0.03" Humidity: 70%	Wednesday 09/04/24 86° Rain Wind: 14 MPH E Precipitation: 0.17" Humidity: 77%	Thursday 09/05/24 83° Rain Wind: 9 MPH NE Precipitation: 0.34" Humidity: 84%	Friday 09/06/24 81° Rain Wind: 9 MPH NE Precipitation: 0.8" Humidity: 87%	Saturday 09/07/24 82° Rain Wind: 11 MPH NE Precipitation: 0.01" Humidity: 82%
Sunday 09/08/24 90° Partly cloudy Wind: 11 MPH NE Precipitation: 0.0" Humidity: 67%	Monday 09/09/24 84° Rain Wind: 9 MPH NE Precipitation: 0.62" Humidity: 76%	Tuesday 09/10/24 79° Rain Wind: 9 MPH E Precipitation: 0.56" Humidity: 86%	Wednesday 09/11/24 77° Rain Wind: 20 MPH E Precipitation: 1.73" Humidity: 86%	Thursday 09/12/24 85° Rain Wind: 21 MPH S Precipitation: 0.38" Humidity: 78%	Friday 09/13/24 88° Partly cloudy Wind: 10 MPH SW Precipitation: 0.0" Humidity: 79%	Saturday 09/14/24 90° Rain Wind: 9 MPH W Precipitation: 0.06" Humidity: 76%
Sunday 09/15/24 87° Rain Wind: 9 MPH W Precipitation: 0.28" Humidity: 81%	Monday 09/16/24 87° Rain Wind: 8 MPH SE Precipitation: 0.03" Humidity: 81%	Tuesday 09/17/24 88° Rain Wind: 7 MPH NE Precipitation: 0.08" Humidity: 82%	Wednesday 09/18/24 88° Rain Wind: 6 MPH SW Precipitation: 0.03" Humidity: 81%	Thursday 09/19/24 93° Rain Wind: 7 MPH NW Precipitation: 0.1" Humidity: 78%	Friday 09/20/24 92° Clear Wind: 6 MPH E Precipitation: 0.0" Humidity: 73%	Saturday 09/21/24 93° Clear Wind: 9 MPH SE Precipitation: 0.0" Humidity: 71%
Sunday 09/22/24 91° Clear Wind: 7 MPH SE Precipitation: 0.0"	Monday 09/23/24 92° Clear Wind: 8 MPH SW Precipitation: 0.0"	Tuesday 09/24/24 90° Rain Wind: 10 MPH S Precipitation: 0.01"	Wednesday 09/25/24 92° Rain Wind: 10 MPH N Precipitation: 0.22"	Thursday 09/26/24 83° Rain Wind: 19 MPH N Precipitation: 0.04"	Friday 09/27/24 86° Clear Wind: 15 MPH W Precipitation: 0.0"	Saturday 09/28/24 88° Clear Wind: 15 MPH W Precipitation: 0.0"

Humidity: 75%

Humidity: 72%

Humidity: 75%

Humidity: 77%

Humidity: 73%

Humidity: 60%

Humidity: 67%

Sunday
09/29/24

Monday
09/30/24



90 °



89 °

Clear

Wind: 12 MPH W
Precipitation: 0.0"
Humidity: 68%

Clear

Wind: 8 MPH SW
Precipitation: 0.0"
Humidity: 71%

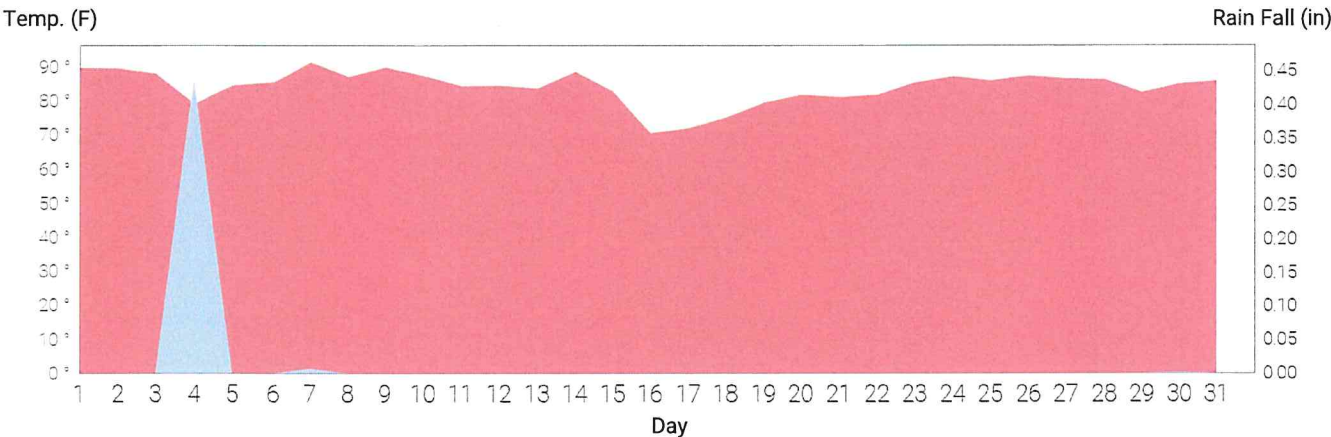


Singing River Water and Sewer

[Full Weather Report](#)

Weather Oct. 2024

● Temperature ● Rain Fall



Weather Oct. 2024

3 Days

	Tuesday 10/01/24 90 ° Partly cloudy Wind: 10 MPH N Precipitation: 0.0" Humidity: 68%	Wednesday 10/02/24 90 ° Clear Wind: 8 MPH NE Precipitation: 0.0" Humidity: 70%	Thursday 10/03/24 88 ° Partly cloudy Wind: 11 MPH E Precipitation: 0.0" Humidity: 73%	Friday 10/04/24 79 ° Rain Wind: 9 MPH E Precipitation: 0.44" Humidity: 87%	Saturday 10/05/24 85 ° Partly cloudy Wind: 10 MPH NE Precipitation: 0.0" Humidity: 77%
Sunday 10/06/24 86 ° Partly cloudy Wind: 12 MPH NE Precipitation: 0.0" Humidity: 76%	Monday 10/07/24 92 ° Rain Wind: 14 MPH NE Precipitation: 0.01" Humidity: 67%	Tuesday 10/08/24 87 ° Clear Wind: 11 MPH N Precipitation: 0.0" Humidity: 54%	Wednesday 10/09/24 90 ° Clear Wind: 13 MPH N Precipitation: 0.0" Humidity: 59%	Thursday 10/10/24 88 ° Clear Wind: 6 MPH N Precipitation: 0.0" Humidity: 64%	Friday 10/11/24 84 ° Clear Wind: 9 MPH E Precipitation: 0.0" Humidity: 62%
Sunday 10/13/24 84 ° Clear Wind: 9 MPH SW Precipitation: 0.0" Humidity: 73%	Monday 10/14/24 89 ° Clear Wind: 8 MPH NW Precipitation: 0.0" Humidity: 76%	Tuesday 10/15/24 83 ° Partly cloudy Wind: 12 MPH NE Precipitation: 0.0" Humidity: 58%	Wednesday 10/16/24 71 ° Clear Wind: 19 MPH NE Precipitation: 0.0" Humidity: 40%	Thursday 10/17/24 72 ° Clear Wind: 9 MPH NE Precipitation: 0.0" Humidity: 58%	Friday 10/18/24 75 ° Clear Wind: 10 MPH NE Precipitation: 0.0" Humidity: 62%
Sunday 10/20/24 82 ° Clear Wind: 8 MPH NE Precipitation: 0.0"	Monday 10/21/24 81 ° Clear Wind: 9 MPH E Precipitation: 0.0"	Tuesday 10/22/24 82 ° Clear Wind: 6 MPH E Precipitation: 0.0"	Wednesday 10/23/24 86 ° Clear Wind: 9 MPH N Precipitation: 0.0"	Thursday 10/24/24 87 ° Clear Wind: 8 MPH NW Precipitation: 0.0"	Friday 10/25/24 86 ° Clear Wind: 6 MPH W Precipitation: 0.0"
	Saturday 10/26/24 88 ° Clear Wind: 8 MPH SW Precipitation: 0.0"				

Humidity: 60%

Humidity: 62%

Humidity: 74%

Humidity: 72%

Humidity: 71%

Humidity: 74%

Humidity: 74%

Sunday
10/27/24

Monday
10/28/24

Tuesday
10/29/24

Wednesday
10/30/24

Thursday
10/31/24



87°



86°



83°



85°



86°

Clear
Wind: 7 MPH W
Precipitation: 0.0"
Humidity: 73%

Clear
Wind: 11 MPH SE
Precipitation: 0.0"
Humidity: 76%

Partly cloudy
Wind: 16 MPH E
Precipitation: 0.0"
Humidity: 78%

Rain
Wind: 19 MPH E
Precipitation: 0.0"
Humidity: 78%

Partly cloudy
Wind: 17 MPH SE
Precipitation: 0.0"
Humidity: 78%

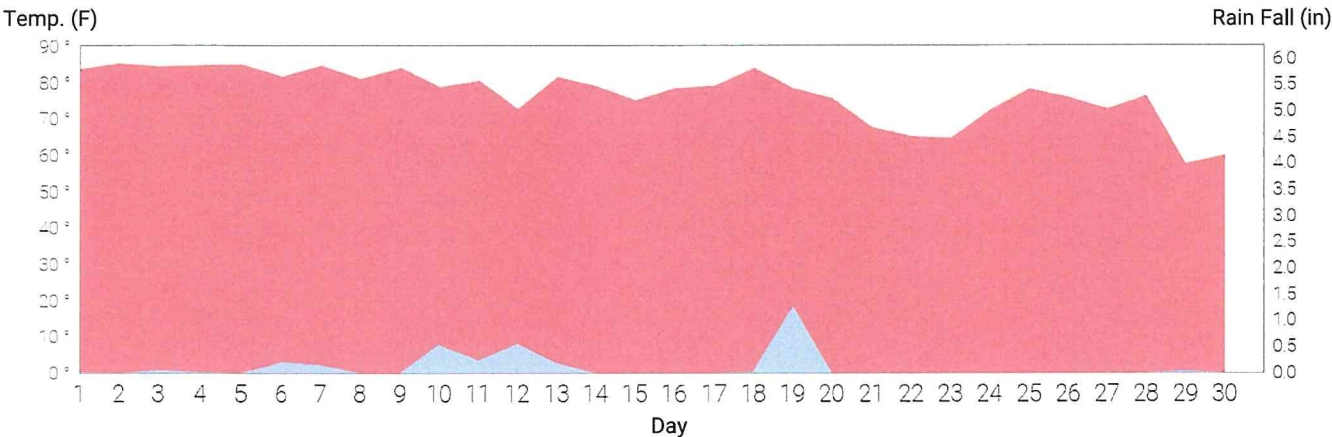


Singing River Water and Sewer

[Full Weather Report](#)

Weather Nov. 2024

● Temperature ● Rain Fall



Weather Nov. 2024

12 Days

Friday
11/01/24

Saturday
11/02/24



84°



86°

Rain
Wind: 9 MPH E
Precipitation: 0.0"
Humidity: 77%

Clear
Wind: 13 MPH E
Precipitation: 0.0"
Humidity: 74%

Sunday
11/03/24

Monday
11/04/24

Tuesday
11/05/24

Wednesday
11/06/24

Thursday
11/07/24

Friday
11/08/24

Saturday
11/09/24



85°



85°



85°



82°



85°



81°



84°

Rain
Wind: 16 MPH SE
Precipitation: 0.05"
Humidity: 79%

Rain
Wind: 20 MPH SE
Precipitation: 0.01"
Humidity: 74%

Partly cloudy
Wind: 14 MPH SE
Precipitation: 0.0"
Humidity: 75%

Rain
Wind: 9 MPH E
Precipitation: 0.21"
Humidity: 86%

Rain
Wind: 10 MPH NE
Precipitation: 0.15"
Humidity: 84%

Partly cloudy
Wind: 10 MPH NE
Precipitation: 0.0"
Humidity: 83%

Partly cloudy
Wind: 16 MPH E
Precipitation: 0.0"
Humidity: 80%

Sunday
11/10/24

Monday
11/11/24

Tuesday
11/12/24

Wednesday
11/13/24

Thursday
11/14/24

Friday
11/15/24

Saturday
11/16/24



79°



81°



73°



82°



79°



75°



79°

Rain
Wind: 11 MPH E
Precipitation: 0.54"
Humidity: 85%

Rain
Wind: 13 MPH NE
Precipitation: 0.24"
Humidity: 82%

Rain
Wind: 13 MPH NE
Precipitation: 0.55"
Humidity: 88%

Rain
Wind: 18 MPH SE
Precipitation: 0.19"
Humidity: 84%

Clear
Wind: 15 MPH N
Precipitation: 0.0"
Humidity: 68%

Clear
Wind: 12 MPH N
Precipitation: 0.0"
Humidity: 69%

Clear
Wind: 9 MPH E
Precipitation: 0.0"
Humidity: 75%

Sunday
11/17/24

Monday
11/18/24

Tuesday
11/19/24

Wednesday
11/20/24

Thursday
11/21/24

Friday
11/22/24

Saturday
11/23/24



79°



84°



79°



76°



68°



65°



65°

Partly cloudy
Wind: 10 MPH E
Precipitation: 0.0"

Rain
Wind: 16 MPH SE
Precipitation: 0.0"

Rain
Wind: 15 MPH S
Precipitation: 1.26"

Clear
Wind: 17 MPH NW
Precipitation: 0.0"

Clear
Wind: 13 MPH NW
Precipitation: 0.0"

Clear
Wind: 11 MPH N
Precipitation: 0.0"

Clear
Wind: 7 MPH W
Precipitation: 0.0"

Humidity: 75%	Humidity: 71%	Humidity: 88%	Humidity: 63%	Humidity: 53%	Humidity: 57%	Humidity: 71%
Sunday 11/24/24	Monday 11/25/24	Tuesday 11/26/24	Wednesday 11/27/24	Thursday 11/28/24	Friday 11/29/24	Saturday 11/30/24
 73 °	 78 °	 76 °	 73 °	 77 °	 58 °	 60 °
Clear Wind: 7 MPH SE Precipitation: 0.0" Humidity: 79%	Partly cloudy Wind: 8 MPH S Precipitation: 0.0" Humidity: 78%	Cloudy Wind: 9 MPH NW Precipitation: 0.0" Humidity: 82%	Cloudy Wind: 13 MPH S Precipitation: 0.0" Humidity: 85%	Partly cloudy Wind: 13 MPH NW Precipitation: 0.0" Humidity: 74%	Rain Wind: 15 MPH N Precipitation: 0.02" Humidity: 59%	Clear Wind: 10 MPH NE Precipitation: 0.0" Humidity: 58%

CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet

Council Meeting:

December 17, 2024

Title:

Authorization for the City Manager to execute the MDOT Utility Permit applications for Legacy Park

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization for the City Manager to execute the MDOT utility permit applications for Legacy Park

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, on December 3, 2024, the City Council approved the Development Order for Legacy Park, located at 4416 Highway 57, Gautier, MS; and

WHEREAS, in order to begin construction, the Mississippi Department of Transportation has requested the executed utility permit applications; and

WHEREAS, the City Council and Mayor hereby find that authorizing the City Manager to execute the utility permit applications for Legacy Park is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the authorization for the City Manager to execute the utility permit applications for Legacy Park is hereby authorized and approved; and

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 17, 2024.

Applicant Contact Name: Casey Vaughan, Mayor

Applicant Contact Phone #: (228) 297-3063

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO CONSTRUCT PIPELINE ALONG
OR ACROSS STATE HIGHWAY AND AGREEMENT OF APPLICANT
GIVEN IN CONSIDERATION OF SAID PERMIT**

(Please Print) Name: City of Gautier Address: P.O. Box 267

	Company (or) Individual		Street/Route
<u>Gautier</u>	<u>Jackson</u>	<u>MS</u>	<u>39553</u>
City	County	State	Zip Code

herein called the applicant, who at the present time proposes to construct a pipeline along or across Highway No. 57
between Hwy 90 and Brown Road

Latitude (decimal degrees) 30.40503°N Longitude (decimal degrees) 88.71901°W

in Jackson County, Mississippi, does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct the said pipeline mentioned above and shown herein below and in consideration of this permit being granted to said applicant for the construction of the pipeline, said applicant does hereby agree to construct the pipeline in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to all of the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) That the said Mississippi Department of Transportation may at any time require and compel the removal, reconstruction or relocation of said pipeline or any appurtenance thereto herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (c) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.
- (d) The plan of proposed construction set out below is incorporated herein by reference and made a part of this application, as if fully copied out herein in words and figures.
- (e) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (f) It is expressly agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the construction or maintenance of this work or facility except as expressly shown herein below.
- (g) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (h) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for said conflicts and for any necessary alterations.
- (i) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (j) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (k) A copy of the approved plan is to be kept at the site of the work at all times during construction.
- (l) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

Witness my signature this _____ day of _____, 2024, which is applicable to sheets 1
through 7 of permit number _____.

Signature of Applicant
By: Casey Vaughan, Mayor
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Jackson

Personally appeared before me, the undersigned authority, Casey Vaughan whose
Printed Name of Applicant
names(s) is subscribed to this instrument as the Mayor of
is/are Title of Applicant
City of Gautier
Name of Company (or) Individual

who having been first fully sworn acknowledged that they
executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity
therein expressed and on the date above written.

Given under my hand and seal of office this the _____ day of _____, 20____

My Commission Expires:

Signature of Notary Officer

Field Inspection By: _____ 20____

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Deputy Executive Director/Chief Engineer

By: _____ 20____

Installation Inspection By: _____ 20____

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit Including Attachment A (MND-002 Rev. 2-2004) have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Casey Vaughan, Mayor, City of Gautier

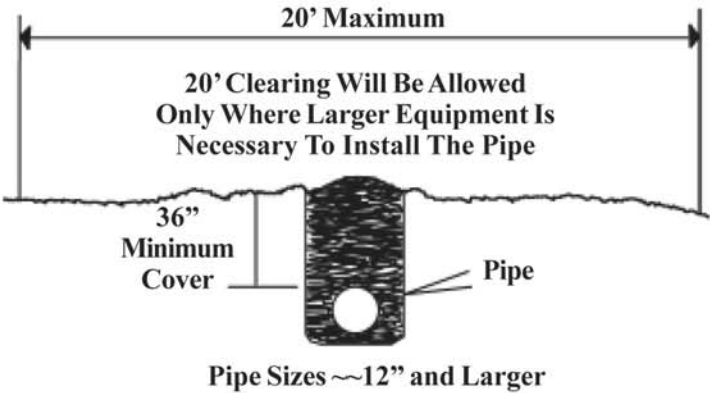
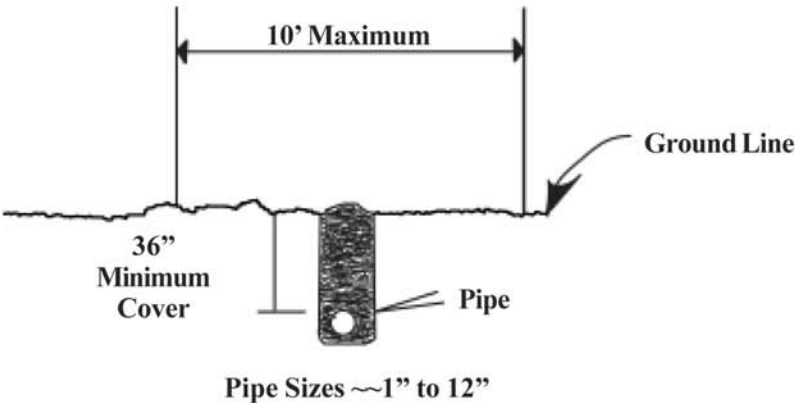
Printed Name of Applicant

Signature of Applicant

Mississippi Department of Transportation
Clearing and Pruning Limits For Underground Crossings and
Parallel Utility Lines For Gas, Water, Sewer And Other Pipelines

Application and Plan for Proposed 12 inch gravity sewer main connection to new manhole on existing main
on Highway No. 57 in Jackson County, as
submitted by Casey Vaughan, Mayor of City of Gautier

Sheet No. 4 of 7
Project No. _____
Permit No. _____

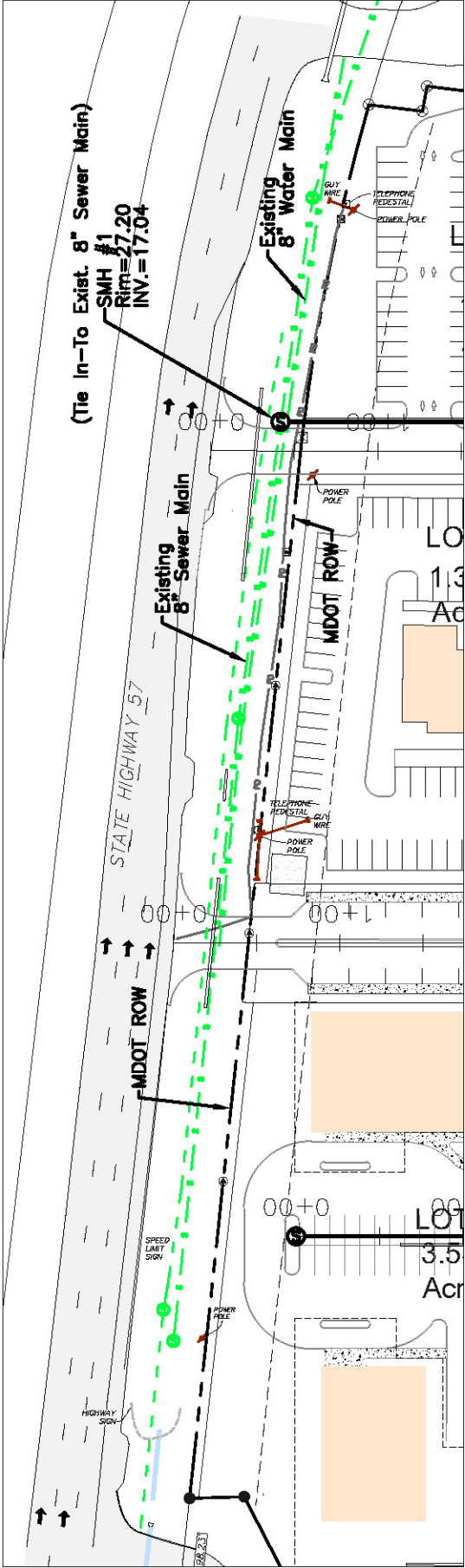


The clearing and pruning limits indicated on this form are the maximum widths of trees and other vegetation allowed to be removed. However, special cases may arise where additional clearing and pruning would be necessary to better fit field conditions. If so, the District Engineer or his/her authorized designee may allow an adjustment in the subject limits on a case by case basis. Any modification of the limits must be noted on the appropriate permit form(s).

Sheet No.: 5 of 7

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKING, DRY BORING, BORING WITH DRILLING FLUID,
TUNNELING AND DIRECTIONAL BORING**

NOTICE:

Before jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, written approval must be obtained from the District Engineer on the method to be used. The District Engineer reserves the right to require a change in the method when, due to soil conditions or other reasons, the desired results are not being obtained.

Before any jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, the District Engineer will be advised, in writing, whether the work will be performed by the applicant's forces or by contract and, if by contract, the name of the contractor.

Jetting will not be permitted.

Any overcutting exceeding the tolerances set forth in this document shall be filled immediately with flowable fill or other approved materials.

The applicant shall be responsible for correction of any distortion caused by his/her operation on any road, street, frontage road, ramp, conventional highway, partially controlled highway, fully controlled access highway and/or roadway cross-section. The method of correction shall be approved by the District Engineer.

Failure to comply with the requirements for jacking, dry boring, boring with drilling fluid, tunneling, and/or directional boring operations or failure to comply with the approved permit requirements shall be cause for canceling the permit.

The applicant, by signing this document, certifies that the design and type of materials and method of operations are of the industry standard where the industry standard is indicated below.

JACKING

JACKING will be accomplished as follows:

Pushing or jacking of casing or carrier pipes under the highway larger than three and one half (3-1/2) inches in diameter is prohibited. All casing or carrier pipe will be of strength sufficient to withstand the stress resulting from jacking pressures.

DRY BORING

DRY BORING will be accomplished as follows:

For pipes greater than eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two (2) inches (Pipe O.D. + 2"). For pipes less than or equal to eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus one (1) inch (Pipe O.D. + 1").

Water bearing sands and muck soils will be well pointed as necessary prior to commencing the bore.

All bores will be accomplished with the auger inside the casing or carrier pipe with the cutting edges positioned just ahead of the pipe except as follows:

- (1) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores eight (8) inches or less in diameter in dense consolidated soils.
- (2) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores three (3) inches or less in diameter in loose sandy soils or other soils which easily cave or spall.

Care should be exercised at all times to keep the auger properly positioned within the casing or carrier pipe and to maintain sufficient forward pressure upon the casing or carrier pipe to quickly run through any pockets of loose soil.

All boring with or without the auger inside the casing or carrier pipe will be carefully observed for comparison between the amount of cuttings removed from the hole and the diameter of the bore, together with the distance the auger has traveled in the bore. An excessive amount of cuttings removed from the bore indicates caving or spalling of the bore wall, in this case, the bore shall be stopped until a method for completing the bore acceptable to the Mississippi Department of Transportation has been agreed upon.

An acceptable fluid may be introduced by gravity flow approximately three (3) feet back of the forward end of the casing or carrier pipe to lubricate the cuttings in order to facilitate the removal thereof; however, the excessive use of such fluid causing undue flow back and erosion of the bore is prohibited.

BORING WITH DRILLING FLUID

Boring with Drilling Fluid will be accomplished as follows:

The maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two inches (Pipe O.D. + 2") with an open type bit that leaves the cuttings in place.

The design and type of drilling fluid and the method used for the boring with drilling fluid work shall be of the industry standard.

Drilling fluid is used to lubricate the cutters or reamers, consolidate the cuttings into plugs of appropriate length, seal the wall of the bore to form a filter cake in order to prevent cave-ins or spalling, maintain the arch, and lubricate the bore for easy removal of masses or plugs of cuttings from the bore by using compressed air and for the installation of the casing or carrier pipe immediately thereafter. The excessive use of drilling fluid that causes undue flow back and erosion of the bore may be a violation of the approved method and, pending a Department evaluation, be cause for canceling the permit.

When boring in sandy subsoils, fine sands, water-bearing sands, or any solid which easily spalls or caves, the bores entrance will be plugged or dammed in order to retain both the drilling fluid and the cuttings within the bore until the time immediately before the casing or carrier pipe is installed. Water bearing sands and mucky soils will be pointed as necessary prior to commencing the bore. When drilling through dense consolidated soils, the cuttings may be partially removed from the hole in approximately three (3) foot plugs by the use of compressed air or by retraction of the cutter or reamer. No cutter or reamer larger than three (3) inches in diameter shall have holes therein larger than five sixteenth (5/16) inches in diameter through which drilling fluid is forced during boring.

TUNNELING

Tunneling will be accomplished by the following methods:

First, using jacking equipment where the pipe is aimed and jacked ahead as the earth is excavated by hand or with the aid of mechanical tools just ahead of the pipe end, OR

Second, when enough opening for the tunnel is excavated ahead, the tunnel liner plates are bolted together to extend the liner until it is complete.

In both methods, the pipe or tunnel must be of sufficient size to permit entry, excavating ahead, and disposal of the material through the pipe or tunnel. Excavation around the pipe or liner should be the minimum necessary for jacking or working clearances.

The pipe specifications used in the tunneling method of the crossing installation shall comply with the same specifications for pipe used for jacking and boring.

The tunnel liner plate or section specifications shall be fabricated of galvanized steel of the proper gauge and section modulus to withstand the live load and fill height. In acid soil areas, the liner will be required to be asphalt coated. If used as a cross drain, a paved invert may be required.

All pipe or liner tunneled will be fitted with grout vents and grout pumped into the voids around the pipe or liner at not less than 45 psi. The design and spacing of the vents, the grout mixture and method used for filling the void between the finished tunnel and outline of the excavation shall be of the industry standard.

DIRECTIONAL BORING

Directional boring will be accomplished by the following method:

A pilot hole is drilled beginning at a prescribed angle from horizontal and continues across the obstruction along a design profile made of straight tangents and long radius arcs.

Once the pilot hole is made, the casing or carrier line can be pulled through. The casing or carrier line is prefabricated on the bank opposite the drilling rig. A reamer is attached to the drill string and then connected to the casing or carrier line pull head via a swivel. The swivel prevents any translation of the reamer's rotation into the casing or carrier line string allowing for a smooth pull in to the drilled hole. The drilling rig then begins the pullback operation, rotating and pulling on the drill string and once again circulating high volumes of drill slurry. The pull back continues until the reamer and casing or carrier line returns to the drilling rig.

The design and type of drilling slurry and method used for the drilling operation shall be of the industry standard.

Signed: _____

Name of Party Signing Application

Casey Vaughan, Mayor, City of Gautier

Title

Date

Field Inspection By: _____ 20____

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Deputy Executive Director/Chief Engineer

By: _____ 20____

Installation Inspection By: _____ 20____

Applicant Contact Name: Casey Vaughan, Mayor

Applicant Contact Phone #: (228) 297-3063

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO CONSTRUCT PIPELINE ALONG
OR ACROSS STATE HIGHWAY AND AGREEMENT OF APPLICANT
GIVEN IN CONSIDERATION OF SAID PERMIT**

(Please Print) Name: City of Gautier Address: P.O. Box 267

	Company (or) Individual		Street/Route
<u>Gautier</u>	<u>Jackson</u>	<u>MS</u>	<u>39553</u>
City	County	State	Zip Code

herein called the applicant, who at the present time proposes to construct a pipeline along or across Highway No. 57
between Hwy 90 and Brown Road

Latitude (decimal degrees) 30.40503°N Longitude (decimal degrees) 88.71901°W

in Jackson County, Mississippi, does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct the said pipeline mentioned above and shown herein below and in consideration of this permit being granted to said applicant for the construction of the pipeline, said applicant does hereby agree to construct the pipeline in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to all of the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) That the said Mississippi Department of Transportation may at any time require and compel the removal, reconstruction or relocation of said pipeline or any appurtenance thereto herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (c) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.
- (d) The plan of proposed construction set out below is incorporated herein by reference and made a part of this application, as if fully copied out herein in words and figures.
- (e) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (f) It is expressly agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the construction or maintenance of this work or facility except as expressly shown herein below.
- (g) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (h) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for said conflicts and for any necessary alterations.
- (i) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (j) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (k) A copy of the approved plan is to be kept at the site of the work at all times during construction.
- (l) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

Witness my signature this _____ day of _____, 2024, which is applicable to sheets 1
through 7 of permit number _____.

Signature of Applicant
By: Casey Vaughan, Mayor
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Jackson

Personally appeared before me, the undersigned authority, Casey Vaughan whose
Printed Name of Applicant
names(s) is subscribed to this instrument as the Mayor of
is/are Title of Applicant
City of Gautier
Name of Company (or) Individual

who having been first fully sworn acknowledged that they
executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity
therein expressed and on the date above written.

Given under my hand and seal of office this the _____ day of _____, 20____

My Commission Expires:

Signature of Notary Officer

Field Inspection By: _____ 20____

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Deputy Executive Director/Chief Engineer

By: _____ 20____

Installation Inspection By: _____ 20____

Mississippi Department of Transportation
Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit Including Attachment A (MND-002 Rev. 2-2004) have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Casey Vaughan, Mayor, City of Gautier

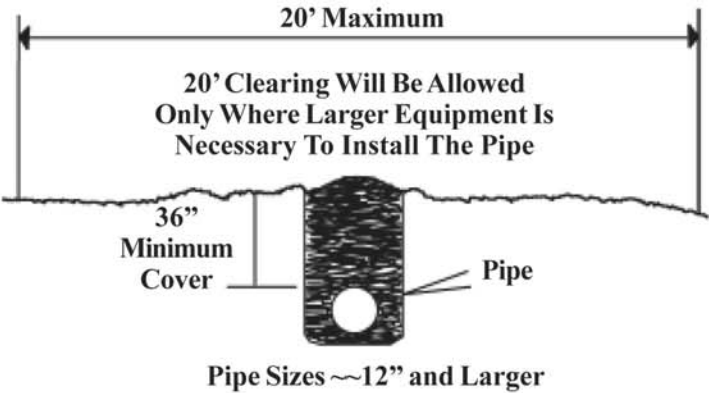
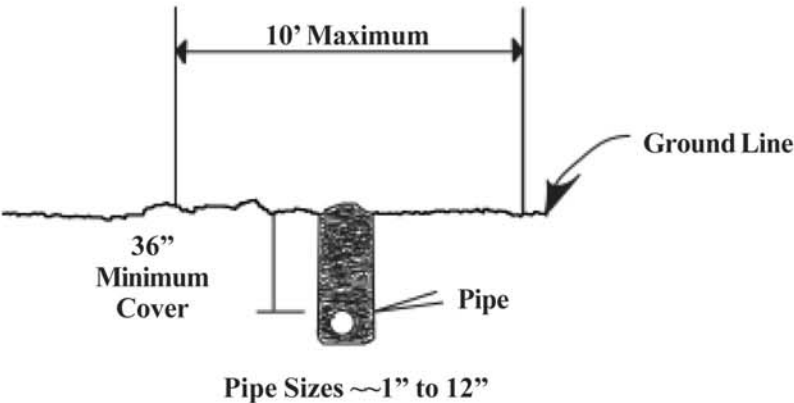
Printed Name of Applicant

Signature of Applicant

Mississippi Department of Transportation
Clearing and Pruning Limits For Underground Crossings and
Parallel Utility Lines For Gas, Water, Sewer And Other Pipelines

Application and Plan for Proposed Two (2) 8 inch water main connections to existing 8 inch water main
on Highway No. 57 in Jackson County, as
submitted by Casey Vaughan, Mayor of City of Gautier

Sheet No. 4 of 7
Project No. _____
Permit No. _____

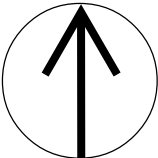


The clearing and pruning limits indicated on this form are the maximum widths of trees and other vegetation allowed to be removed. However, special cases may arise where additional clearing and pruning would be necessary to better fit field conditions. If so, the District Engineer or his/her authorized designee may allow an adjustment in the subject limits on a case by case basis. Any modification of the limits must be noted on the appropriate permit form(s).

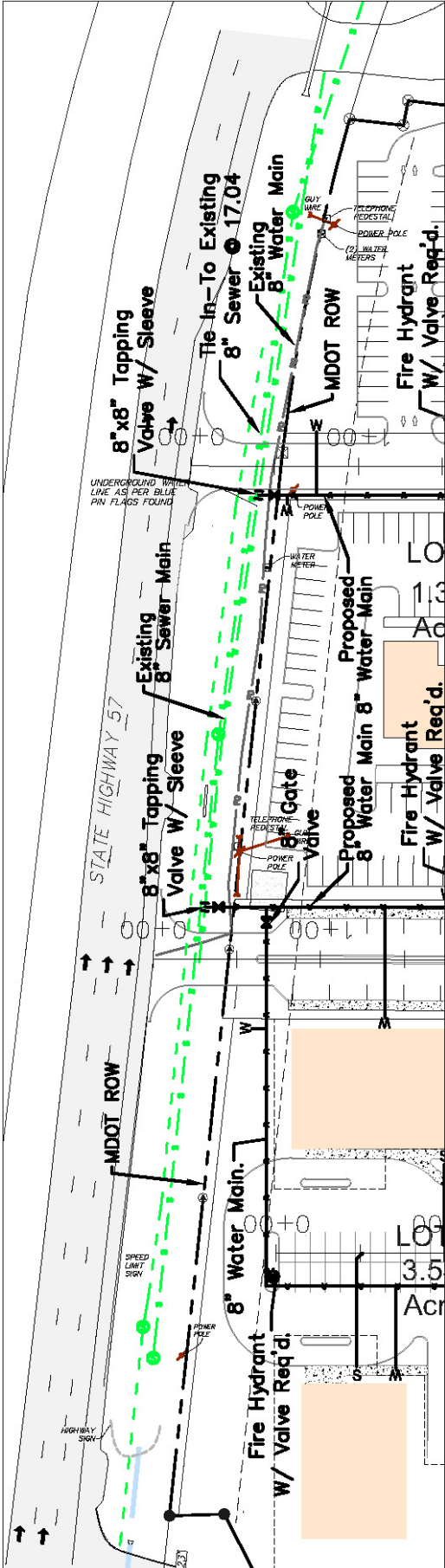
Sheet No.: 5 of 7

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
1" = 100'



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKING, DRY BORING, BORING WITH DRILLING FLUID,
TUNNELING AND DIRECTIONAL BORING**

NOTICE:

Before jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, written approval must be obtained from the District Engineer on the method to be used. The District Engineer reserves the right to require a change in the method when, due to soil conditions or other reasons, the desired results are not being obtained.

Before any jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, the District Engineer will be advised, in writing, whether the work will be performed by the applicant's forces or by contract and, if by contract, the name of the contractor.

Jetting will not be permitted.

Any overcutting exceeding the tolerances set forth in this document shall be filled immediately with flowable fill or other approved materials.

The applicant shall be responsible for correction of any distortion caused by his/her operation on any road, street, frontage road, ramp, conventional highway, partially controlled highway, fully controlled access highway and/or roadway cross-section. The method of correction shall be approved by the District Engineer.

Failure to comply with the requirements for jacking, dry boring, boring with drilling fluid, tunneling, and/or directional boring operations or failure to comply with the approved permit requirements shall be cause for canceling the permit.

The applicant, by signing this document, certifies that the design and type of materials and method of operations are of the industry standard where the industry standard is indicated below.

JACKING

JACKING will be accomplished as follows:

Pushing or jacking of casing or carrier pipes under the highway larger than three and one half (3-1/2) inches in diameter is prohibited. All casing or carrier pipe will be of strength sufficient to withstand the stress resulting from jacking pressures.

DRY BORING

DRY BORING will be accomplished as follows:

For pipes greater than eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two (2) inches (Pipe O.D. + 2"). For pipes less than or equal to eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus one (1) inch (Pipe O.D. + 1").

Water bearing sands and muck soils will be well pointed as necessary prior to commencing the bore.

All bores will be accomplished with the auger inside the casing or carrier pipe with the cutting edges positioned just ahead of the pipe except as follows:

- (1) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores eight (8) inches or less in diameter in dense consolidated soils.
- (2) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores three (3) inches or less in diameter in loose sandy soils or other soils which easily cave or spall.

Care should be exercised at all times to keep the auger properly positioned within the casing or carrier pipe and to maintain sufficient forward pressure upon the casing or carrier pipe to quickly run through any pockets of loose soil.

All boring with or without the auger inside the casing or carrier pipe will be carefully observed for comparison between the amount of cuttings removed from the hole and the diameter of the bore, together with the distance the auger has traveled in the bore. An excessive amount of cuttings removed from the bore indicates caving or spalling of the bore wall, in this case, the bore shall be stopped until a method for completing the bore acceptable to the Mississippi Department of Transportation has been agreed upon.

An acceptable fluid may be introduced by gravity flow approximately three (3) feet back of the forward end of the casing or carrier pipe to lubricate the cuttings in order to facilitate the removal thereof; however, the excessive use of such fluid causing undue flow back and erosion of the bore is prohibited.

BORING WITH DRILLING FLUID

Boring with Drilling Fluid will be accomplished as follows:

The maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two inches (Pipe O.D. + 2") with an open type bit that leaves the cuttings in place.

The design and type of drilling fluid and the method used for the boring with drilling fluid work shall be of the industry standard.

Drilling fluid is used to lubricate the cutters or reamers, consolidate the cuttings into plugs of appropriate length, seal the wall of the bore to form a filter cake in order to prevent cave-ins or spalling, maintain the arch, and lubricate the bore for easy removal of masses or plugs of cuttings from the bore by using compressed air and for the installation of the casing or carrier pipe immediately thereafter. The excessive use of drilling fluid that causes undue flow back and erosion of the bore may be a violation of the approved method and, pending a Department evaluation, be cause for canceling the permit.

When boring in sandy subsoils, fine sands, water-bearing sands, or any solid which easily spalls or caves, the bores entrance will be plugged or dammed in order to retain both the drilling fluid and the cuttings within the bore until the time immediately before the casing or carrier pipe is installed. Water bearing sands and mucky soils will be pointed as necessary prior to commencing the bore. When drilling through dense consolidated soils, the cuttings may be partially removed from the hole in approximately three (3) foot plugs by the use of compressed air or by retraction of the cutter or reamer. No cutter or reamer larger than three (3) inches in diameter shall have holes therein larger than five sixteenth (5/16) inches in diameter through which drilling fluid is forced during boring.

TUNNELING

Tunneling will be accomplished by the following methods:

First, using jacking equipment where the pipe is aimed and jacked ahead as the earth is excavated by hand or with the aid of mechanical tools just ahead of the pipe end, OR

Second, when enough opening for the tunnel is excavated ahead, the tunnel liner plates are bolted together to extend the liner until it is complete.

In both methods, the pipe or tunnel must be of sufficient size to permit entry, excavating ahead, and disposal of the material through the pipe or tunnel. Excavation around the pipe or liner should be the minimum necessary for jacking or working clearances.

The pipe specifications used in the tunneling method of the crossing installation shall comply with the same specifications for pipe used for jacking and boring.

The tunnel liner plate or section specifications shall be fabricated of galvanized steel of the proper gauge and section modulus to withstand the live load and fill height. In acid soil areas, the liner will be required to be asphalt coated. If used as a cross drain, a paved invert may be required.

All pipe or liner tunneled will be fitted with grout vents and grout pumped into the voids around the pipe or liner at not less than 45 psi. The design and spacing of the vents, the grout mixture and method used for filling the void between the finished tunnel and outline of the excavation shall be of the industry standard.

DIRECTIONAL BORING

Directional boring will be accomplished by the following method:

A pilot hole is drilled beginning at a prescribed angle from horizontal and continues across the obstruction along a design profile made of straight tangents and long radius arcs.

Once the pilot hole is made, the casing or carrier line can be pulled through. The casing or carrier line is prefabricated on the bank opposite the drilling rig. A reamer is attached to the drill string and then connected to the casing or carrier line pull head via a swivel. The swivel prevents any translation of the reamer's rotation into the casing or carrier line string allowing for a smooth pull in to the drilled hole. The drilling rig then begins the pullback operation, rotating and pulling on the drill string and once again circulating high volumes of drill slurry. The pull back continues until the reamer and casing or carrier line returns to the drilling rig.

The design and type of drilling slurry and method used for the drilling operation shall be of the industry standard.

Signed: _____

Name of Party Signing Application

Casey Vaughan, Mayor, City of Gautier

Title

Date

Field Inspection By: _____ 20____

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Deputy Executive Director/Chief Engineer

By: _____ 20____

Installation Inspection By: _____ 20____

CITY OF GAUTIER
Consent Agenda Item #13
Fact Sheet

Council Meeting:

December 17, 2024

Title:

Request MDOT Approval regarding drive connections for Legacy Park

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of Request that MDOT Approve drive connections for Legacy Park

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, on December 3, 2024, the City Council approved the Development Order for Legacy Park, located at 4416 Highway 57, Gautier, MS; and

WHEREAS, in order to begin construction, the Mississippi Department of Transportation must approve drive connections; and

WHEREAS, the City Council and Mayor hereby request that MDOT approve the proposed two (2) drive connections spaced at 300 feet as shown on the attached construction plans, even if it means lowering the speed limit to 40 MPH;

WHEREAS, this request is made because the proposed design is in compliance with the City's code requirements;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that a request is made that MDOT approve the proposed two (2) drive connections spaced at 300 feet as shown on the attached construction plans; and

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 17, 2024.

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Boundary and Topo Survey
3	Lot and Street Layout
4	Traffic Control
5-6	Erosion Control Plan
7	Drainage Plan
8	Detention Pond Design
9	Utility Plan
10-14	Plan and Profile Sheets
15-21	Construction Details

CONSTRUCTION PLANS

FOR

Legacy Medical Park

4416 Hwy 57 Gautier

Prepared For:

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



Revised 11/19/2024



VICINITY MAP

N.T.S.



Dennis Stieffel and Associates, Inc.

Consulting Engineers

13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638
Fax (228) 392-1679

JOB # 896

DETAIL OF
FOR 1/2"x1"
SET BY PA
MARTINO, F

UTILITY LEGEND

-  -- WATER VALVE
-  -- WATER METER
-  -- FIRE HYDRANT
-  -- SEWER MANHOLE
-  -- UTILITY POLE
-  -- LIGHT POLE

LINE LEGEND:

— W —	— W —	UNDERGROUND WATER LINE
— S —	— S —	UNDERGROUND SEWER FORCE MAIN
— S —	— S —	UNDERGROUND SEWER LINE
— X —	— X —	FENCE LINE
— TELE —	— TELE —	UNDERGROUND TELEPHONE LINE
— FO —	— FO —	UNDERGROUND FIBER OPTIC LINE
— OHE —	— OHE —	OVERHEAD ELECTRIC LINE

LEGEND:

- ⊗ -- (IRF) IRON ROD FOUND
- -- (IPF) IRON PIPE FOUND
- ⊠ -- (CMF) CONCRETE MONUMENT FOUND
- ⊕ -- (FCP) CENTER OF FENCE POST

BEARING REFERENCE: GEODETIC
NORTH BY GPS OBSERVATION
(NAD83)



SCALE 1" = 50'

ABBREVIATION LEGEND:

DEED = DEED DIMENSION
PRIOR = PRIOR SURVEY
C/L = CENTERLINE
P.O.L. = POINT ON LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
N90°00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT

DEED DESCRIPTION:
AS PER DEED BK. 1960 AT PG. 207

[illegible]

LESS AND EXCERPT:

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 02 MINUTES 35 SECONDS WEST A DISTANCE OF 237.31 FEET TO AN IRON ROD SET; THENCE SOUTH 43 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 10.00 FEET TO AN IRON ROD SET; THENCE NORTH 07 DEGREES 15 MINUTES 15 SECONDS EAST A DISTANCE OF 318.03 FEET TO AN IRON ROD SET; THENCE NORTH 82 DEGREES 52 MINUTES 51 SECONDS WEST A DISTANCE OF 123.62 FEET TO AN IRON ROD SET; THENCE NORTH 15 DEGREES 15 MINUTES 15 SECONDS EAST A DISTANCE OF 10.00 FEET TO AN IRON ROD SET; THENCE NORTH 82 DEGREES 52 MINUTES 51 SECONDS WEST A DISTANCE OF 81.71 FEET TO AN IRON ROD SET; THENCE SOUTH 13 DEGREES 46 MINUTES 34 SECONDS WEST A DISTANCE OF 205.69 FEET TO AN IRON ROD SET; THENCE NORTH 80 DEGREES 08 SECONDS EAST A DISTANCE OF 155.11 FEET TO AN IRON ROD SET; THENCE NORTH 02 DEGREES 50 MINUTES 08 SECONDS EAST A DISTANCE OF 155.11 FEET TO AN IRON ROD SET; THENCE NORTH 41 DEGREES 25 MINUTES 36 SECONDS WEST A DISTANCE OF 16.91 FEET TO AN IRON ROD SET; THENCE NORTH 81 DEGREES 51 MINUTES 17 SECONDS WEST A DISTANCE OF 89.57 FEET TO AN IRON ROD SET; THENCE SOUTH 65 DEGREES 51 MINUTES 17 SECONDS WEST A DISTANCE OF 89.57 FEET TO AN IRON ROD SET; THENCE NORTH 83 DEGREES 24 MINUTES 46 SECONDS WEST A DISTANCE OF 448.48 FEET TO AN IRON ROD SET; THENCE SOUTH 10 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 44.85 FEET TO AN IRON ROD SET; THENCE NORTH 83 DEGREES 24 MINUTES 46 SECONDS WEST A DISTANCE OF 32.31 FEET TO AN IRON ROD SET ON THE EAST MARGIN OF HIGHWAY 57; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 10.00 FEET WITH A CHORD LENGTH OF 164.36 FEET ALONG THE EAST MARGIN OF HIGHWAY 57 TO AN IRON ROD SET; THENCE SOUTH 89 DEGREES 22 MINUTES 05 SECONDS EAST A DISTANCE OF 90.27 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 89 DEGREES 22 MINUTES 05 SECONDS EAST A DISTANCE OF 90.27 FEET TO AN IRON PIPE FOUND; THENCE NORTH 27 DEGREES 58 MINUTES 43 SECONDS EAST A DISTANCE OF 80.62 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 89 DEGREES 22 MINUTES 05 SECONDS EAST A DISTANCE OF 90.27 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 89 DEGREES 22 MINUTES 05 SECONDS EAST A DISTANCE OF 280.27 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 52 SECONDS EAST A DISTANCE OF 123.05 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 52 SECONDS EAST A DISTANCE OF 658.95 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 14.8 ACRES MORE OR LESS.

REFERENCE MATERIALS:

- 1.) JACKSON COUNTY GIS WEBSITE AND TAX MAP, CURRENT EDITION.
- 2.) DEED BOOK 1960, PAGE 207.
- 3.) DEED BOOK 1249, PAGE 311.
- 4.) DEED BOOK 2069, PAGE 244.
- 5.) DEED BOOK 1589, PAGE 568.

TREE NOTES:

1.) ONLY LARGE TREES THOUGHT TO AFFECT CONSTRUCTION AND PROTECTED TREES ACCORDING TO THE CITY OF SAULTER TREE ORDINANCE WERE LOCATED AT TIME OF SURVEY.

2.) TREE SYMBOLS SHOWN HEREON ARE FOR LOCATION PURPOSES ONLY. DIFFERENT TREE SIZE SYMBOLS ARE SHOWN. HOWEVER, THEY DO NOT REPRESENT ANY PORTION OF THE ACTUAL DRIP LINE OF THE EXISTING TREE. DRIP LINES WERE NOT ESTABLISHED AT THE TIME OF THIS SURVEY AS PER CLIENTS REQUEST.

NOTES:

- 1.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY OR OTHER INTEREST IS EXPRESSED OR IMPLIED.
- 2.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMERALD STATE OF ARIZONA (NOT BACK) STAMPED SURVEYOR'S SEAL.
- 3.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, ORDINANCES, AND OTHER RELEVANT LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS OF WAY RECORDING.
- 4.) REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET CETERA. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

NOTE TREE DIMENSIONS ARE MEASURED FROM FACE OF TRUNK AT CHEST HIGH LEVEL. MEASUREMENTS ARE SHOWN IN INCHES AND ARE MORE OR LESS.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS. LOT. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE OWNER. THEREFORE, THE BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBRANCES MAY EXIST. ONLY A TITLE CURATIVE DISCOVERY DISCLOSES ALL THE LEGAL ENCUMBRANCES ATTACHED TO ANY PROPERTY.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE
PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND
OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

PATRICK M. MARTINO

7/07/2023
DATE OF FIELD SURVEY

THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY
CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT
OR AN ENVIRONMENTAL STUDY.

CLIENT: DR. SATJIT	
PROJECT: 4166 HIGHWAY 57, ADDRESS: GARDNER, MS 39553	
SECTION 30, TOWNSHIP 7 SOUTH, RANGE 7 WEST	
TAX PIDN: 82430100.050	
CREW CHIEF: JS	DRAWN BY: JAG
DATE: 7/07/2023	JOB#: P23431
REVISED:	CRD#: P181108

SURVEY CLASS "B"	BEARINGS SHOWN HEREON ARE DERIVED BY: GEODETIC NORTH BY GPS OBSERVATION; ALL LINES RELATIVE TO.
SCALE: 1"=50'	



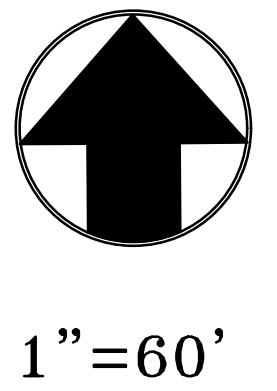
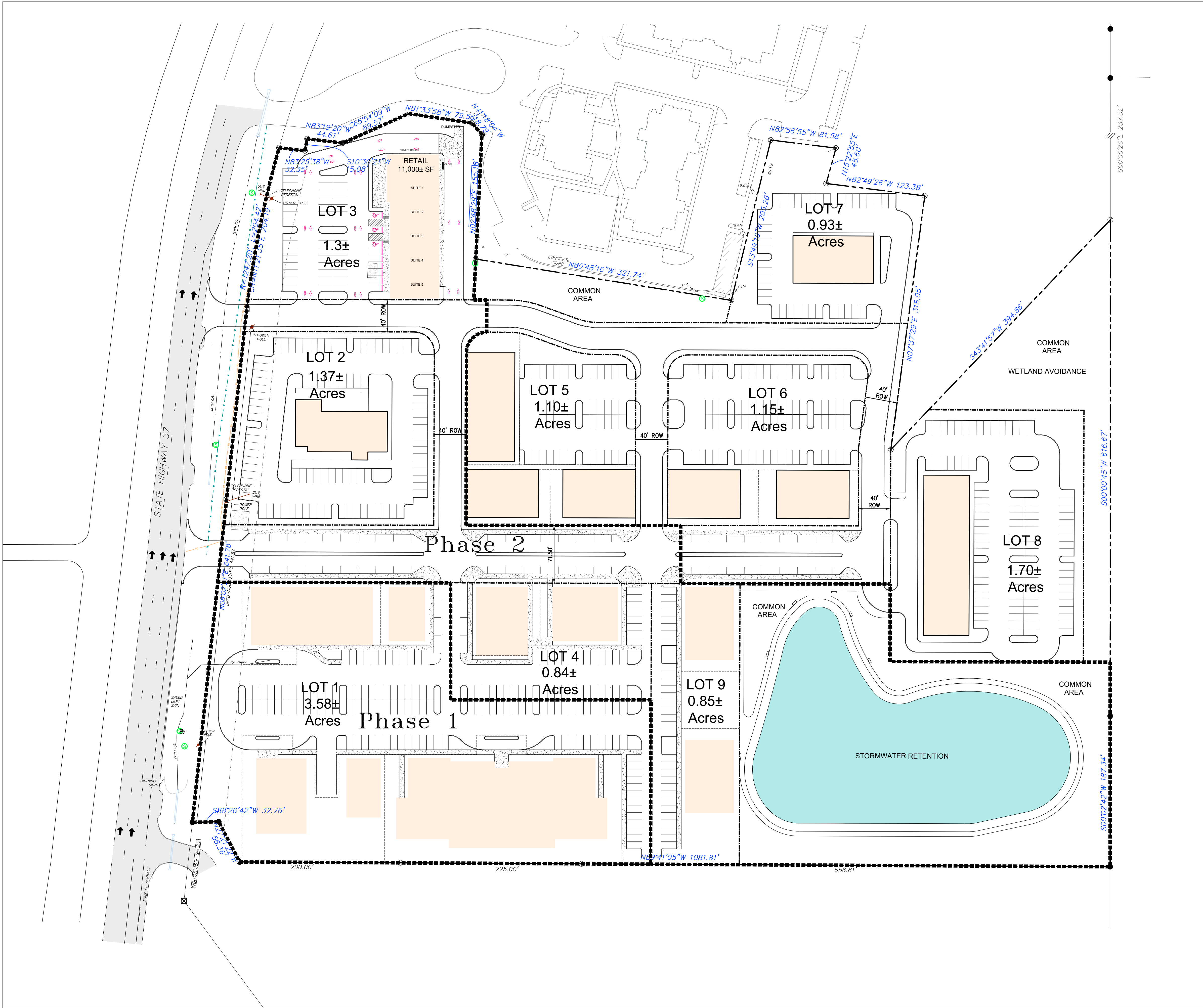
PATRICK M. MARTINO, PLS

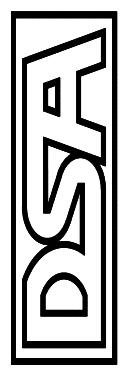
13010 KAYLEIGH COVE
 BILOXI, MISSISSIPPI 39572
 PHONE: 228-396-~~3526~~
 EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURV

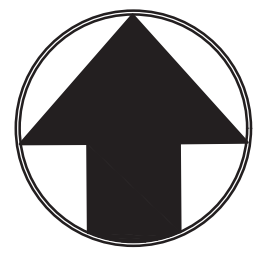
FLOOD ZONE EXPLANATION:
X - AREAS DETERMINED TO BE OUTSIDE THE
0.2% ANNUAL CHANCE FLOODPLAIN.



PATRICK M. MARTINO, PLS
 13010 KAYLEIGH COVE
 BILOXI, MISSISSIPPI 39532
 PHONE: 228-396-2285
 EMAIL: PATRICK@MARTINOSURVEYING.COM
 PROFESSIONAL LAND SURVEYOR

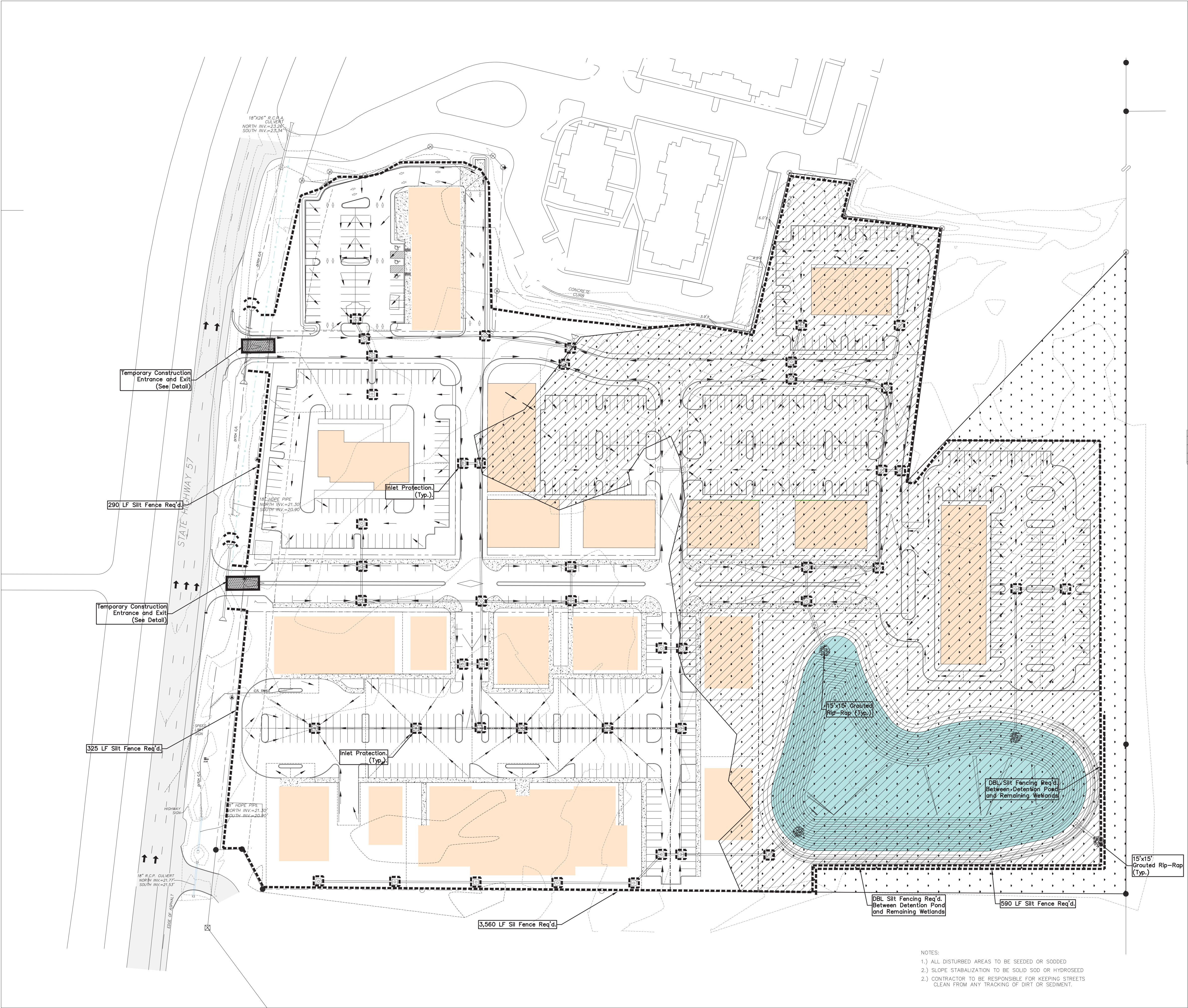


	Dennis Stieffel and Associates, Inc. Consulting Engineers	13061 Shriners Blvd. SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	PROJECT NAME Legacy Park CITY OF Gautier, MISSISSIPPI	SHEET TITLE Lot and Street Layout
			PROJECT NO. 896	SHEET 3
			DATE January 2024	CHECKED JCH
			DRAWN JCH	REVISED 11/18/24



1"=60'

REVISED	SHEET TITLE Traffic Control Plan	PROJECT NAME Legacy Park CITY OF GAULTIER, MISSISSIPPI	13061 Shriners Blvd. SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers		SHEET
DRAWN						4
CHECKED						
DATE						
January 2024						PROJECT NO. 896



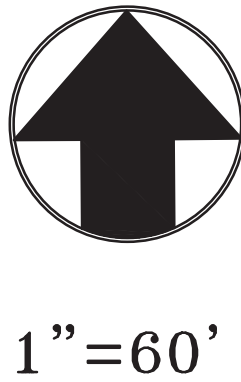
Impacted Wetlands

- Note:
- 1) All Slopes to be Stabilized Within 21 Days of Placement.
 - 2) Slope Stabilization to Consist of Solid Sod or Matting and Hydroseeding
 - 3) All Detention Ponds To Be Constructed First after initial Land Clearing and Used as Sedimentation Basins During Construction.
 - 4) Silt Fence to be Maintained and Silt Removed When the Vertical Silt Level Reaches 1/3 of the Silt Fence.

Legend:

- 15'x15' Grouted Rip-Rap
- Ditch/Swale Protection
- Inlet Protection
- Silt Fence

NOTES:
1.) ALL DISTURBED AREAS TO BE SEEDED OR SODDED
2.) SLOPE STABILIZATION TO BE SOLID SOD OR HYDROSEED
2.) CONTRACTOR TO BE RESPONSIBLE FOR KEEPING STREETS CLEAN FROM ANY TRACKING OF DIRT OR SEDIMENT.



REVISED	SHEET TITLE Erosion Control Plan
DRAWN JCH	
CHECKED	
DATE February 2024	
PROJECT NAME Legacy Park CITY OF Gautier, MISSISSIPPI	
PROJECT NO. 13061 Shriners Blvd. SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	
CONSULTING ENGINEERS Dennis Stieffel and Associates, Inc. Consulting Engineers	
SHEET 5	
PROJECT NO. 896	

STORM WATER POLLUTION PREVENTION PLAN

MAINTENANCE PLAN:

- 1) Vegetative buffer zones shall be maintained between land disturbing activities and perennial water bodies or planted vegetated areas. Buffer zones shall provide a minimum 150-ft buffer and shall be no less than 15 feet in width.
- 2) Vegetative controls shall be initiated no later than the next work day following any clearing, grading, excavating or other land disturbing activities which have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) days or more. Vegetative controls shall consist of Bermuda grass or other suitable ground cover grasses which will blend with the native vegetation and provide the desired stabilization and erosion protection. Solid sod may be used in areas prone to erosion due to isolated concentrations of surface drainage.
- 3) Structural controls shall consist of silt fencing, straw bales, rip-rap and/or erosion matting or some combination thereof at all points of discharge into existing drainage systems. The controls are to be left in place and maintained for the duration of the project. Upon satisfactory stabilization of site, structural controls shall be removed along with any and all silt build-up. Structural controls are to eliminate tracking of sediment in order to prevent any damage to the downstream tributaries or water ways and/or associated wetland areas. Best management practices (BMPs) will be utilized throughout the duration of the construction of the project. Stone-stabilized construction entrances (6" thick and 50' long) will be used to prevent sediment from being tracked onto public roads with tires being washed on an as-needed basis.
- 4) Inspection of all disturbed areas, erosion, sediment controls and outfalls/discharge points are required after rain events that produce a discharge and at least weekly for a minimum of four (4) inspections per month. Make needed repairs within 24 hours. All accumulated sediment shall be removed from structural controls when sediment deposits reach 1/3 to 1/2 the height of the control. For sediment basins, accumulated sediment shall be removed when the capacity has been reduced by 50%. Replace non-functional silt fence. Maintain all vegetated areas to provide proper ground cover and re-grass, fertilize and mulch as needed. Any silt removed shall be disposed of in nonwetland areas.
- 5) Topsoil shall be stockpiled and reapplied to disturbed areas at a depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes with an admixture of commercial grade 13-13-13 fertilizer.
- 6) Heavy equipment use shall be avoided in re-grassed areas. If compaction cannot be avoided, the top 4 inches of the soil bed shall be tilled/scarified before re-vegetation. Any necessary fertilizer or other soil amendments shall be added during the tilling process.
- 7) Steep slopes that cannot be avoided shall have silt fences for all down slope boundaries (and for those side slope boundaries deemed appropriate by individual site conditions) with the exception of those areas incorporating sediment basins with a calculated volume of run-off from a 2-yr, 24-hr storm or 3,600 cubic feet of storage per acre drained as per the Erosion Control & Drainage Plan. Silt fencing shall be installed at the downstream boundaries of the proposed project to protect areas that are to remain undisturbed.
- 8) The following measures shall be implemented to maintain an acceptable TMDL and to prevent fecal coliform and/or pathogens from escaping the project site: a) all storm drain inlets that could potentially receive storm water from construction activities shall be protected by surrounding with silt fence until final stabilization (70% min.) has been achieved, b) the lower orifice in the outfall structure shall be temporarily plugged until the completion of the construction of the project, c) all sedimentation basin outfalls to have triple layers of silt fence installed and d) all wastewater shall centralized collection and treatment.
- 9) Maintenance of site and all erosion controls will be the Contractor's responsibility during construction and the Home Owner's Association (HOA) post construction with the Municipality having perpetual right of access via easements for emergency purposes.

SEQUENCE OF CONSTRUCTION ACTIVITIES:

- 1) Silt fencing structural controls to be installed prior to any land disturbing activities taking place.
- 2) Construct construction entrance/exits(s).
- 3) Construct sedimentation/detention basin(s) with appropriate grassing and/or rip-rap.
- 4) Rough grade site, construct diversions and drainage ways, stockpile topsoil and install silt fence around stockpile, install utilities, culverts and inlets with associated silt fencing.
- 5) Install vegetative controls.
- 6) Construct roadways, drives, parking and buildings.
- 7) Perform final grading, grassing and landscaping operations.
- 8) After site is stabilized, remove all temporary measures and any excess sedimentation from basins.

HOUSEKEEPING PRACTICES: All equipment maintenance and repair shall be done off-site. The site is to be cleaned of trash and construction debris on a weekly basis so as to prevent the spreading of such onto adjacent properties. Paints, solvents, fertilizers, and any other potentially toxic materials shall not be stored on site. Portable sanitary facilities will be provided for construction workers. A designated pit area is required near construction entrance(s) for concrete truck wash-out (wash-out to be disposed of off-site by Contractor for recycling). Site shall be inspected weekly for spills and leaks. Any spills or leaks detected will be immediately cleaned with a dry absorbent material and absorbent oil socks shall be placed around any adjacent drainage inlets. Where sediment has been tracked-out from the site onto paved roads, sidewalks, or other paved areas outside the site, remove deposited sediment "immediately" by the end of the next workday. Remove the track-out by sweeping, shoveling, or vacuuming these surfaces, or by similarly effective means of sediment removal. Upon completion of construction, excessive sedimentation and/or pollutants shall be removed from roadways and sedimentation basins.

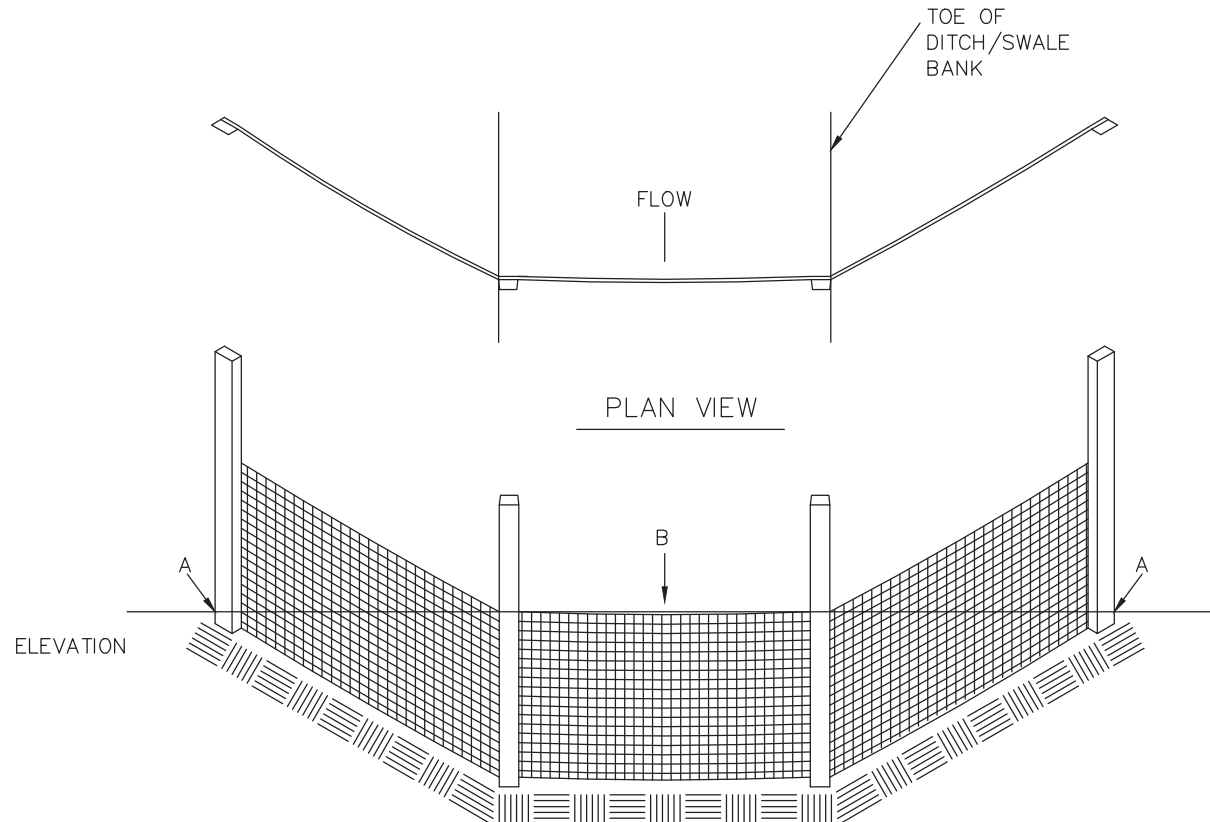
Emergency spill kit and telephone shall be available for use for site. Any spills in danger of migrating off-site shall be immediately reported to the National Response Center at (800) 424-8802.

POST CONSTRUCTION/STORM WATER MANAGEMENT MEASURES: The individual lot/site protection plan consists of the installation of sedimentation/detention basin(s), silt fencing, straw bales and/or other erosion/siltation control measures in a continuous band across the downhill side of all disturbed areas including areas adjacent to streets. Under no circumstances will silt laden run-off be allowed to escape the site. Additionally, these requirements are to be an integral part of any sales contracts and recorded covenants for the development. Sedimentation/detention basin(s) are to be thoroughly cleaned of excess sediment after construction. Grassing and/or rip-rap will be placed at concentrated storm water discharge points to prevent erosion from high run-off velocities. During facility operation, potential storm water discharges could include oils, grease, etc., from the resident parking. Detention basins and storm water swales will be utilized for post construction storm water management to ensure that discharges will be clean and free from all pollutants (oil, grease, etc.). The receiving waters for this area is denoted on the Erosion Control Plan in the construction plans. The water from the project area moves via surface sheet flow into the natural existing drainage feature within/downstream of the property. Drainage from this project area flows downstream into the existing natural drains as denoted on the Erosion Control Plan in the construction plans. All downstream drainage ways will be protected through on site BMP efforts and detention ponds strategically placed on the site to treat run-off prior to discharge.

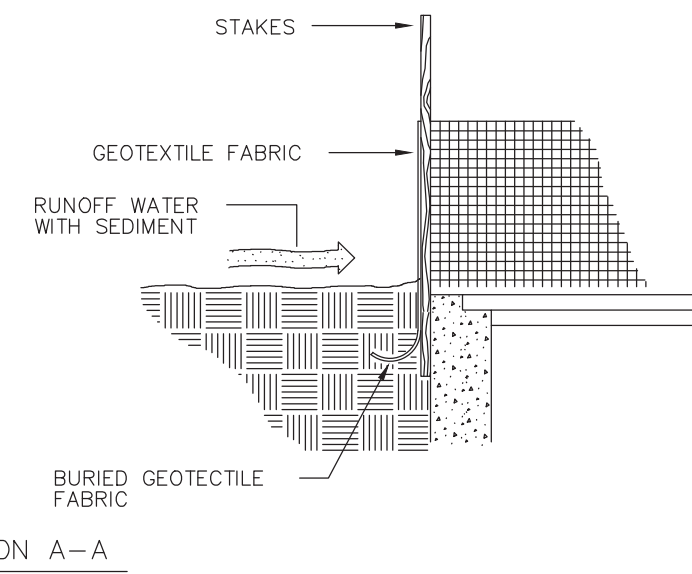
TRAINING DOCUMENTATION: Training records shall include employee's name, worker identification number, date of training, contents of training, an indication whether it was initial or refresher training and the employee's signature acknowledging that training was received. All personnel training associated with this general permit shall be documented on the Employee Training Log Form (see MDEQ Storm Water Permit/LCNOI section in Contract Documents). Completed forms and supporting training documentation shall be maintained on-site with the SWPPP and made available to MDEQ personnel for inspection upon request.

TRAINING REQUIREMENTS: A program shall developed and implemented for initial and periodic refresher training of personnel that are responsible for implementing and/or complying with the requirements of this permit. Initial training for all personnel that are responsible for implementing and/or complying with the requirements of this permit shall be performed within twelve (12) months of issuance of coverage or recovery under this permit. Newly hired employees responsible for implementing and/or complying with the requirements of this permit shall receive initial training prior to performing such responsibilities. All employees responsible for implementing and/or complying with the requirements of this permit shall receive refresher training by December 31st of each calendar year. Training shall at a minimum address, but not be limited to, the following elements:

- (1) SWPPP goals and plan components including:
- (A) Housekeeping and pollution prevention requirements
- (B) Spill prevention and response procedures
- (C) Identification and elimination of non-allowable, non-storm water discharges
- (D) Installation, maintenance and inspection of erosion and sediment controls for construction activities
- (E) Installation, maintenance and inspection of BMPs for post-construction storm water
- (2) Procedures for monitoring compliance with non-numeric and numeric limitations
- (3) Recordkeeping, reporting and record retention (3 years min.) requirements (includes understanding the records filing system and being able to produce the required permit documentation during an MDEQ on-site inspection)
- (4) Release reporting and non-compliance notification and reporting requirements
- (5) Applicable standard requirements



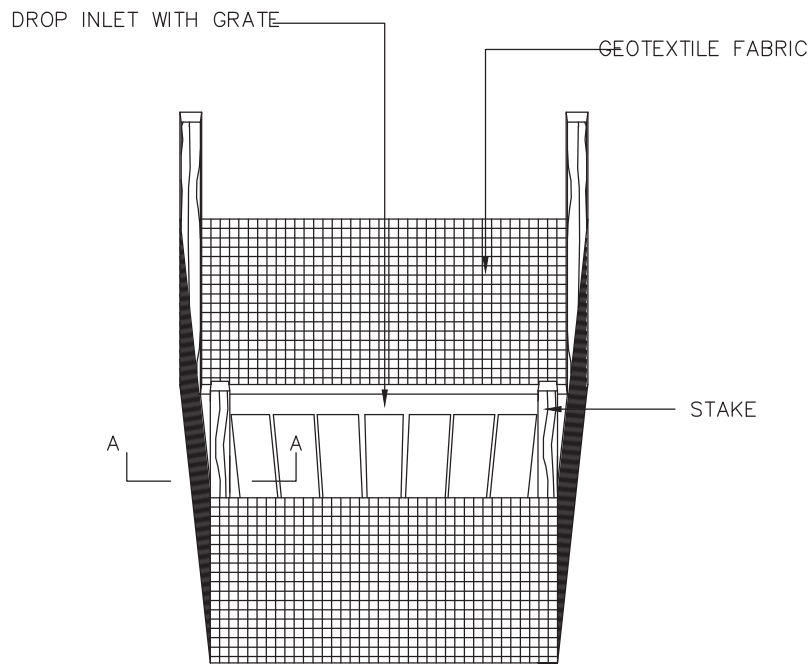
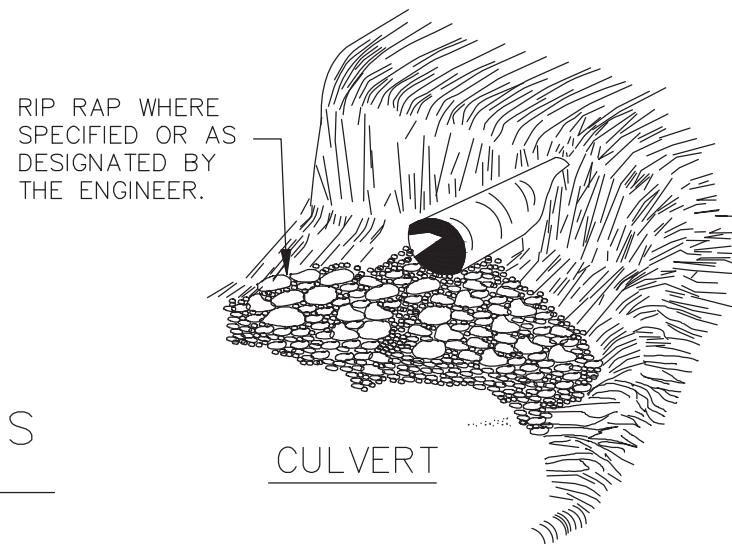
SILT FENCE DITCH/SWALE PROTECTION



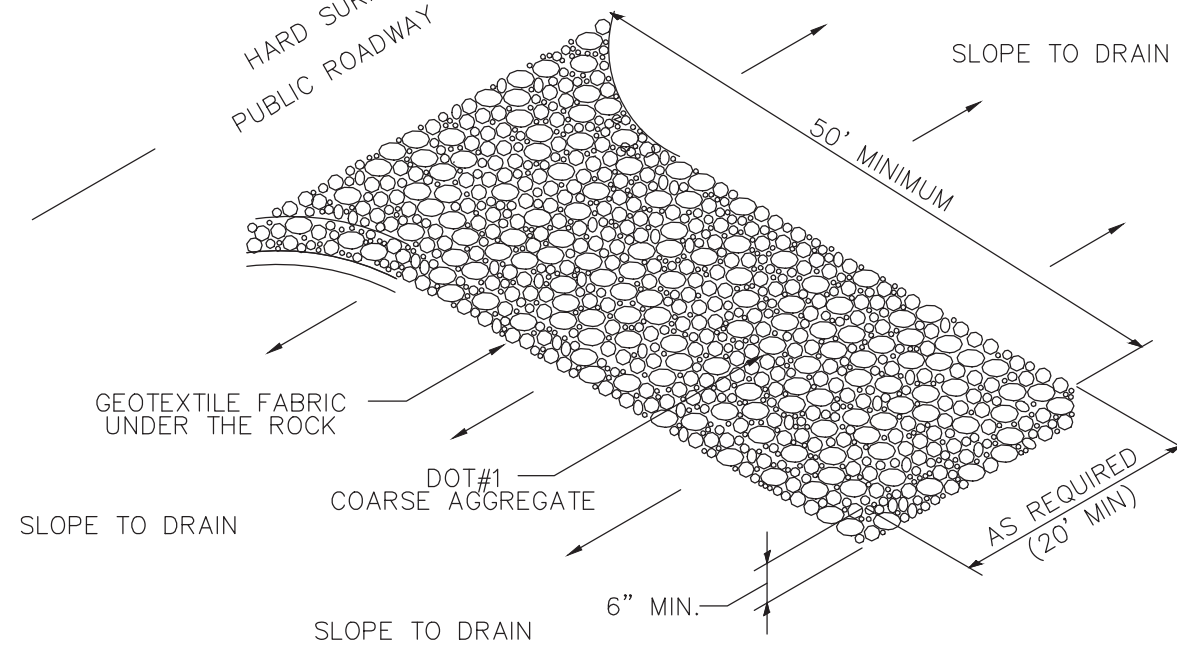
SECTION A-A

FALL OF DITCH (%)	DISTANCE* (ft)
0 - 1	100'
1 - 2	50'
>2	25'

MIN. DISTANCES FOR EROSION CHECKS

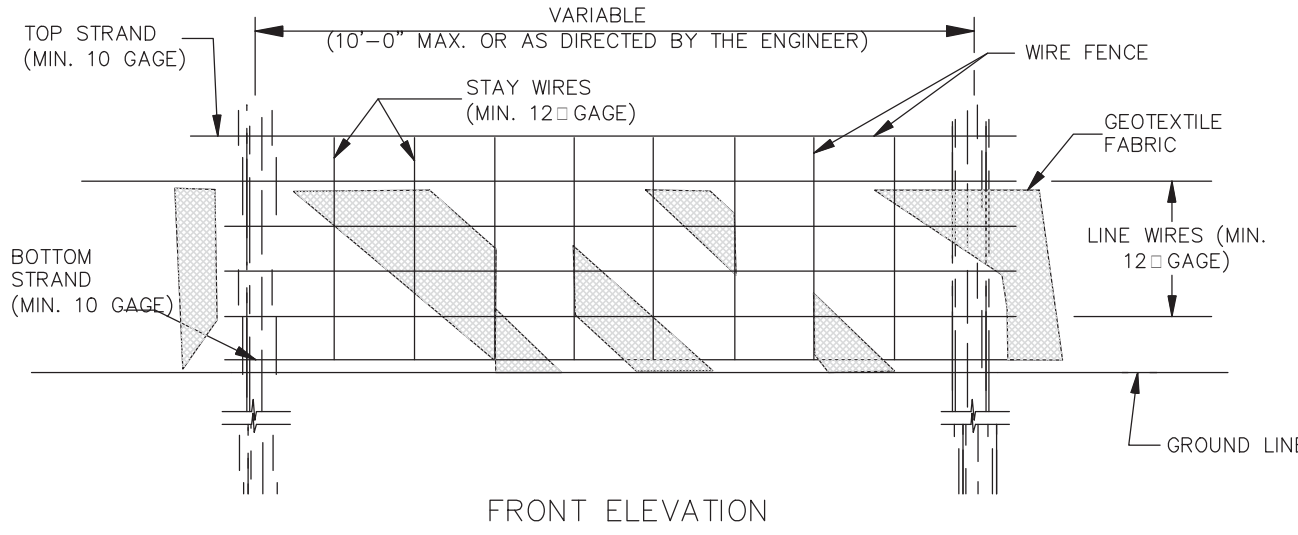


SILT FENCE INLET PROTECTION

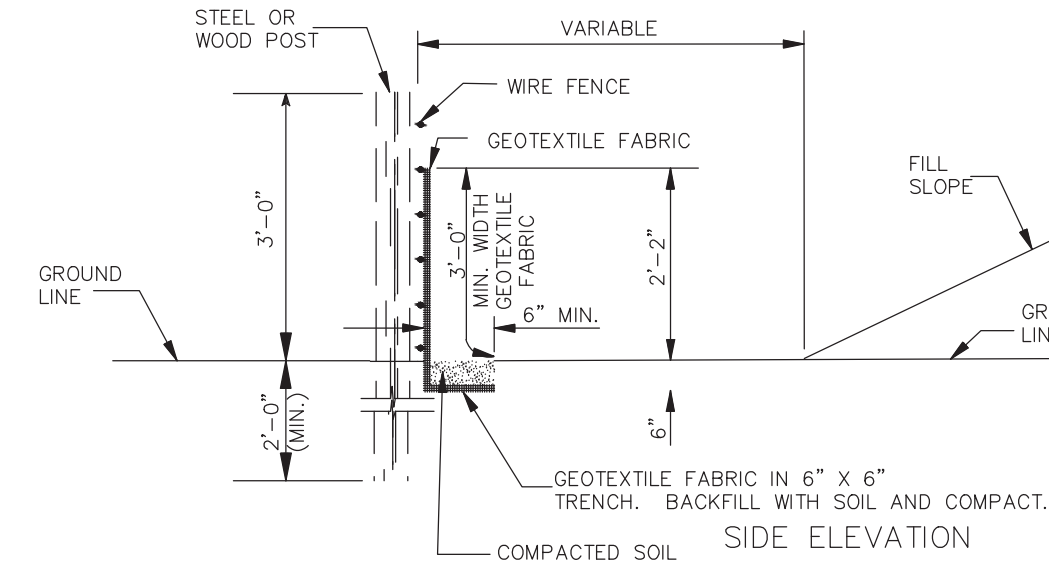


TEMPORARY CONSTRUCTION ENTRANCE AND EXIT

SCALE: N.T.S. UPDATED: 4/5/05



FRONT ELEVATION



SIDE ELEVATION

TEMPORARY SILT FENCING

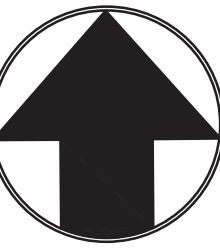
GENERAL NOTES:

1. EROSION CONTROL SEQUENCE SHALL BE AS FOLLOWS:
- (A) SILT FENCING TO PROTECT EXISTING WETLANDS SHALL BE INSTALLED
- (B) DETENTION POND TO BE CONSTRUCTED
- (C) SILT FENCING AND HAY BALES TO BE INSTALLED AROUND ALL DRAINAGE STRUCTURES
- (D) APPROPRIATE EROSION CONTROL STEPS TAKEN TO STABILIZE SIDE SLOPES AND SWALES
- (E) ALL DISTURBED AREAS TO BE GRASSED EXCEPT WHERE SOODING IS REQUIRED
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF ALL EROSION CONTROL MEASURES IN ACCORDANCE TO THE WETLANDS PERMIT NUMBER- SAM-2011-1271-TMC, AND THE D.E.Q. (SWPP) PERMIT NUMBER - "SEE CONTRACT DOCUMENTS FOR COPIES OF PERMITS"
3. CONTRACTOR SHALL INSPECT THE INSTALLED EROSION CONTROL ITEMS AT LEAST ONCE EVERY SEVEN-CALNDAR DAYS AND PROVIDE ANY MAINTENANCE REQUIRED TO PREVENT EROSION AND ADVERSE IMPACTS TO RECEIVING STREAMS
4. ENTIRE SITE SHALL BE CLEARED AND GRUBBED UNLESS OTHERWISE NOTED, HOWEVER SPECIAL CARE SHOULD BE TAKEN TO PROTECT ANY ORNAMENTAL TREES THAT COULD REMAIN WITH-IN THIS PROJECT.

SILT FENCE NOTES:

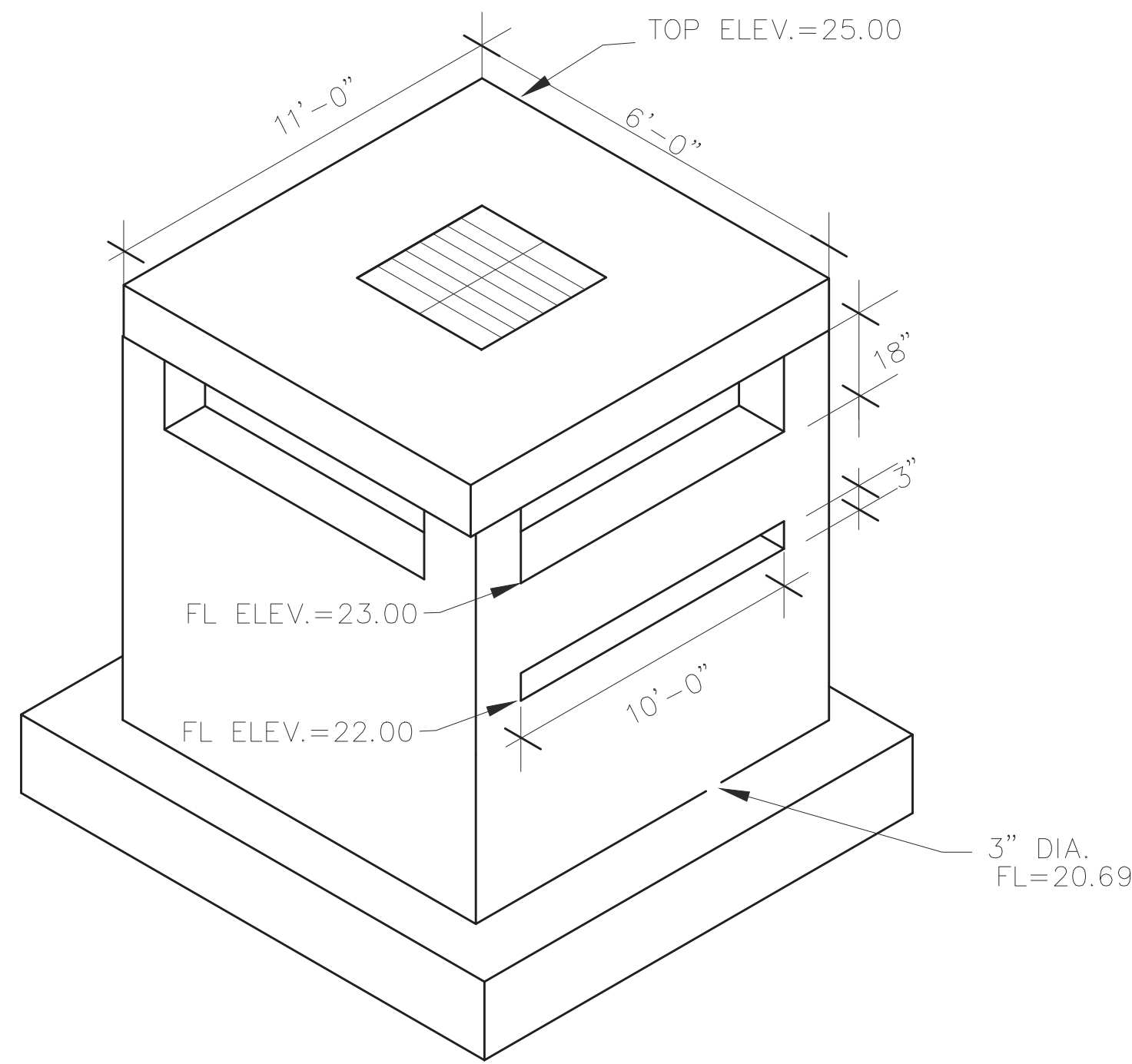
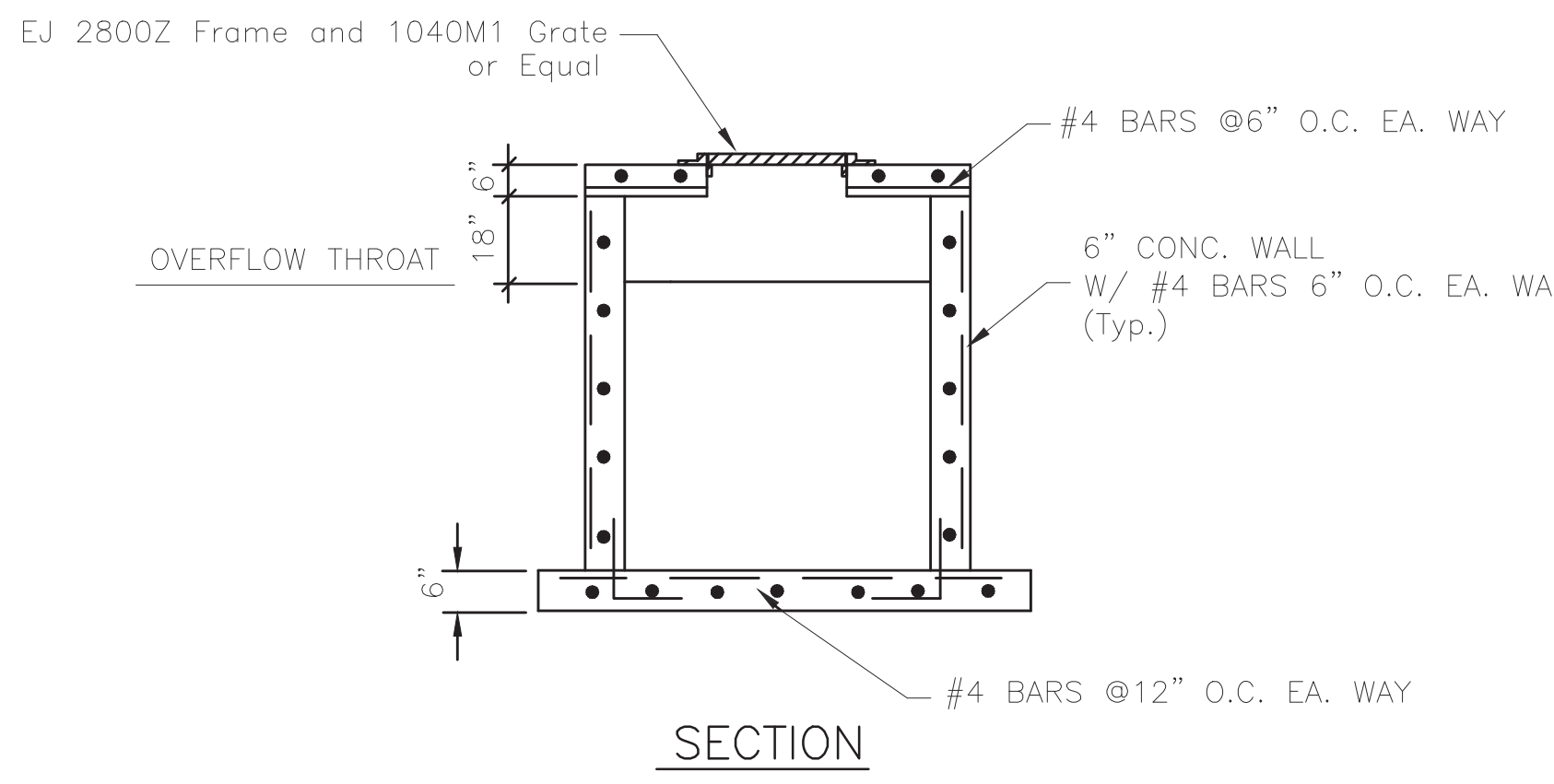
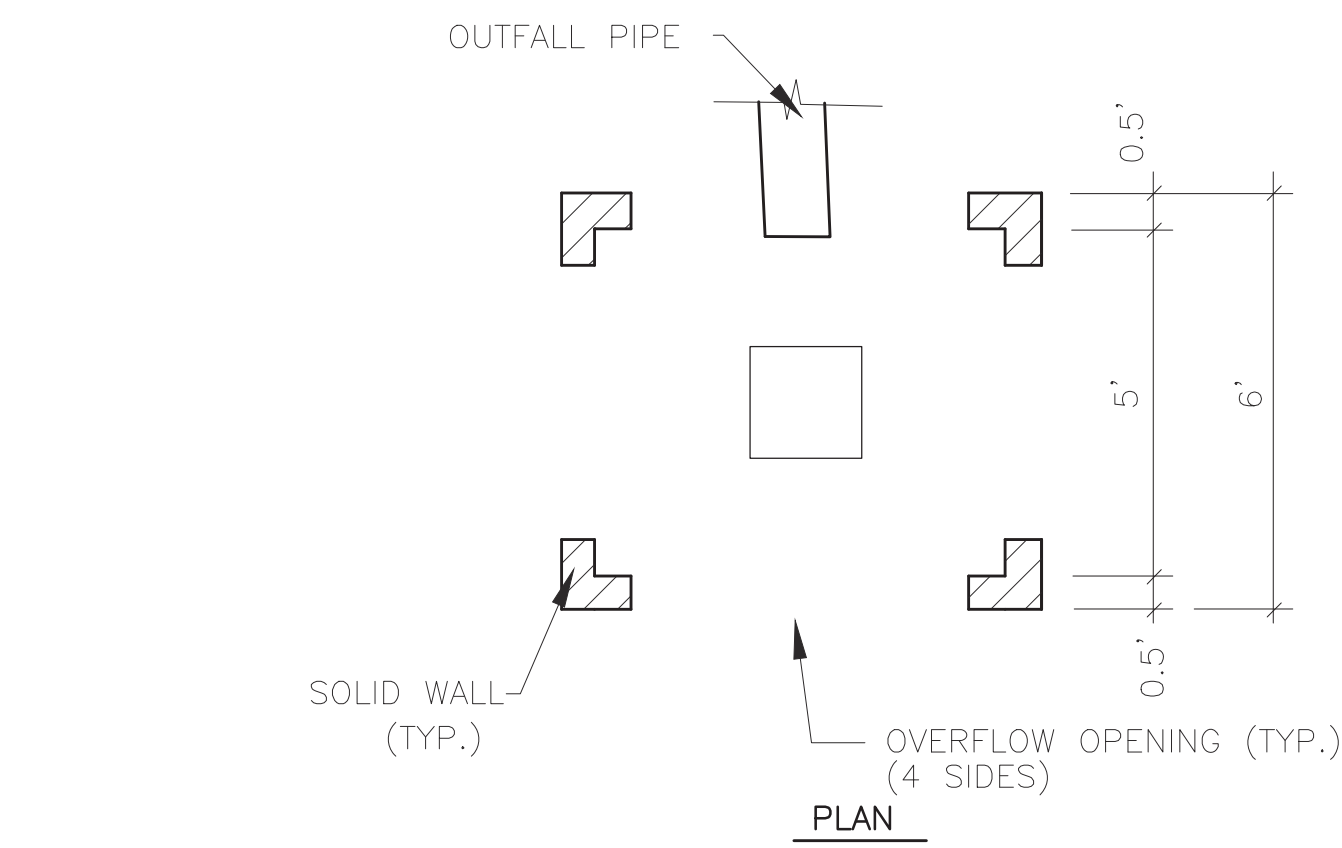
1. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
2. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF .36" IN WIDTH AND SHALL BE FASTENED ADEQUATELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
3. STEEL POST SHALL BE 5'-0" IN HEIGHT AND OF THE SELF-FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 5'-0" IN HEIGHT AND 3" OR MORE IN DIAMETER. WIRE FENCE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 9 GAGE WIRE STAPLES 1" LONG.
4. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE
5. SILT FENCE TO BE MAINTAINED AND SILT REMOVED WHEN THE VERTICAL SILT LEVEL REACHES 1/3 OF THE SILT FENCE HEIGHT

- Legend:
- City ROW
 - Common Area
 - Green Area Within Lots



1"=60'





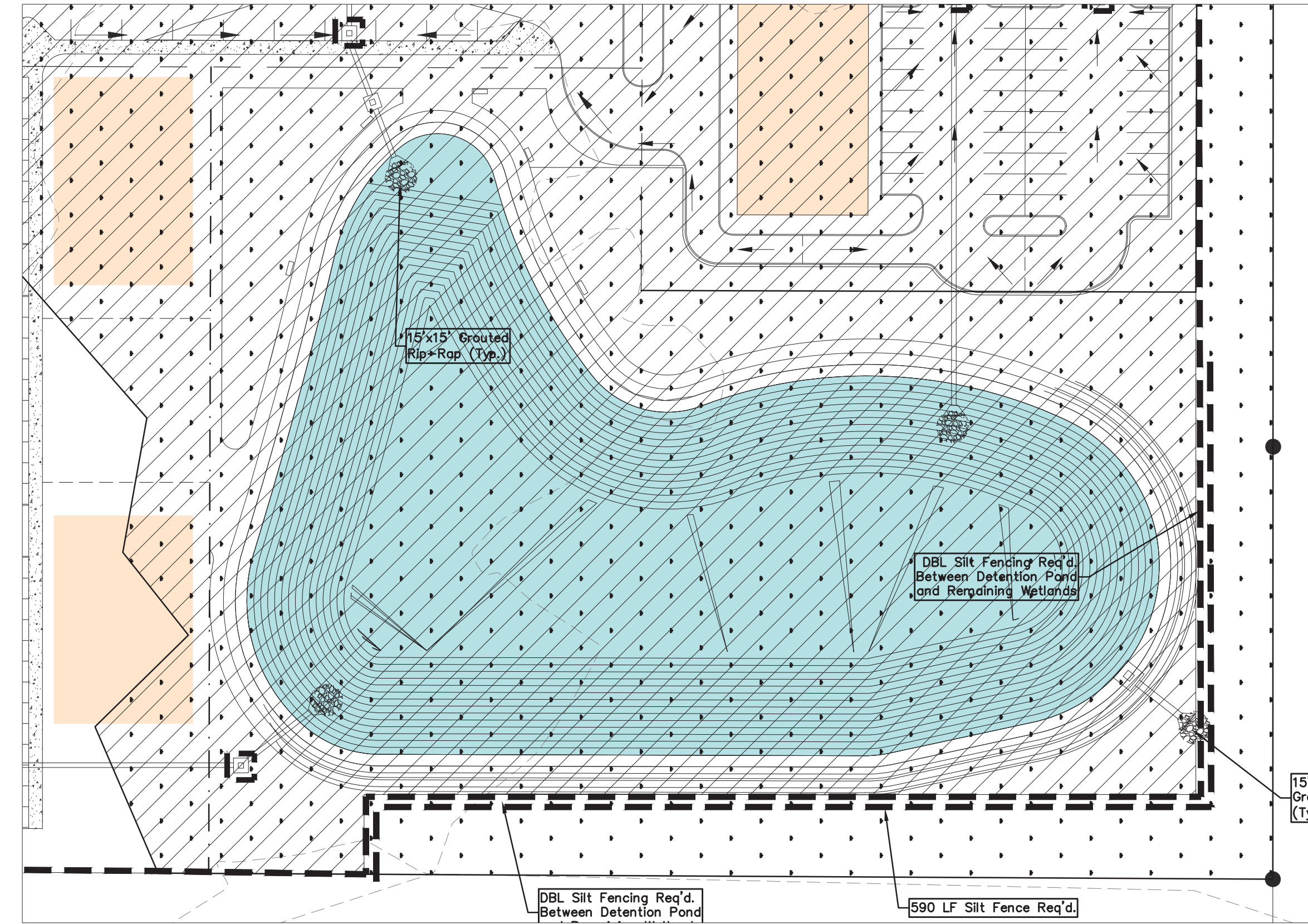
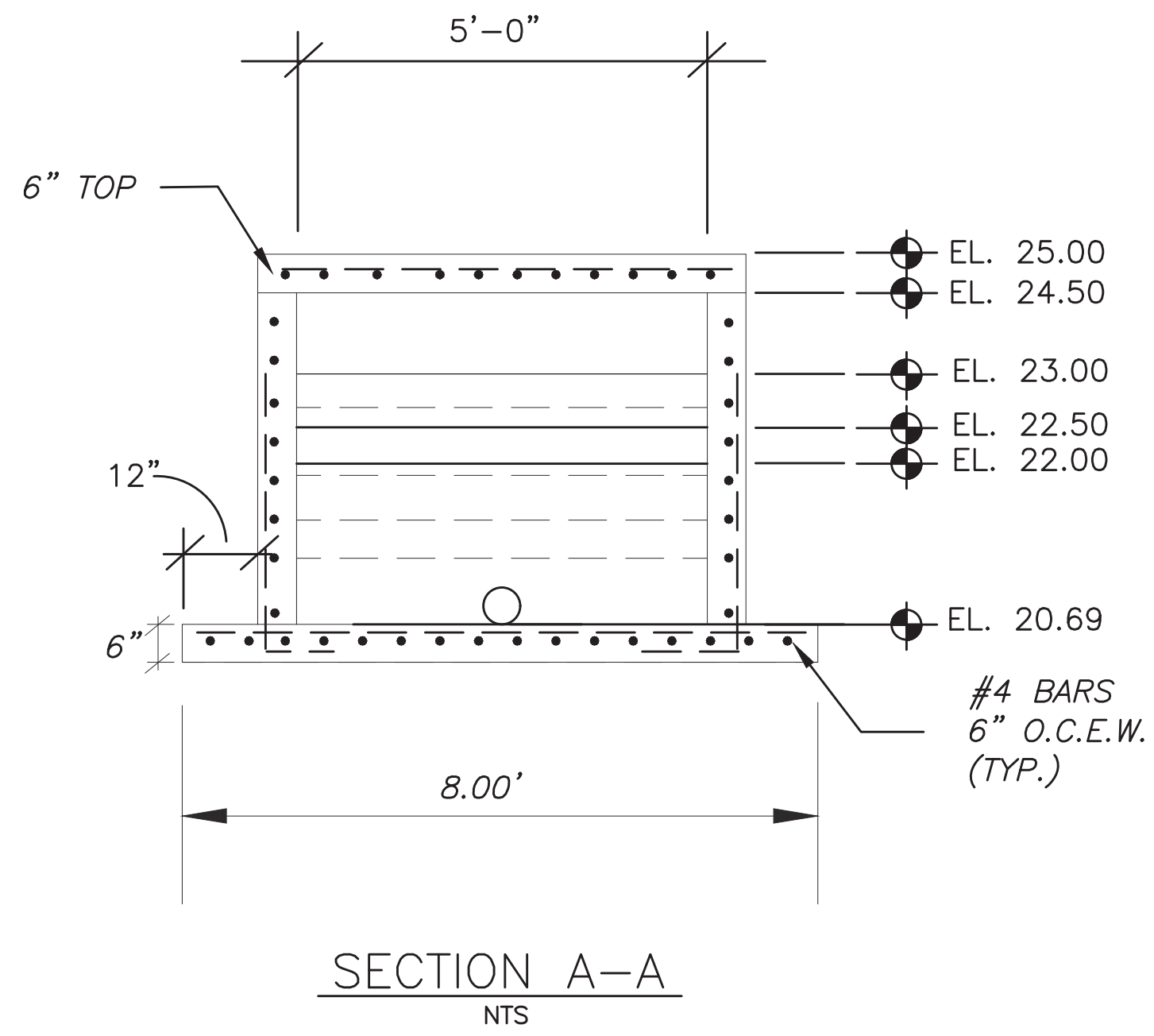
OVERFLOW STRUCTURE

N.T.S.

NOTE:
OVERFLOW BOX TO BE CONSTRUCTED WITH THE SAME MIN. DIMENSIONS NOTED ON THE CATCH BASIN DETAILS EXCEPT WHERE OTHERWISE SPECIFIED.

OVERFLOW WEIR DETAIL

N.T.S.



Site Plan



Sedimentation Basins																													
Basin	TOB	TOS	BOS	BOB	Skimmer			Drainage Area (ac)	Avg Surf Area Prov'd (sf)	Storage Depth (ft)	Volume Req'd. (cf)	Volume Provided (cf)																	
					Size (in)	Orifice Dia (in)	Capacity (cf/48 hrs)																						
					(input)	(input)	(input)																						
C3	25.00	23.00	20.69	16.69	5.00	4.90	62,640	17.4	66,200	6.31	62,640	417,722																	
					(A)	(B)	(C)																						

Note: 3,600 c/d/cleared-ac volume required for drainage areas greater than 10 acres.

MDEQ WQC Detention Basin Calculations
Legacy Medical Center

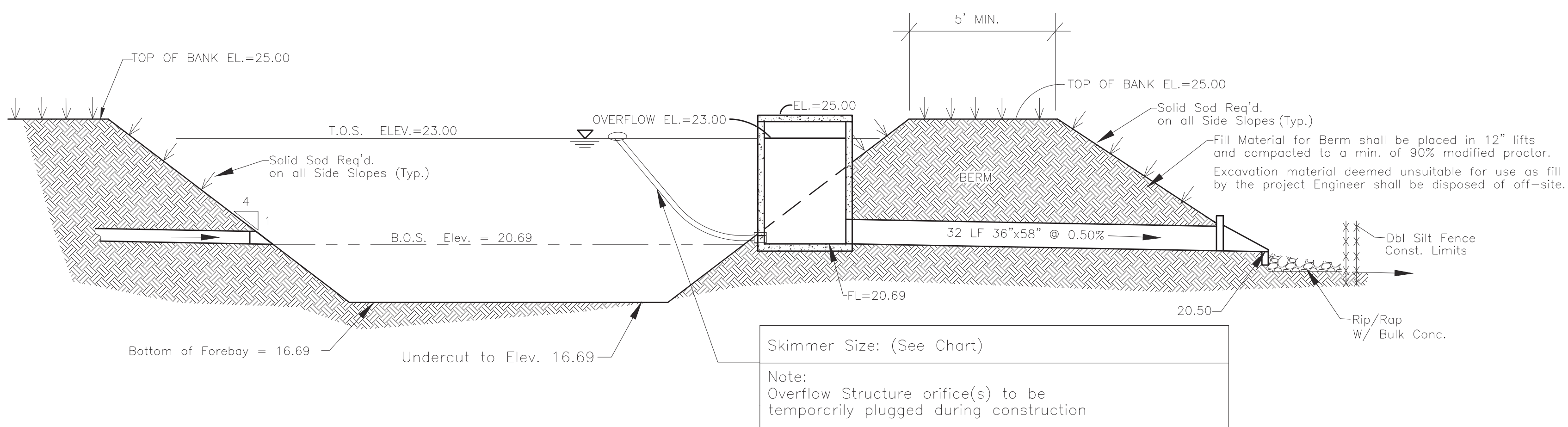
Project No. 896
January 31, 2024

Basin	Drainage Area (ac)	Swale Length (avg) (input)	Units/ Basin (input)	Basin Geometrics			Average Surface Area		*Basin Vol Provided (cf)	Circular Orifice Dia (in)	Return Time		Top of Bank Elev (ft)	Top of Storage Elev Area (ac)	Avg Storage Elev Area (ac)	Bot of Storage Elev Area (ac)	Bot of Basin Elev Area (ac)	Rectangular Orifice			Overflow Structure		Forebay Geometrics									
				Avg Len (ft)	Avg Wid (ft)	Depth (ft)	Required (sf)	Provided (sf)			1st Half (hrs)	Total (hrs)						Top (ft)	Bot (ft)	Top (Elev)	Bot (Elev)	Width (ft)	Top (Elev)	Width (ft)	Vol (cf)	L (ft)	W (ft)	D (ft)				
				(input)	(input)	(input)	(input)	(input)			(input)	(input)						(input)	(input)	(input)	(input)	(input)	(input)	(input)	(input)	(input)	(input)	(input)	(input)	(input)	(input)	
C3	17.4	150	1	266	133	2.31	35,357	66,200	81,675	152,922	3	54	200*	25.00	1.0574	23.00	0.8983	21.85	0.8117	20.69	0.7290	16.69	0.6658	22.00	22.25	10.00	25.00	5.00	16,335	50	50	6.5
				(2' min)																												
1				(DOB)					(DCO)			48 to 72		(TOB)		(TOS)			(BOS)			(TRO)			(BRO)		(WRO)		(TOFS)		(WOFS)	

*Minimum basin volume required for first 1-1/2" over impervious surfaces (3,500 sf/lot; 2,000 sf/unit).
**Actual basin volume provided in Construction Plans.
Note: Outfall structure to drain 1/2 the volume within 48 to 72 hours with no more than 1/2 the volume being discharged within 48 hours.

Abbreviations:
DCO - Diameter of Circular Orifice
TOB - Top of Bank
TOS - Top of Storage
BOS - Bottom of Storage
DOB - Bottom of Basin
TRO - Top of Rectangular Orifice
BRO - Bottom of Rectangular Orifice
WRO - Width of Rectangular Orifice
TOFS - Top of Overflow Structure
WOFS - Width of Overflow Structure (Inside)

Project No. 896
January 31, 2024



Section of Detention

N.T.S.

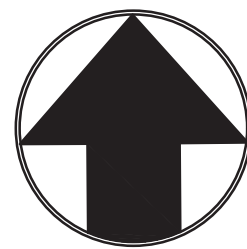
REVISED	DRAWN JCH	CHECKED	DATE January 2024
SHEET TITLE Detention Pond Design			
PROJECT NAME Legacy Park CITY OF Gautier, MISSISSIPPI			
PROJECT LOCATION 13061 Shriners Blvd. SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679			
DESIGNER Dennis Stieffel and Associates, Inc. Consulting Engineers			
SHEET 896			

Legend:

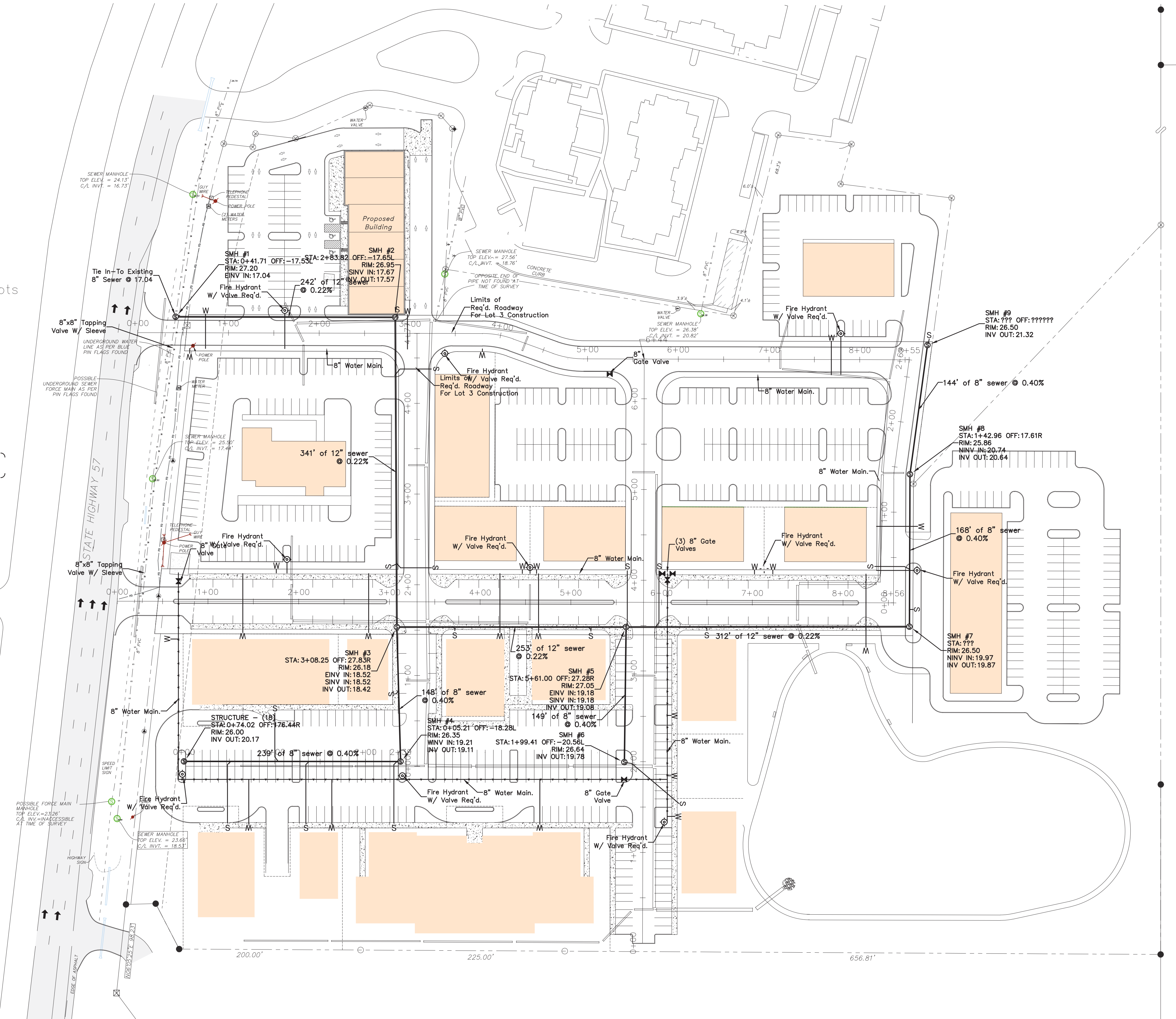
City ROW

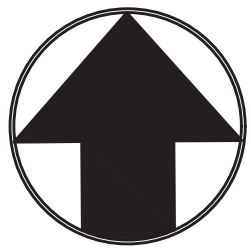
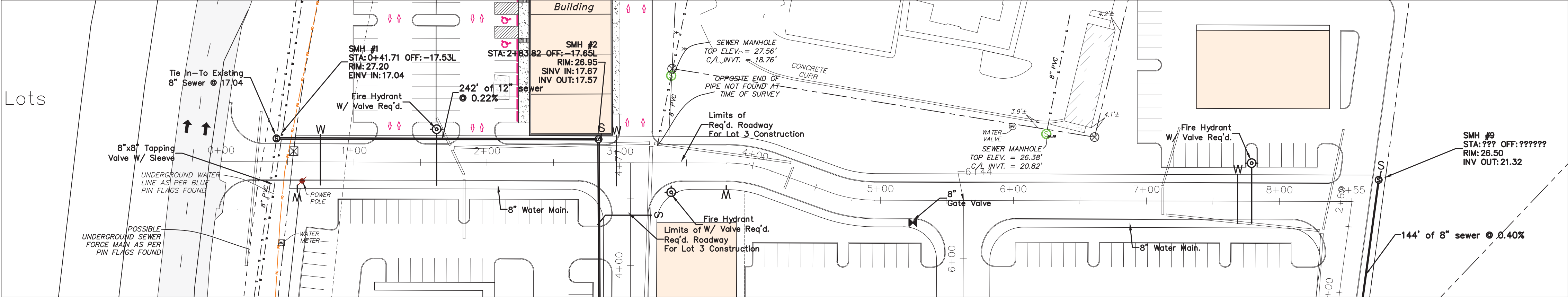
Common Area

Green Area Within Lots



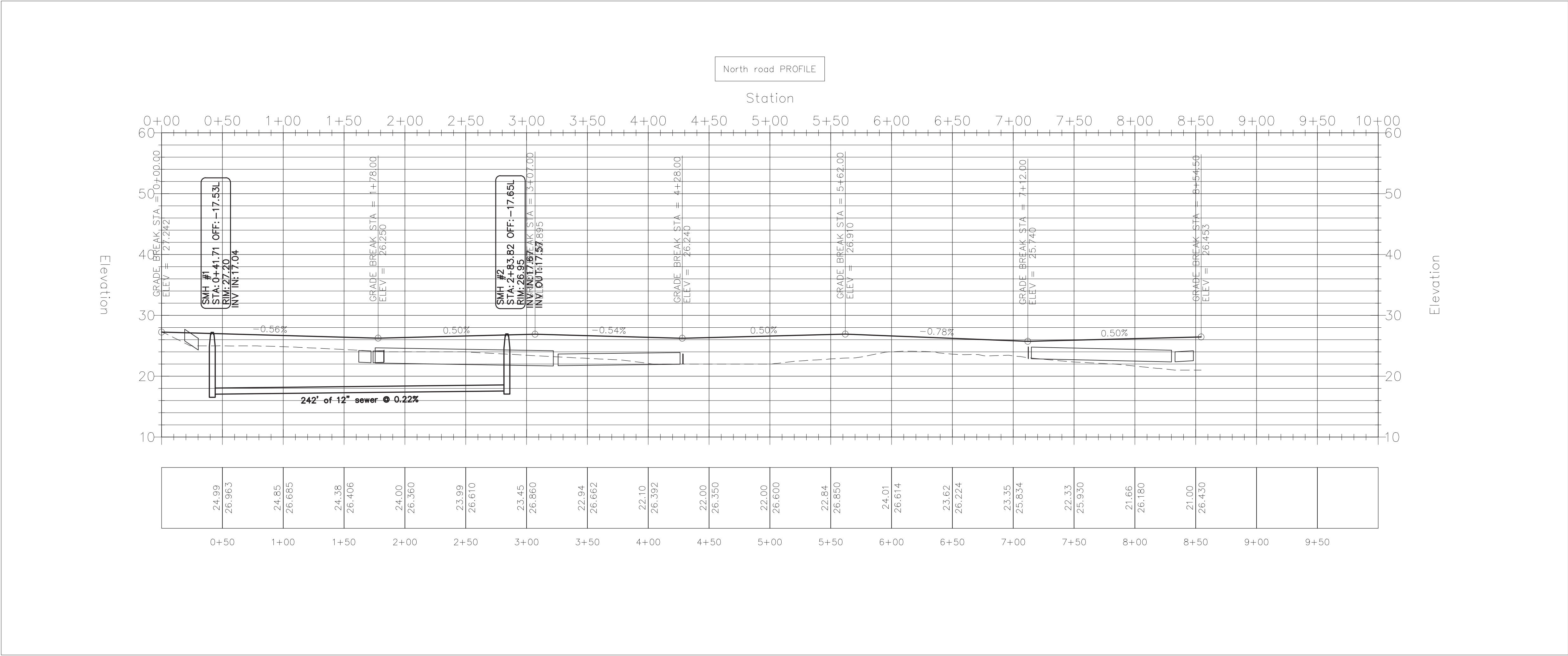
1"=60'





North Road

1"=50' Horiz.
1"=10' Vert.



REVISED

DRAWN JCH

CHECKED

DATE January 2024

Plan and Profile

Legacy Park

CITY OF Gautier, MISSISSIPPI

PROJECT NAME

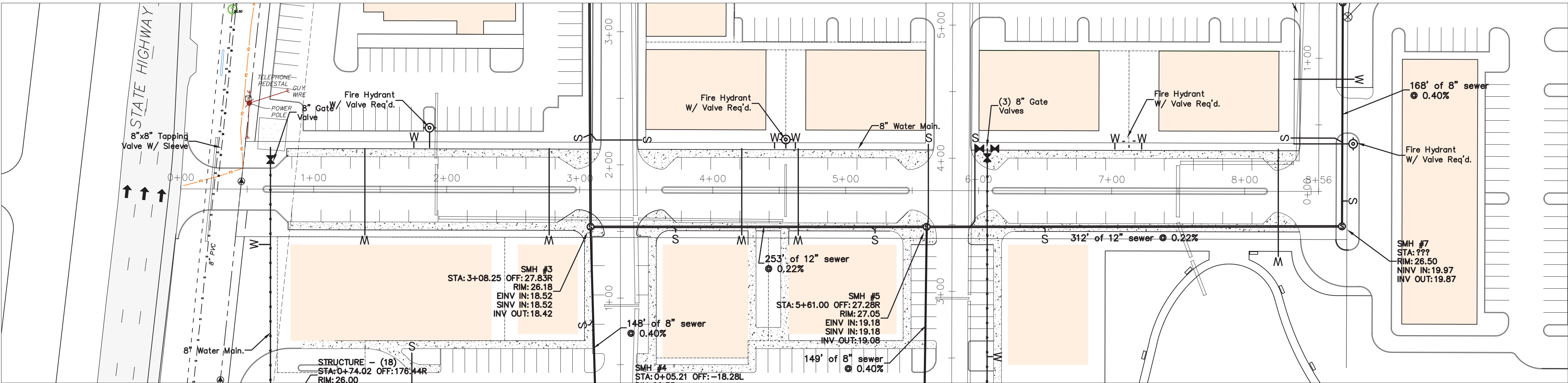
13061 Shriners Blvd. SUITE C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieffel and Associates, Inc.
Consulting Engineers

DS&A

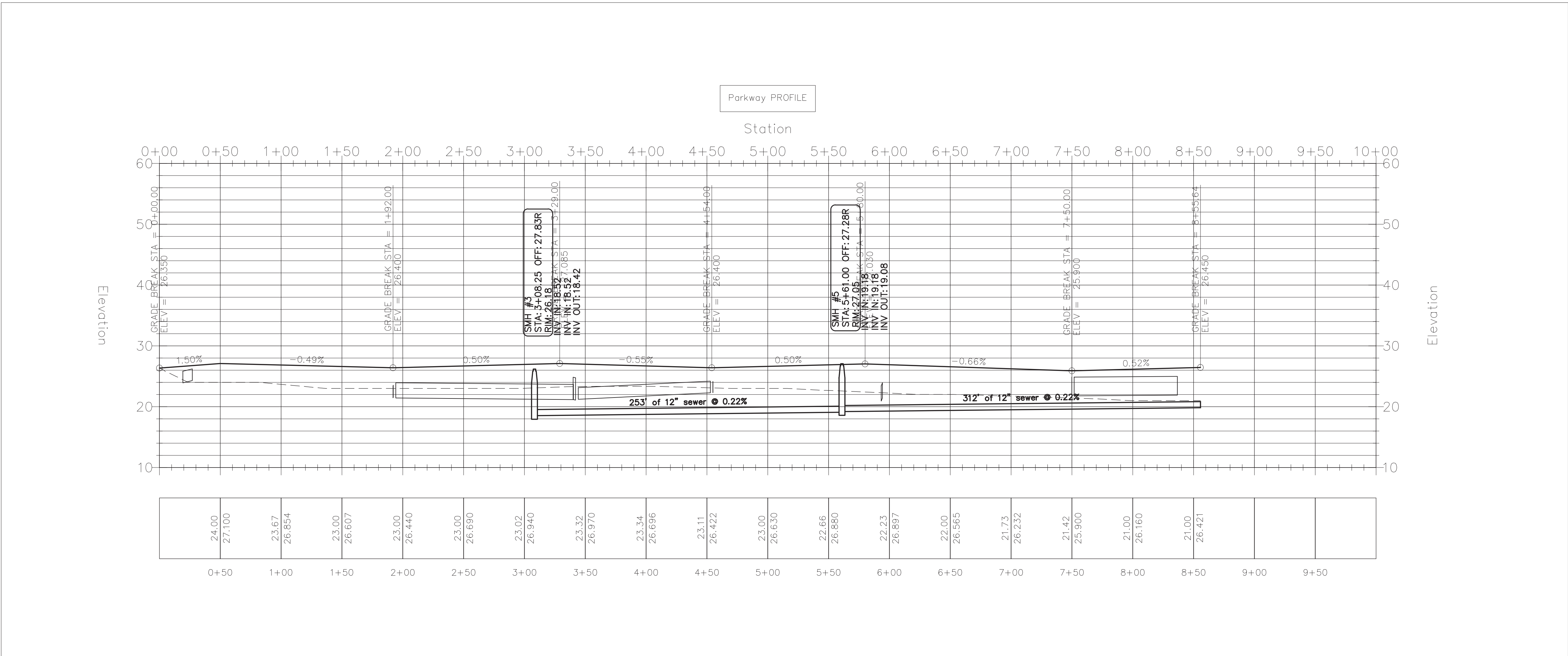
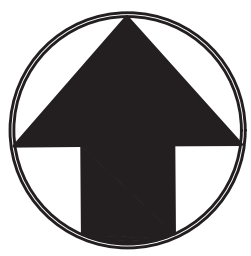
SHEET 10

PROJECT NO. 896

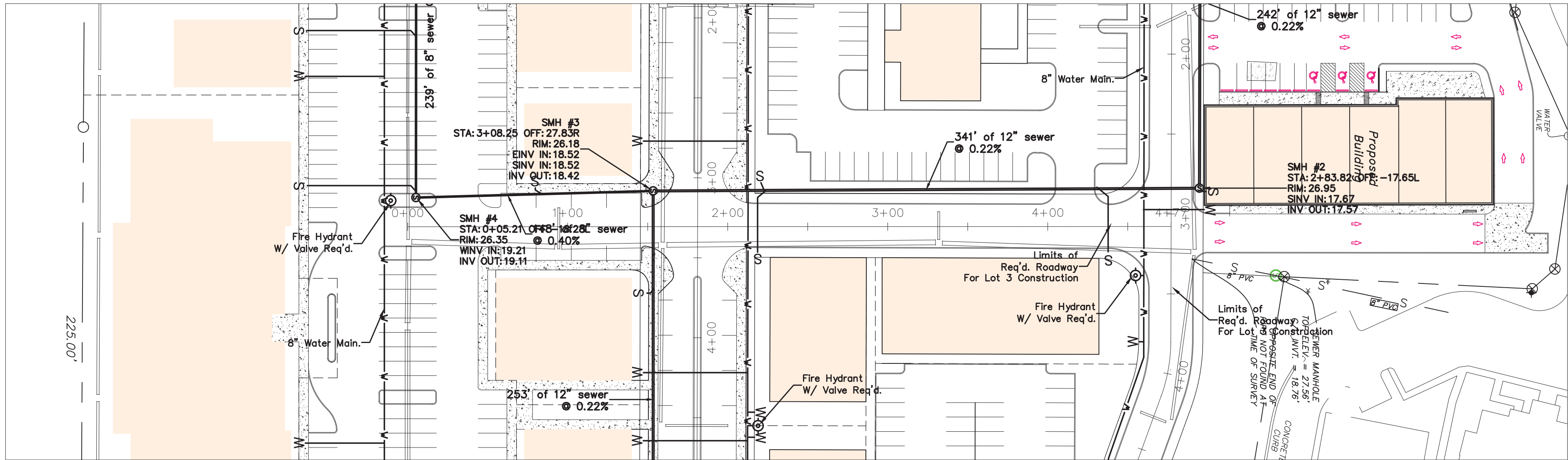


Parkway

1"=50' Horiz.
1"=10' Vert.

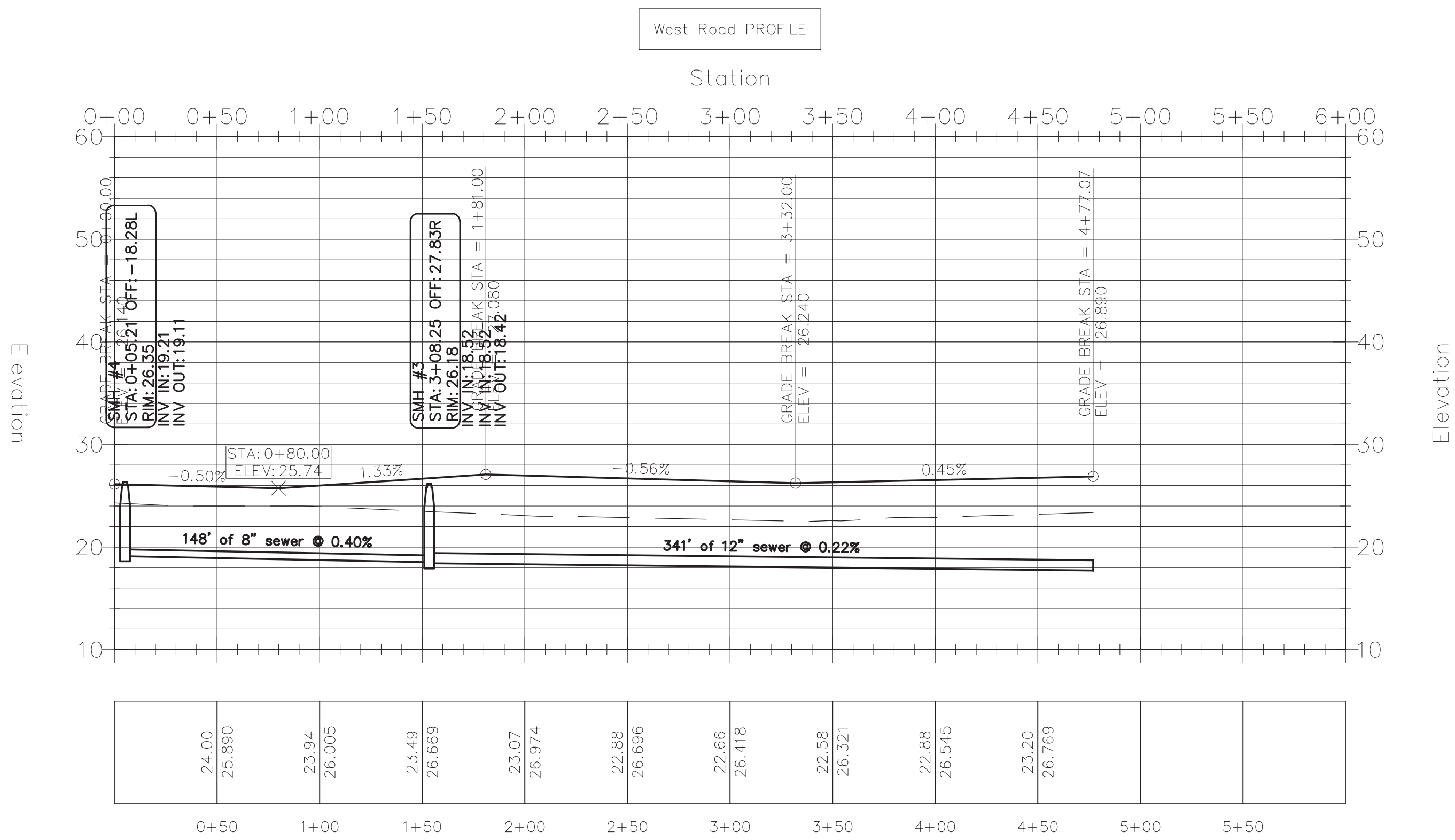
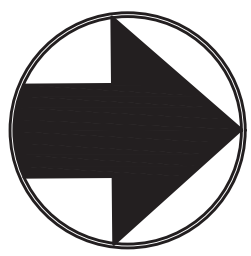


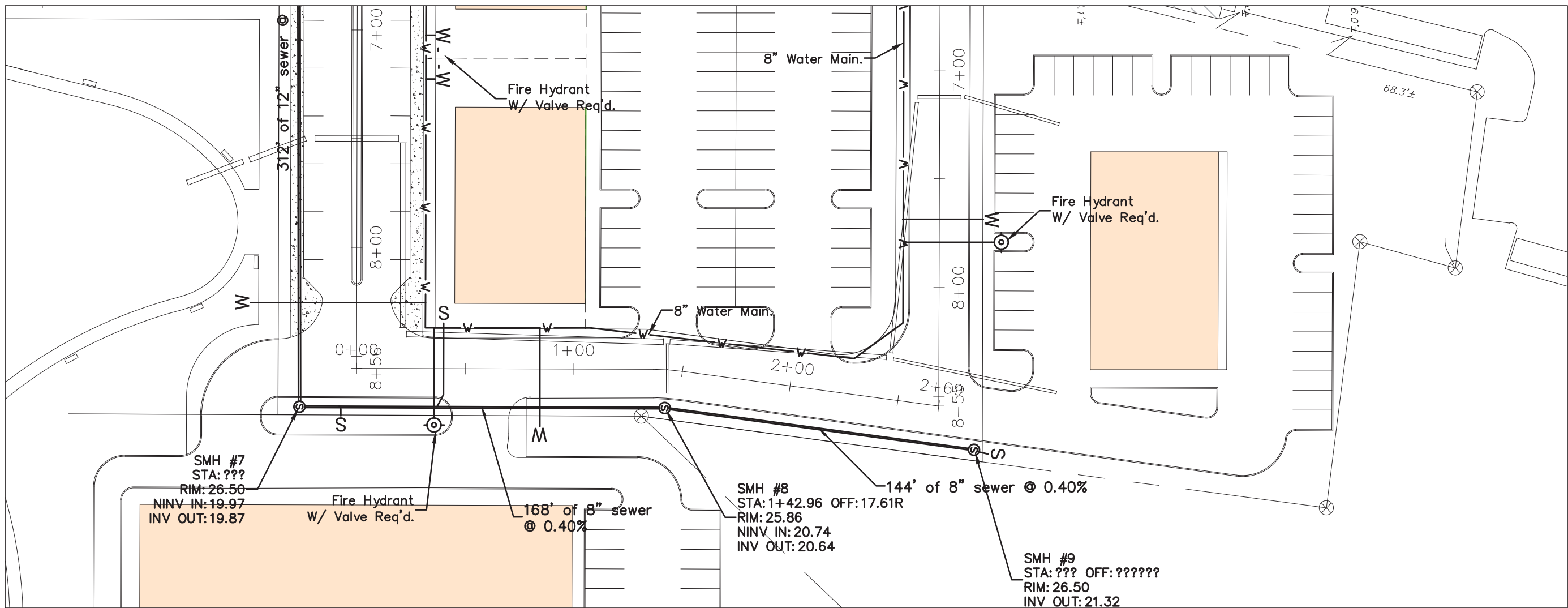
REVISED	PROJECT NAME Legacy Park CITY OF Gautier, MISSISSIPPI	PROJECT NO. 896
DRAWN JCH		
CHECKED		
DATE January 2024		
SHEET TITLE Plan and Profile		
PROJECT NAME Legacy Park CITY OF Gautier, MISSISSIPPI		
PROJECT NO. 896		



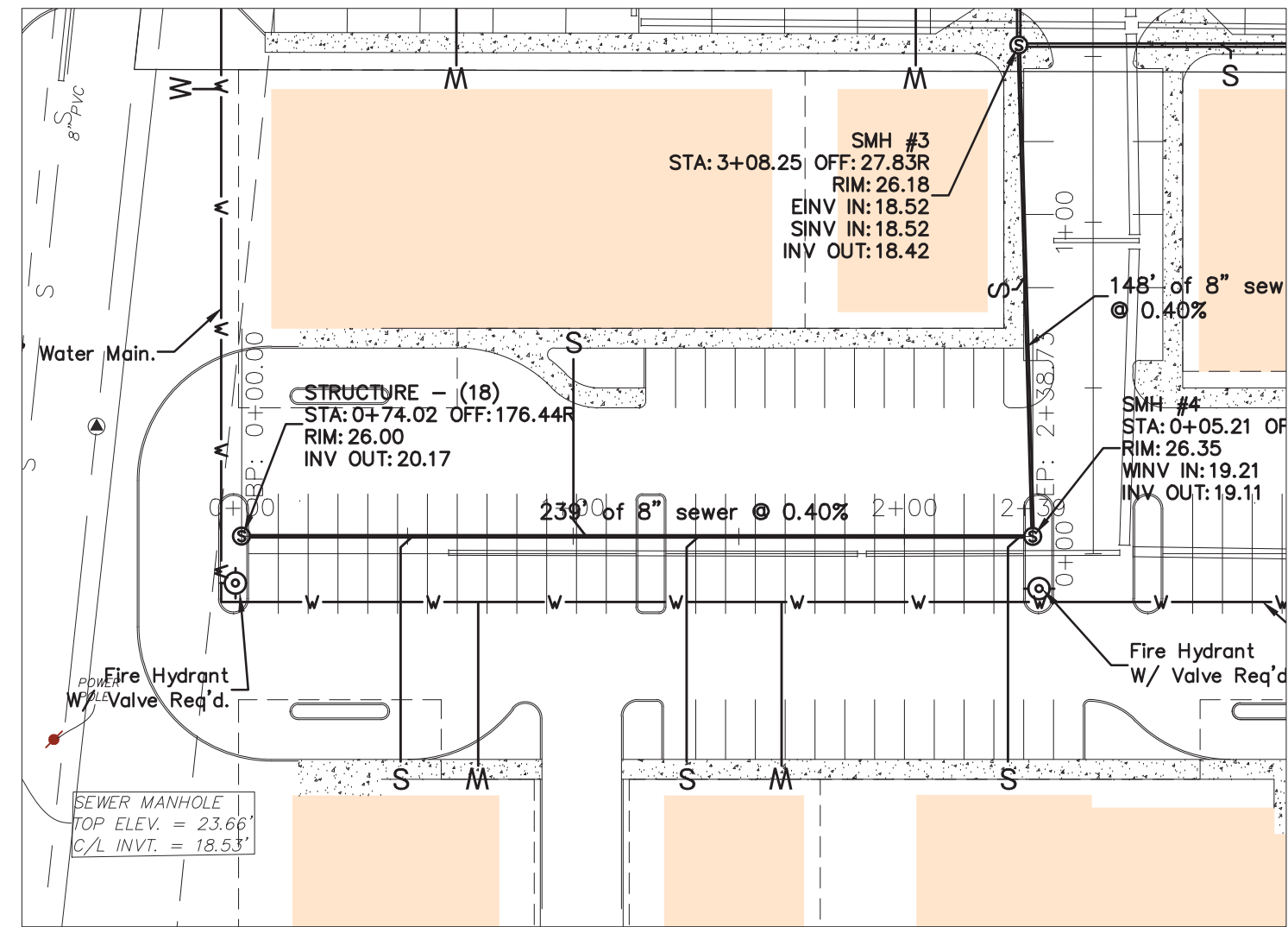
West Road

1"=50' Horiz.
1"=10' Vert.



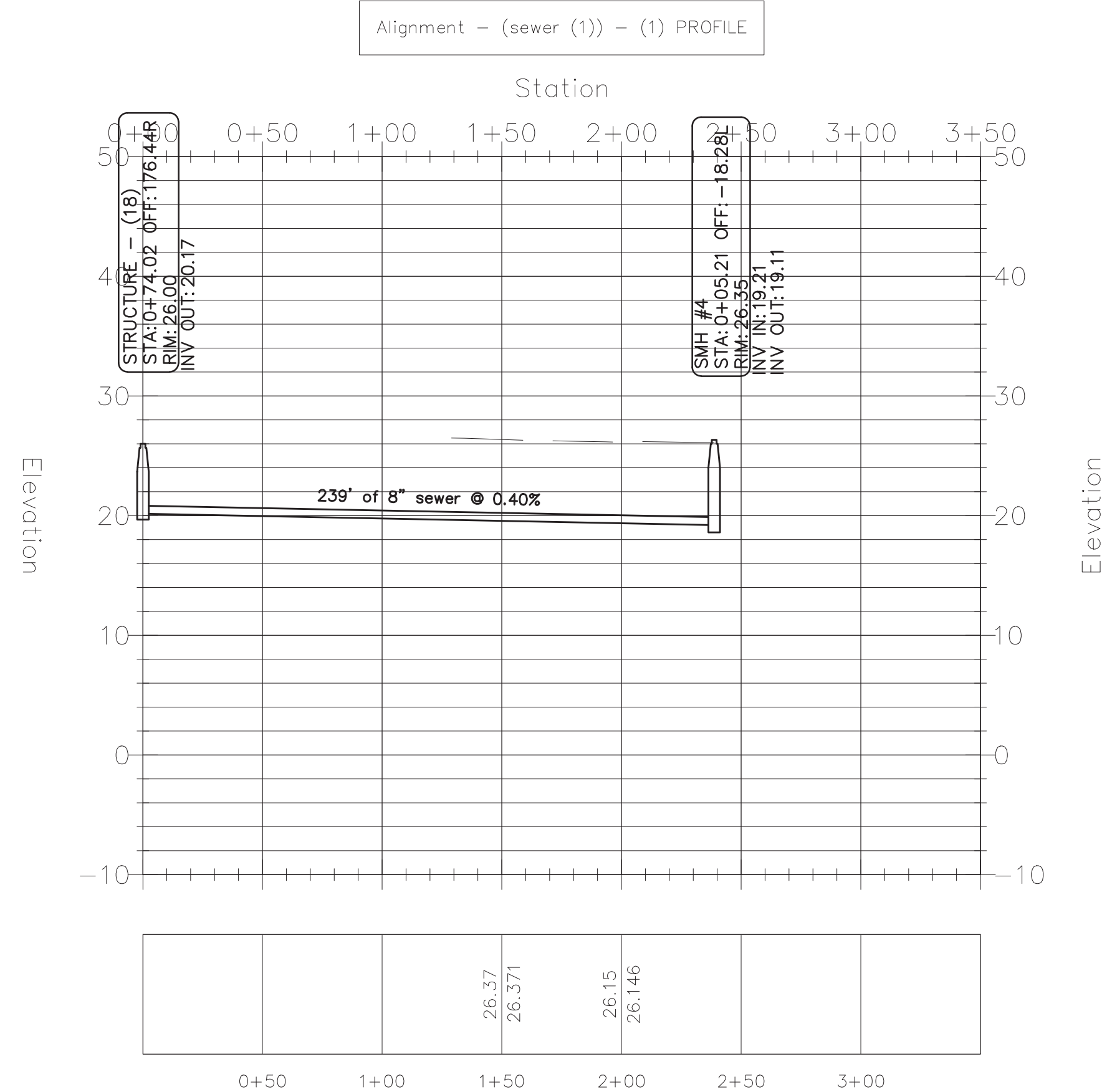
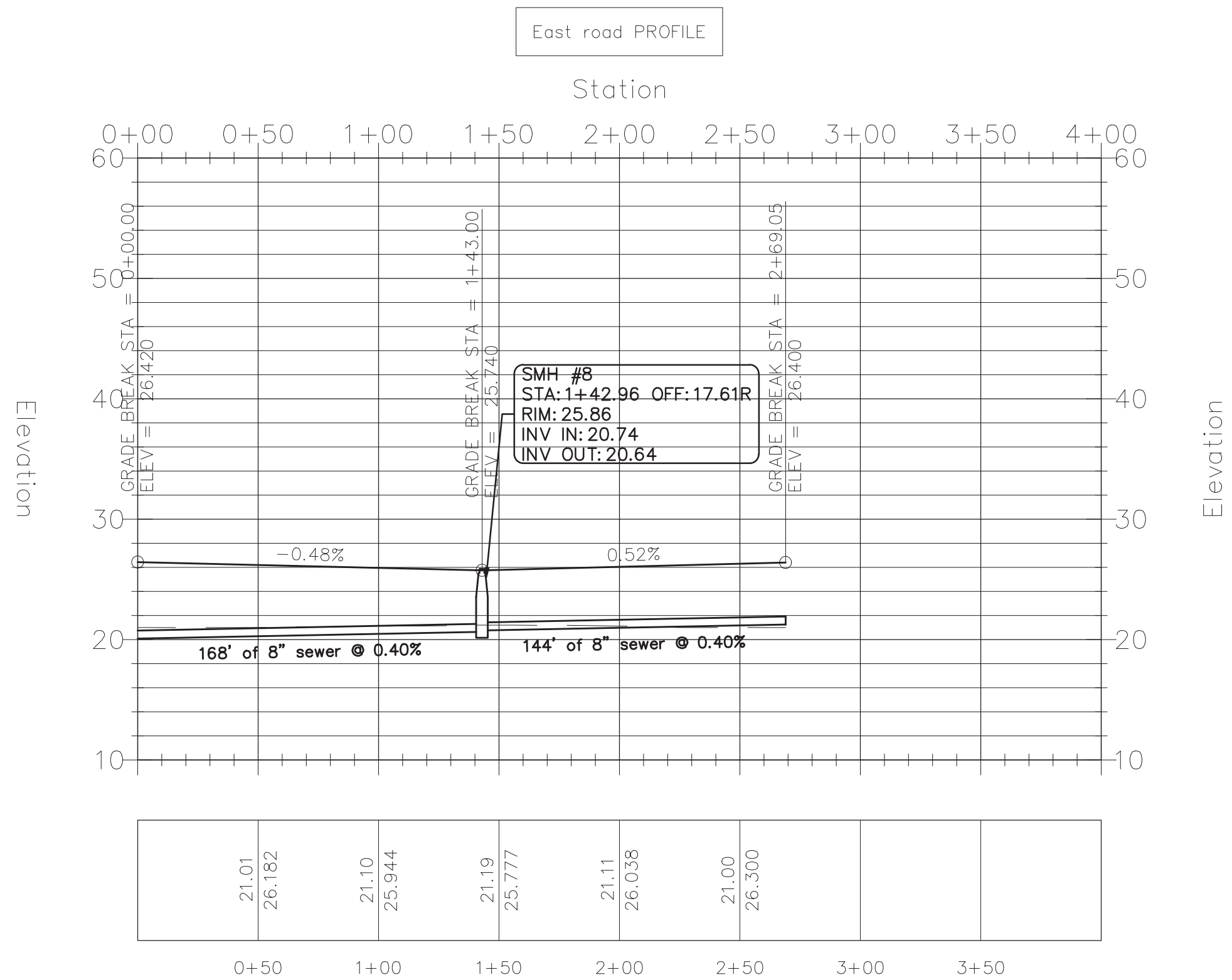
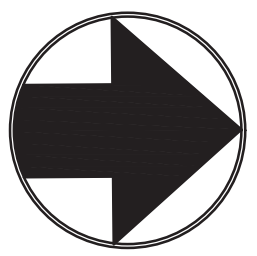


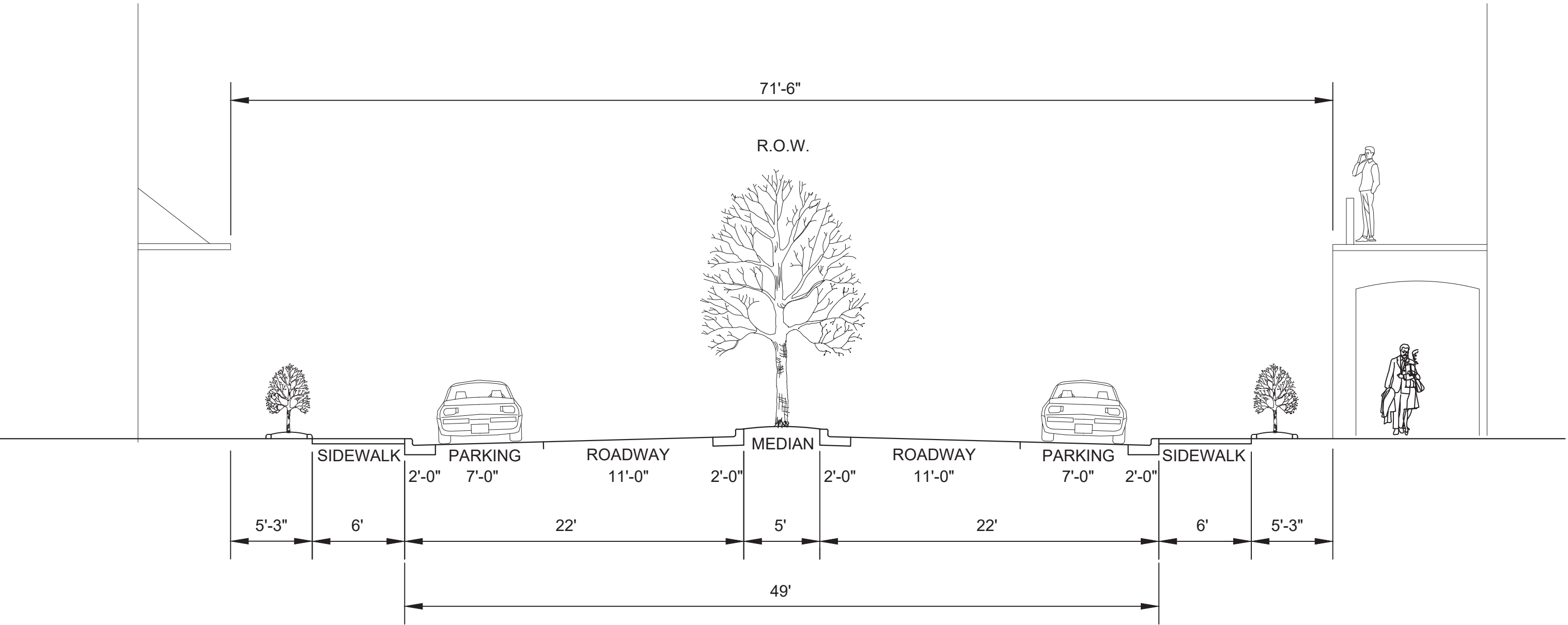
East Road



Sewer Main

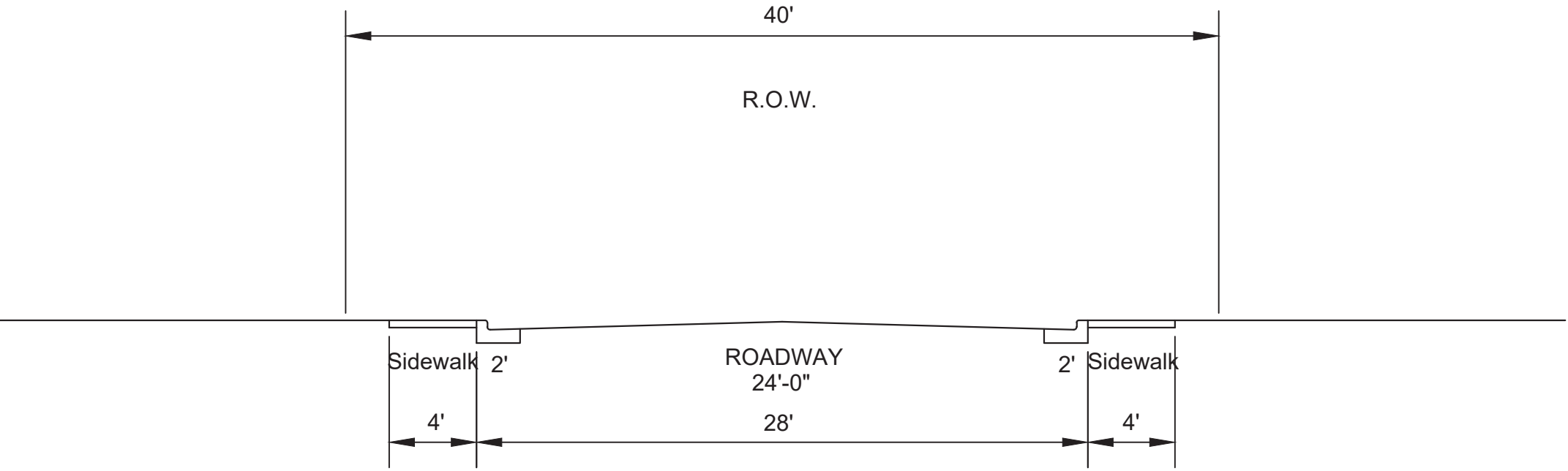
1"=50' Horiz.
1"=10' Vert.





Parkway

NTS

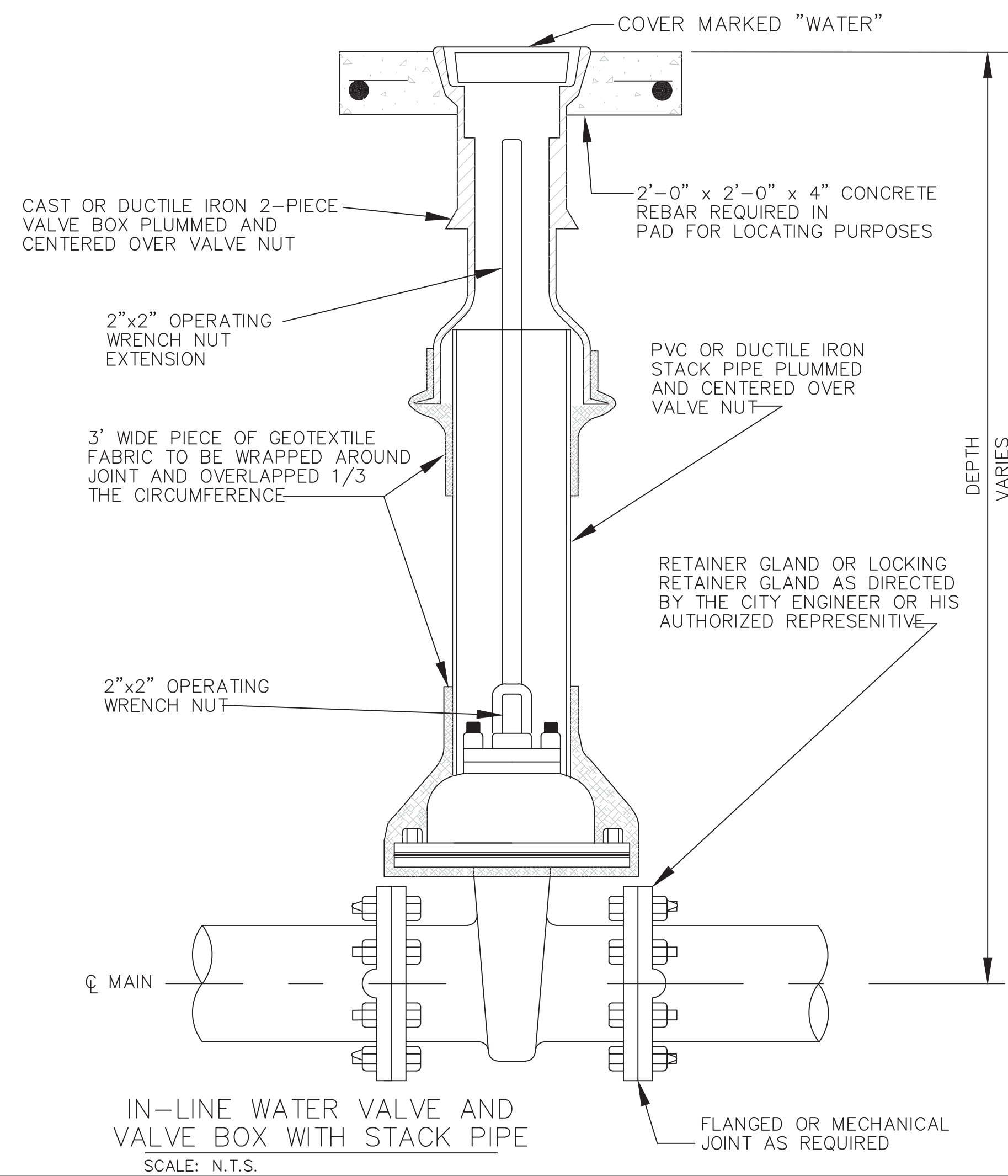
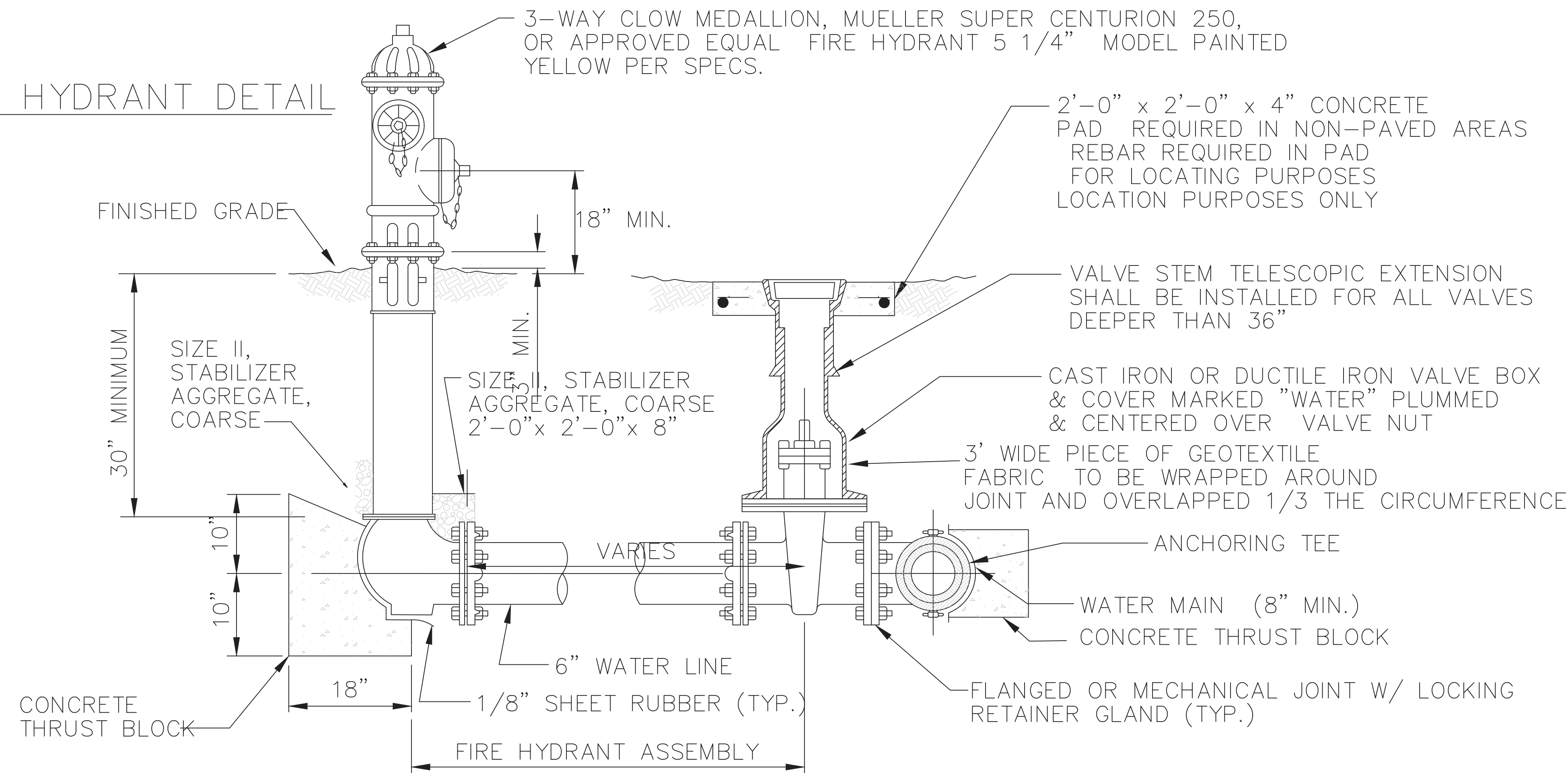


Typical Roadway

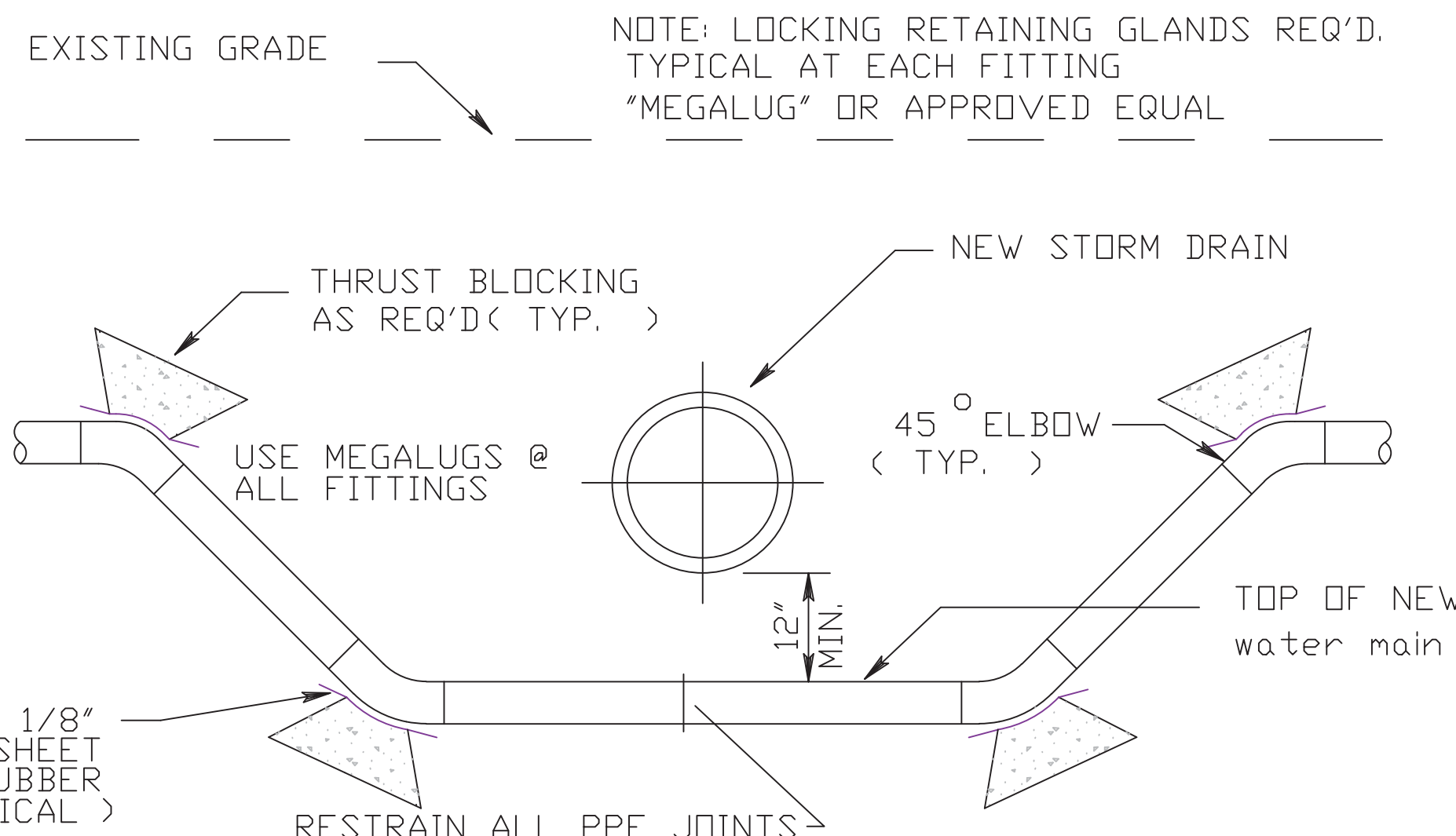
NTS

REVISED	SHEET TITLE Construction Details	PROJECT NAME Legacy Medical Park City of Gautier, MISSISSIPPI	13061 Shriners Blvd., SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers	SHEET 15	PROJECT NO. 896
DRAWN						
CHECKED						
DATE July 2024						

FIRE HYDRANT DETAIL



NOTE: CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS SO THAT THE VALVE NUT SHALL BE LOCATED NOT MORE THAN 6" BELOW FINISHED GRADE.



TYPICAL NEW WATER MAIN REROUTING AT STORM DRAINS

GENERAL NOTES:

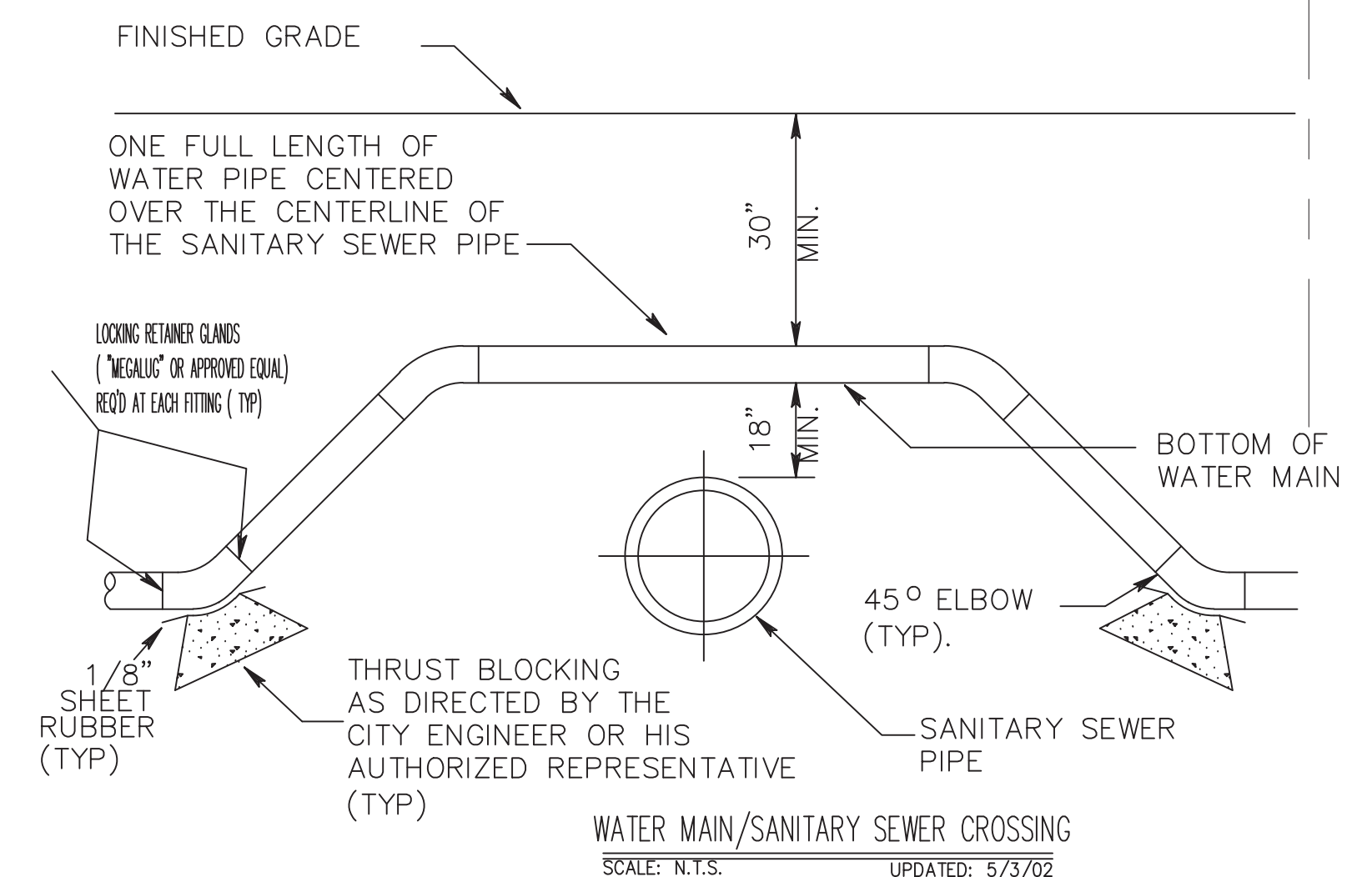
1. MAINTAIN A MIN. OF 10'-0" HORIZONTAL SEPARATION BETWEEN WATER AND SEWER MAINS.
2. MAINTAIN A MIN. OF 1'-6" VERTICAL SEPARATION BETWEEN WATER AND SEWER MAINS AT CROSSINGS.
3. SILT FENCING WILL BE REQ'D AT ALL POINTS OF DRAINAGE DISCHARGE INTO EXISTING DITCHES, FOR THE DURATION OF CONSTRUCTION OF THE PROJECT. UPON ACCEPTANCE AND APPROVAL OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL SILT FENCING AND ALL SEDIMENT BUILD UP.
4. THE DESIGN, MATERIALS, AND INSTALLATION OF ALL WATER AND SEWER MAINS AND SERVICES SHALL COMPLY WITH THE CITY OF GAUTIER AND WATER REGULATIONS.

(GENERAL NOTE: ALL CONCRETE AND PIPE SHALL BE SEPARATED BY A NON-CONDUCTIVE MATERIAL, TYPICALLY 1/8" SHEET RUBBER

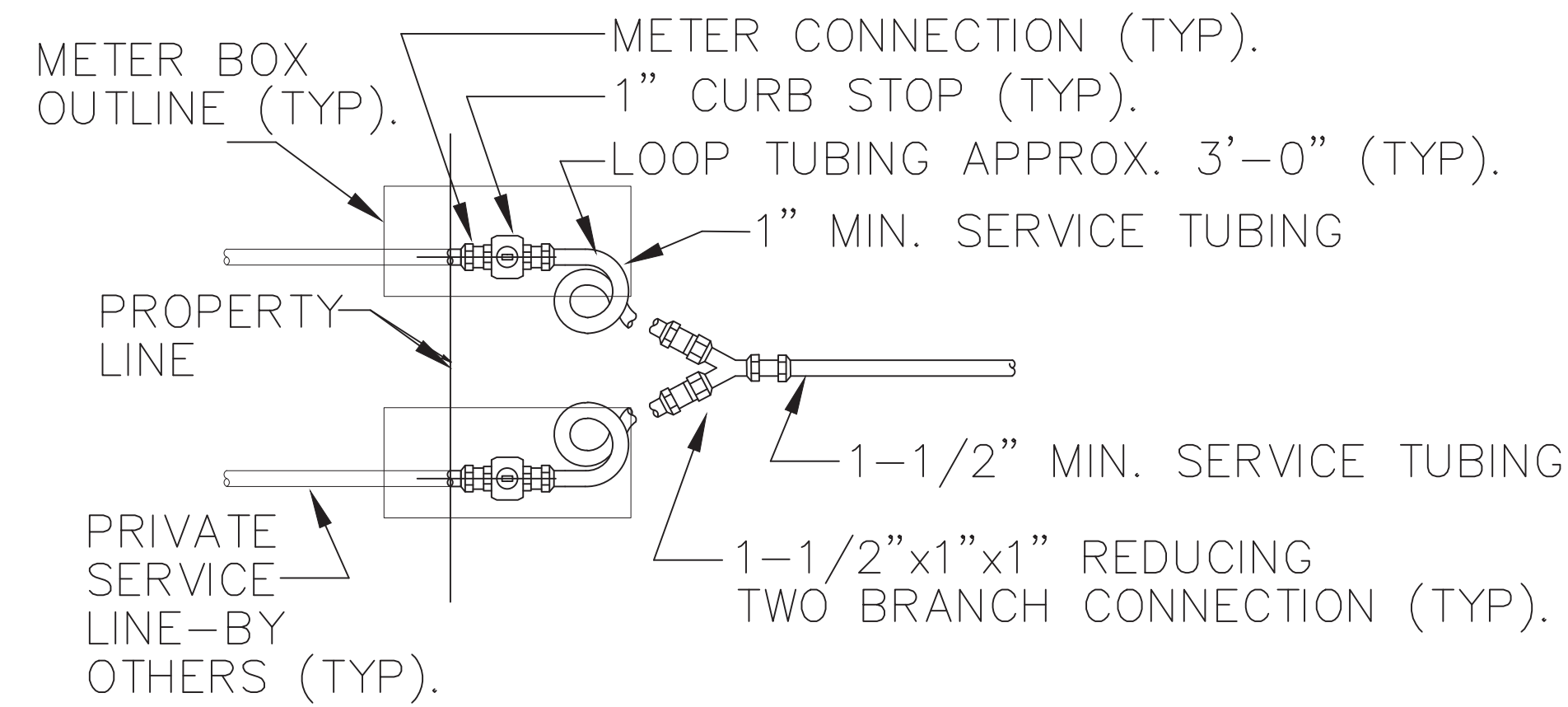
1. ALL CURB STOPS, CORPORATION STOPS, SPLITTERS, REDUCERS, AND OTHER MISC. HARDWARE AND FITTINGS SHALL BE AS MANUFACTURED BY FORD OR APPROVED EQUAL. ALL HARDWARE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. POLYETHYLENE SERVICE TUBING SHALL BE AS MANUFACTURED BY DRISCO PIPE OR APPROVED EQUAL.
3. THE MINIMUM SIZE SERVICE SHALL BE 1". IF THE EXISTING SERVICE IS SMALLER THAN THE NEW SERVICE, THE CONTRACTOR SHALL PROVIDE APPROPRIATE SIZED REDUCER. THE COST OF REDUCERS OR ANY OTHER HARDWARE NEEDED FOR THE PROPER WATER SERVICE INSTALLATION SHALL BE INCLUDED IN THE UNIT PRICE BID FOR WATER SERVICES.
4. WATER SERVICE SIZE SHALL MATCH EXISTING, BUT SHALL NOT BE LESS THAN 1" UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
5. STAMP "W" IN THE FACE OF CURB AT EACH SERVICE LOCATION AND "V" AT EACH VALVE LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT SERVICE AND VALVE LOCATIONS ARE ACCURATELY MARKED.
6. EXACT LOCATION OF ALL SERVICES AND VALVES SHALL BE SHOWN ON FINAL AS-BUILTS, THE CONTRACTOR SHALL DIMENSION THE LOCATION OF SERVICE OR VALVE FROM THE NEAREST CROSS STREET CENTERLINE OR ANOTHER PERMANENT LANDMARK APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
7. ALL NEW WATER SERVICES SHALL BE INSTALLED WITH 14 GAUGE LOCATOR WIRE. THE WIRE SHALL BE CONTINUOUS FROM MAIN TO PROPERTY LINE. WIRE SHALL BE SPLICED AT EACH SPLITTER.

WATER MAIN / SANITARY SEWER CROSSING NOTE:

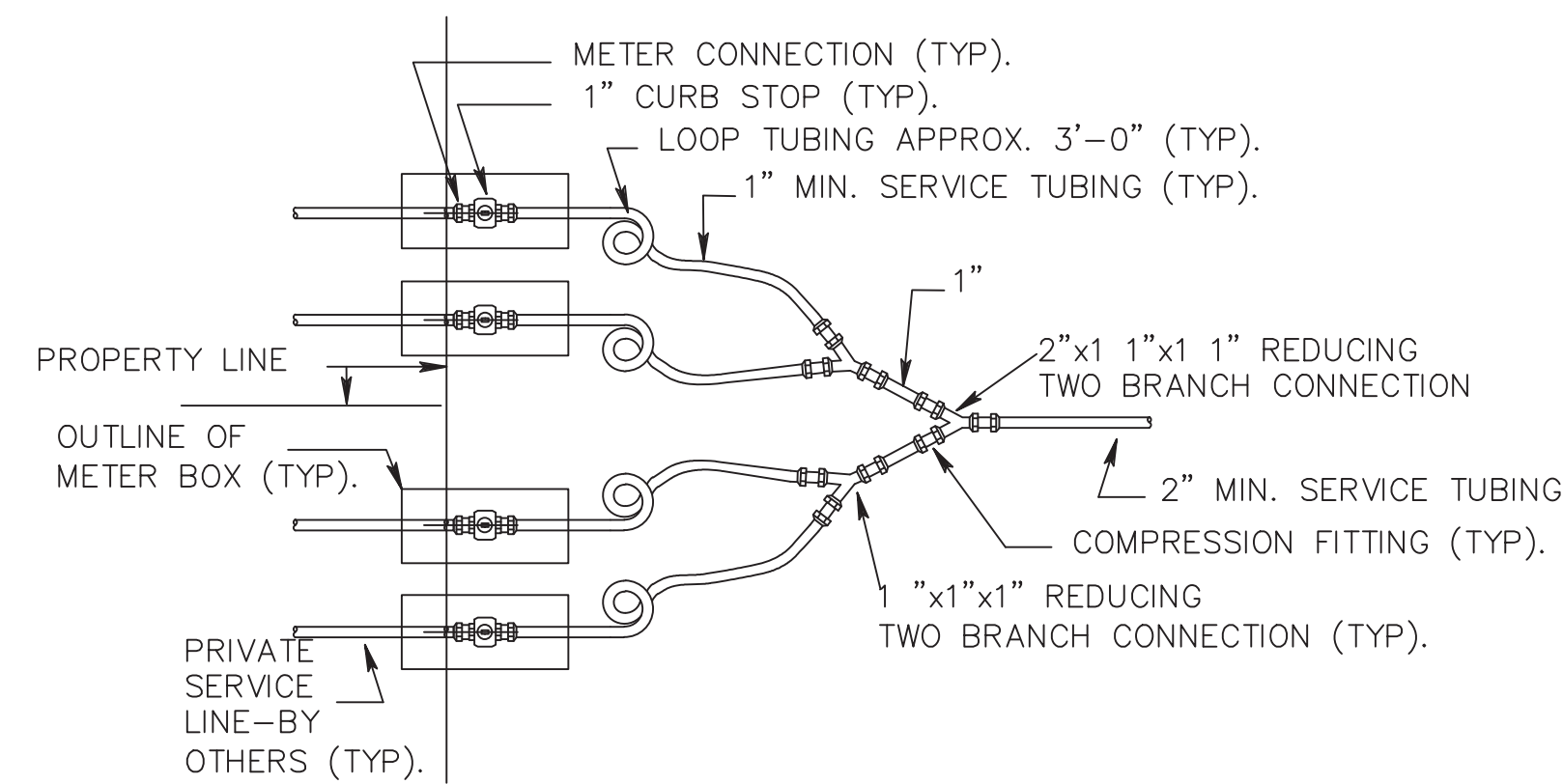
1. WATER LINES SHALL ALWAYS BE CONSTRUCTED ABOVE SANITARY SEWER LINES UNLESS A SEPARATE DETAIL IS SHOWN INDICATING A DIFFERENT ARRANGEMENT AND THE PLANS INDICATE SPECIFIC LOCATIONS WHERE THE WATER LINE MAY BE LOCATED BELOW THE SANITARY SEWER.



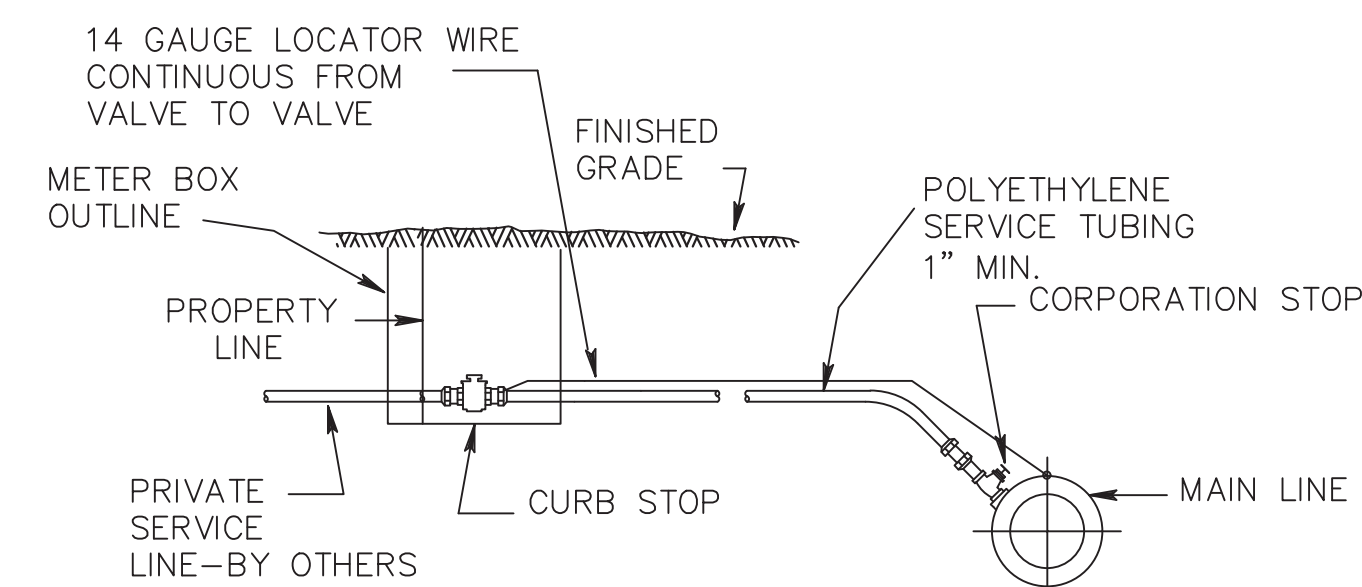
REVISED	
DRAWN	JCH
CHECKED	
DATE	July 2024
SHEET TITLE	Construction Details
PROJECT NAME	Legacy Medical Park City of Gautier, Mississippi
PROJECT NO.	896
13061 Shriners Blvd., SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers
DS&A	
SHEET	17



SINGLE LOT WATER SERVICE
WITH DOUBLE METER PLAN



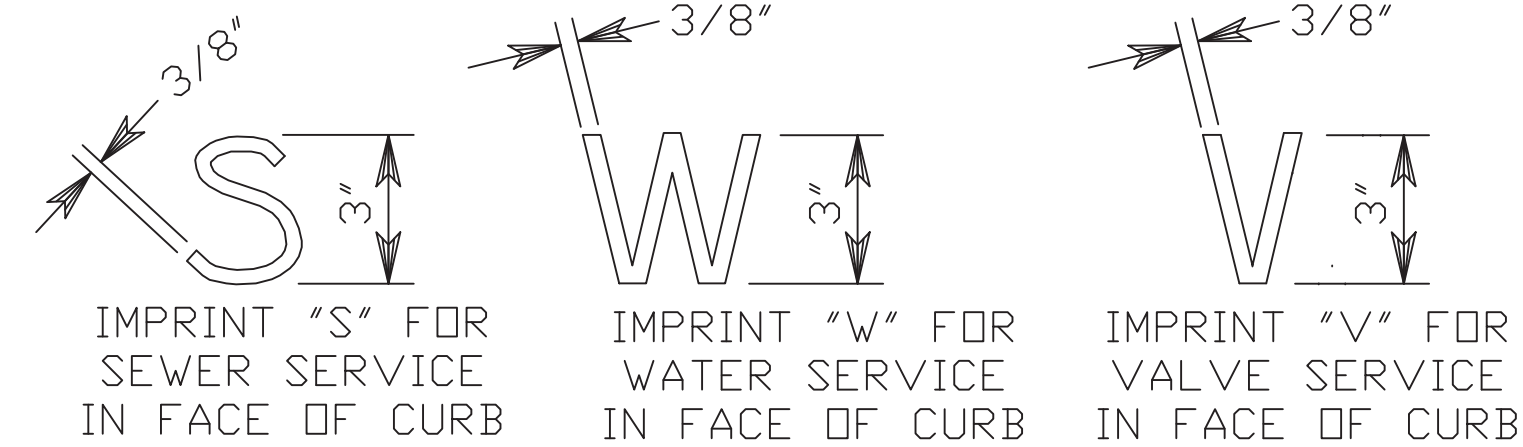
TWO LOT WATER SERVICE
WITH DOUBLE METER PER LOT



Note:
Additional splitters, loops and fittings
not shown for clarity. See plan views.

WATER SERVICE ELEVATION

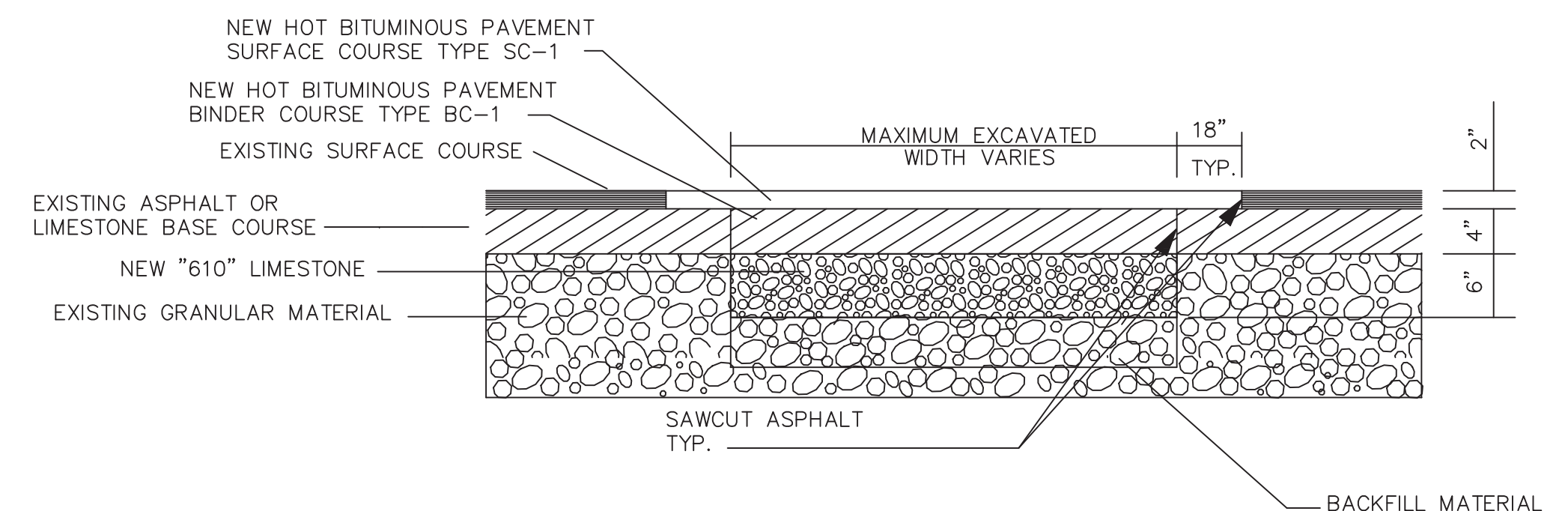
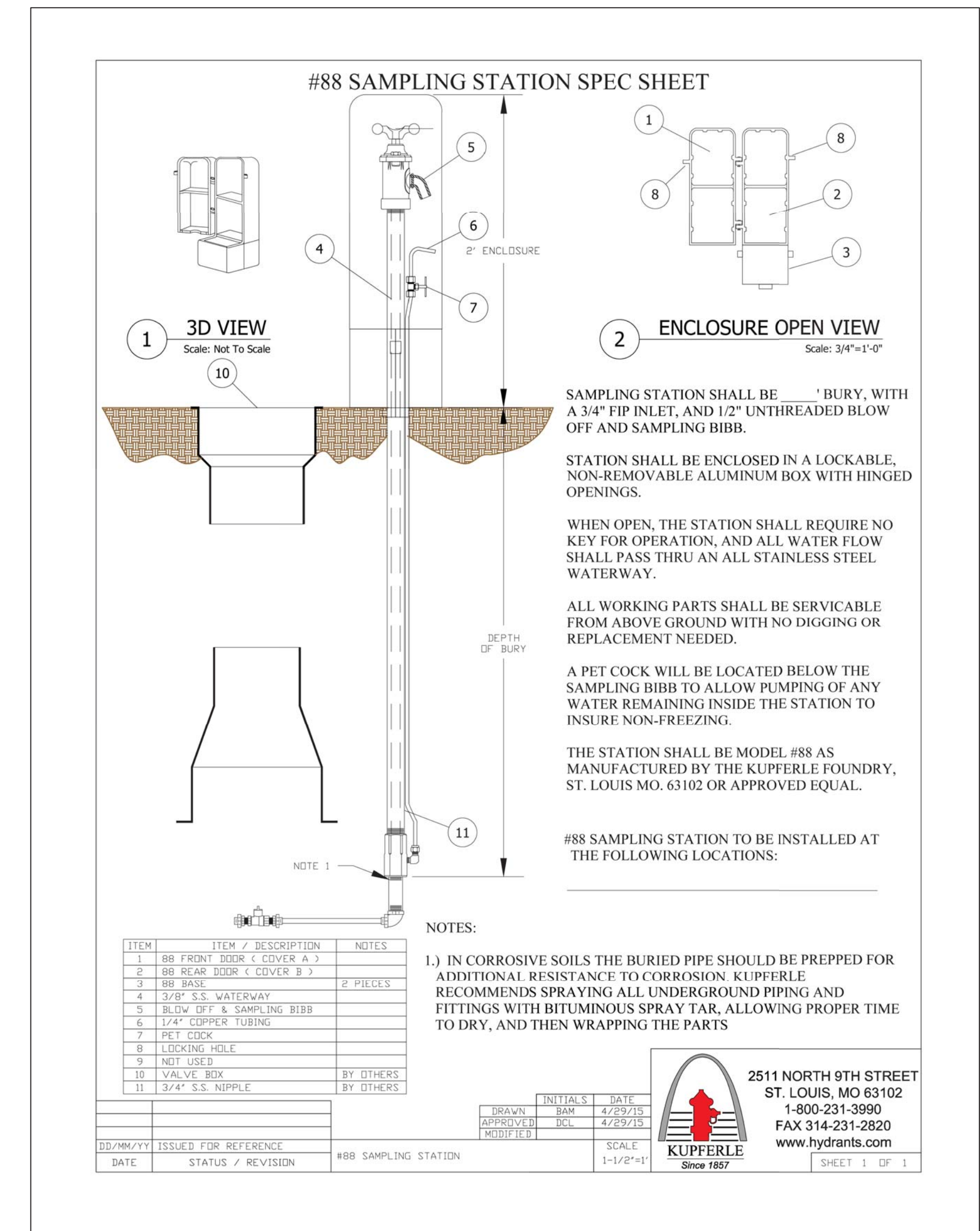
LETTERS "S" AND "W"
TO BE 1/2" DEEP



UTILITY CURB
MARKING DETAIL

N.T.S.

NOTE: CONTRACTOR SHALL STAMP CURB AT
EACH SEWER AND WATER SERVICE
LOCATION WITH STAMPING TOOL
ON THE FACE OF THE CURB



NOTES:

1. EXISTING GRANULAR MATERIAL, NEW BACKFILL MATERIAL, AND NEW \"610\" LIMESTONE SHALL BE COMPACTED TO 95% PROCTOR PER ASTM D1557.
2. TACK COAT SHALL BE APPLIED WHERE NEW ASPHALT MEETS EXISTING ASPHALT.

Asphalt Street Repair Detail

SCALE: N.T.S.

REVISED
DRAWN
CHECKED
DATE
July 2024

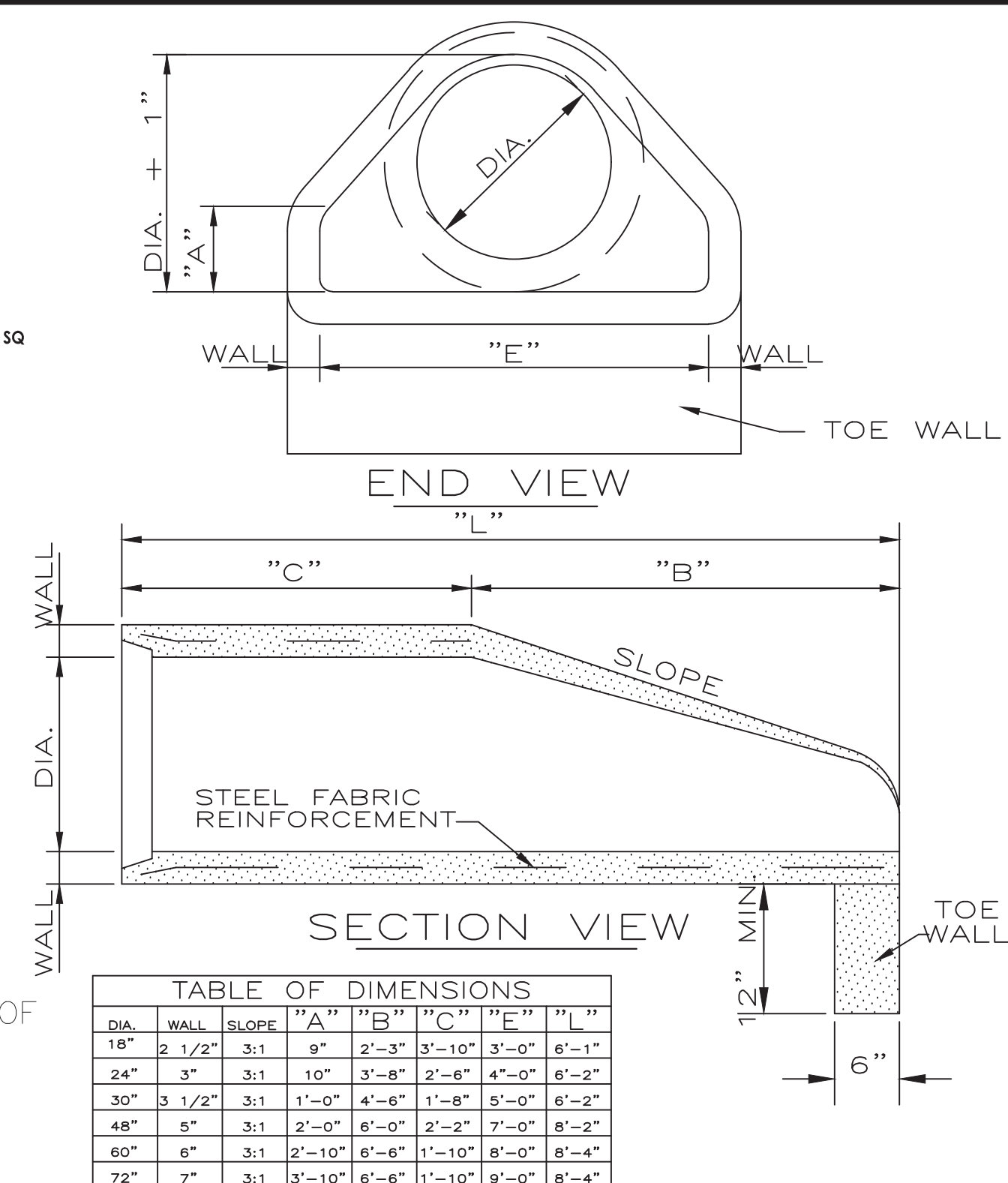
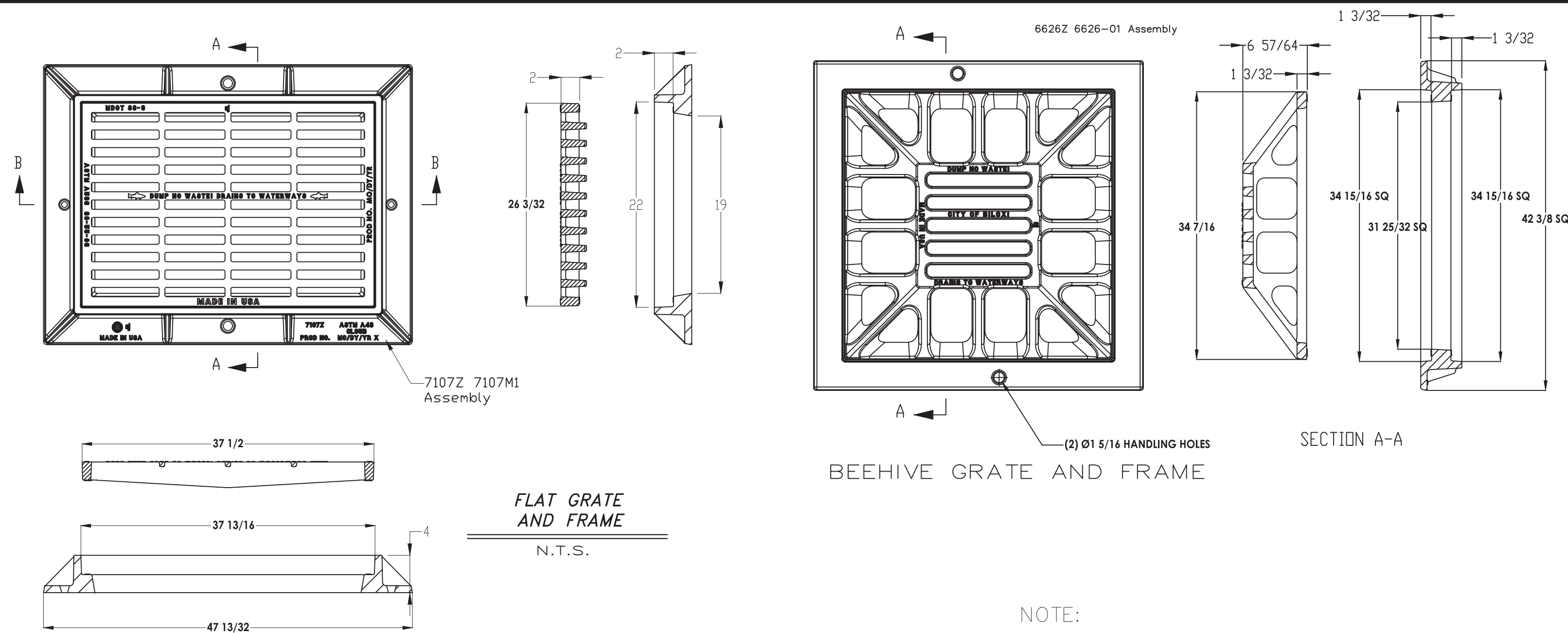
Construction Details

Legacy Medical Park
City of Gautier, Mississippi

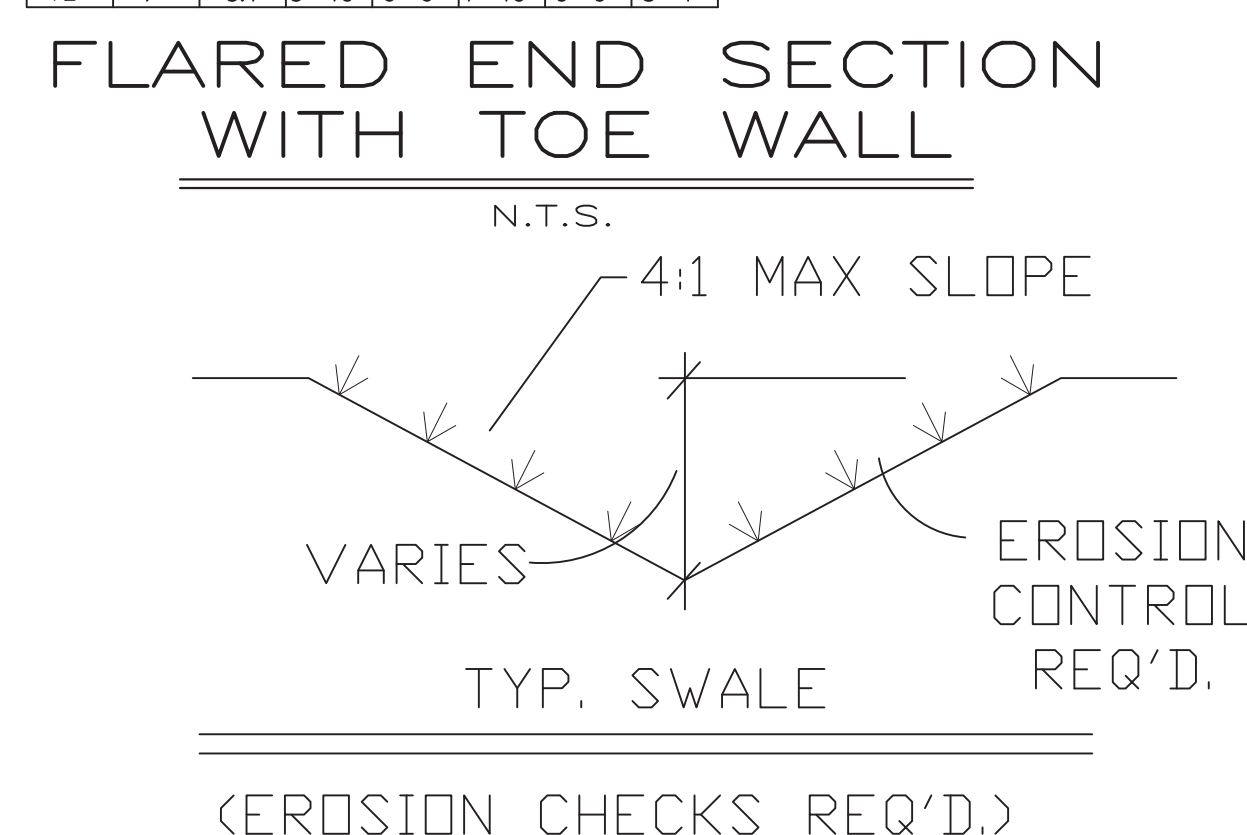
13061 Shriners Blvd., SUITE C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieff and Associates, Inc.
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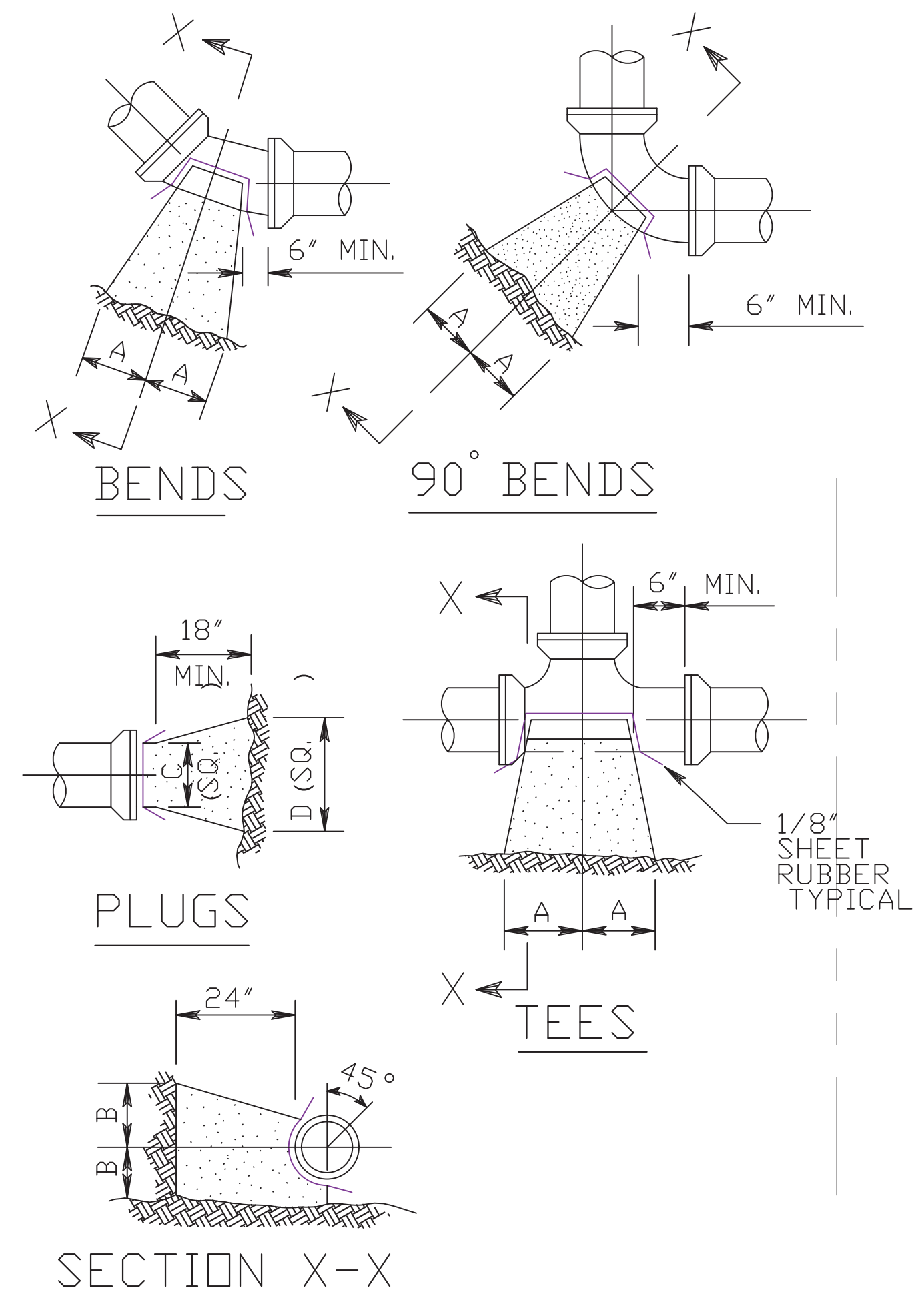
SHEET
18
PROJECT NO.
896



DIA.	WALL	SLOPE	"A"	"B"	"C"	"E"	"I"
18"	2 1/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
24"	3"	3:1	10"	3'-6"	2'-6"	4'-0"	6'-2"
30"	3 1/2"	3:1	1'-0"	4'-6"	1'-6"	5'-0"	6'-2"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"



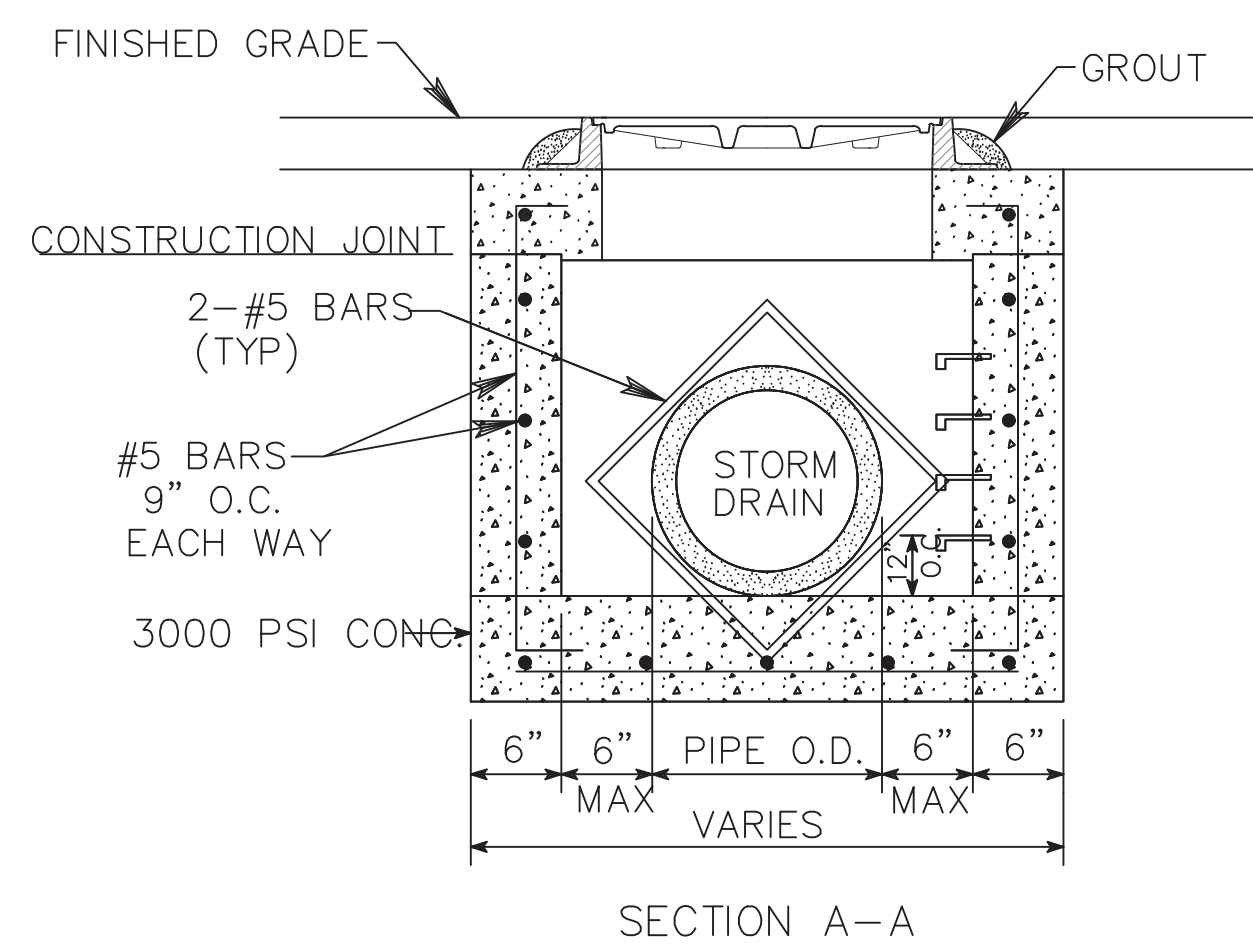
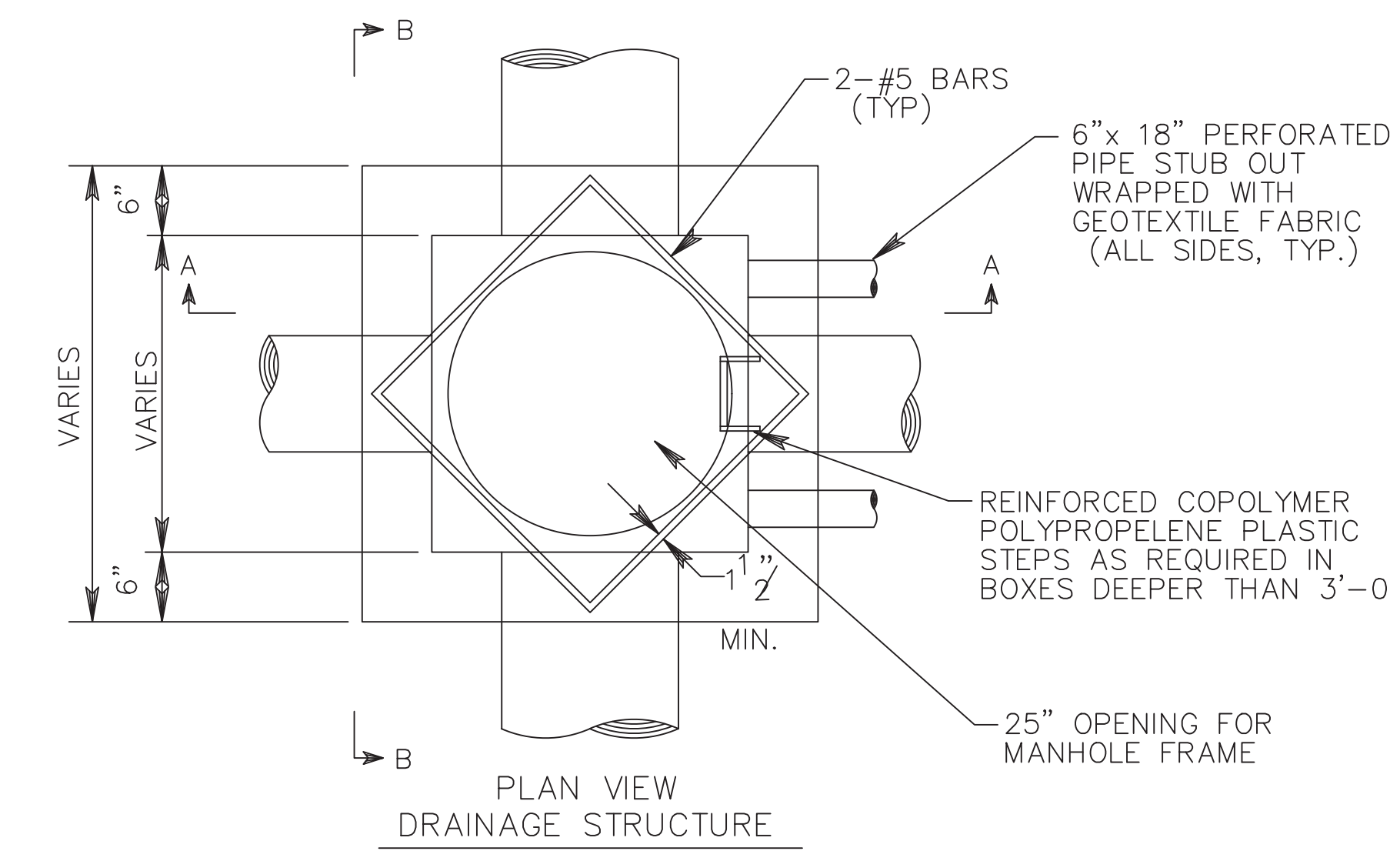
- notes;
- all posts and framing to schedule 40 galvanized steel.
 - center 1 5/8" brace and 3/8" brace rod also req'd. @ each side of each corner
 - use 9 gauge, soft annealed wire to attach fabric to rails and posts @ 24" o.c.
 - hold tops of all concrete footings 2" below finished grade.
 - drive gates to be 10'-0"x8'-0" (no netting above) walk gates shall be 4'-0"x8'-0" (with netting above)



SDIL	SIZE	45° BEND		22 1/2° BEND		11 1/4° BEND		90° BEND		TEE		PLUG	
		A	B	A	B	A	B	A	B	A	B	C	D
2000 psf	6"	16	10	9	10	6	8	18	10	10	12	10	21
	8"	22	13	12	13	8	10	25	13	16	12	20	29
	10"	26	17	14	17	10	13	30	17	16	20	14	36
	12"	29	21	16	21	11	16	34	21	18	24	16	41
	14"	35	24	19	24	12	20	36	24	22	27	18	48
	16"	38	27	21	27	12	24	42	27	24	30	20	54

- NOTE:
- ALL DIMENSIONS ARE IN INCHES.
 - USE ON WATER LINES AND SEWER FORCE MAINS.

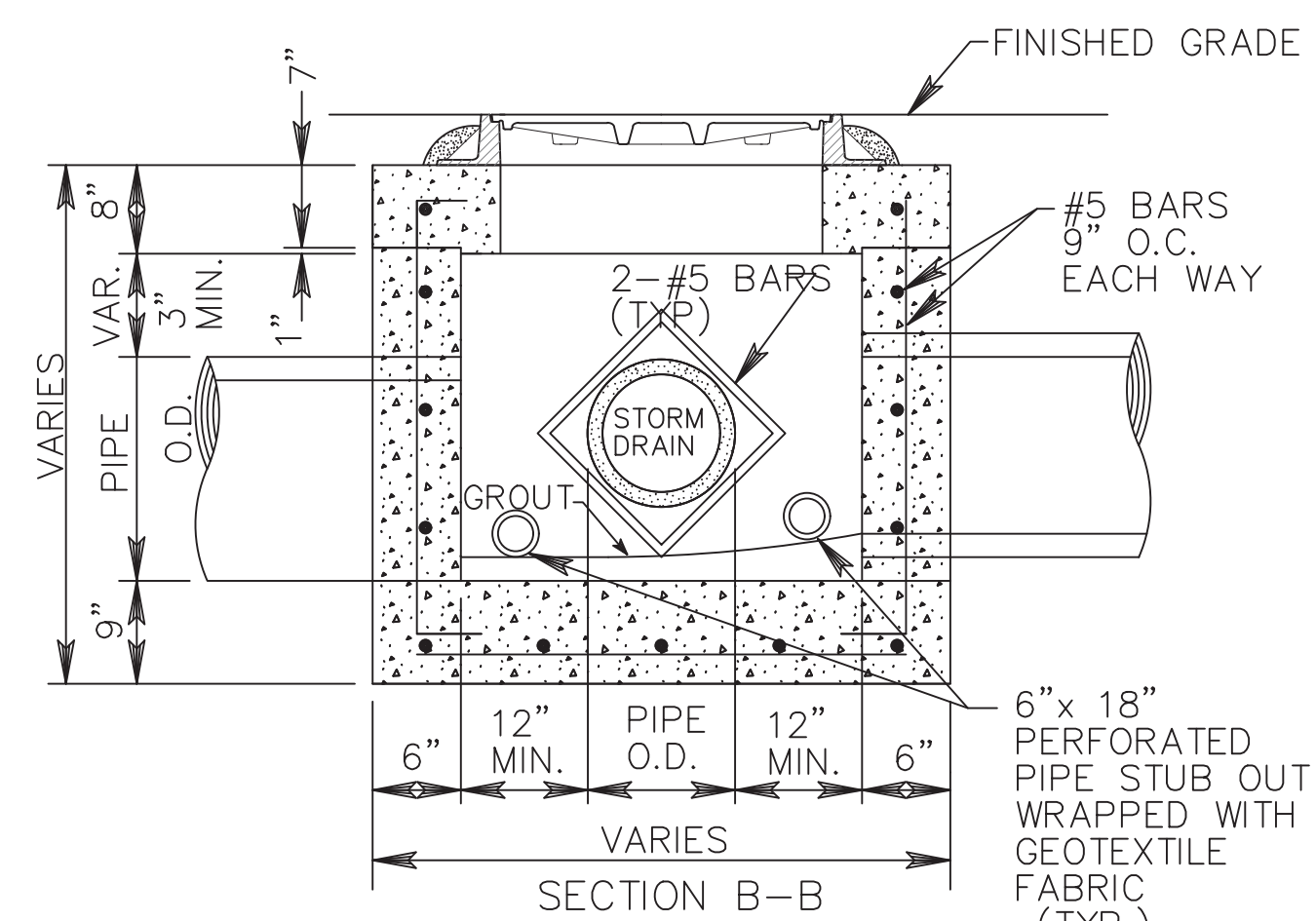
THRUST BLOCK DETAILS



CATCH BASIN & DRAINAGE BOX
SCALE: N.T.S. UPDATED: 1/13/14

TYPICAL CATCH BASIN OR JUNCTION BOX DETAIL

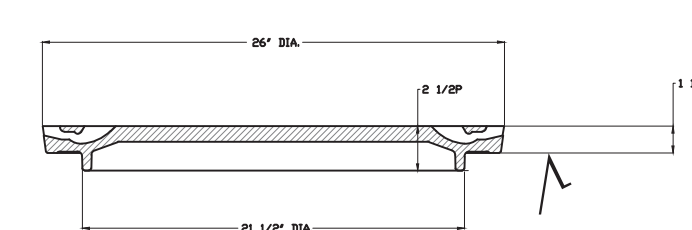
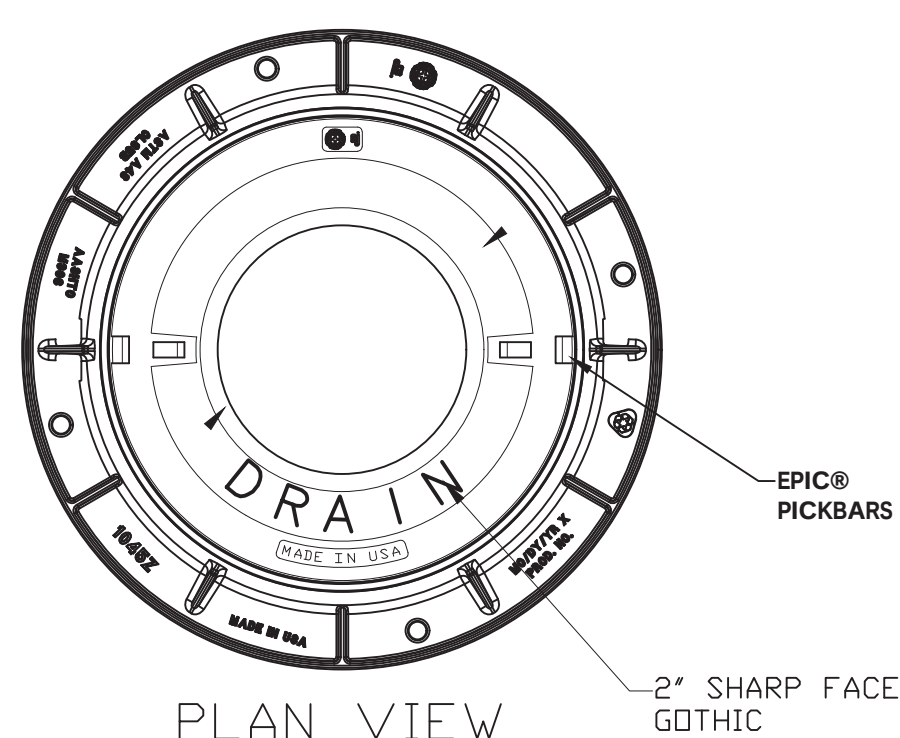
N.T.S.



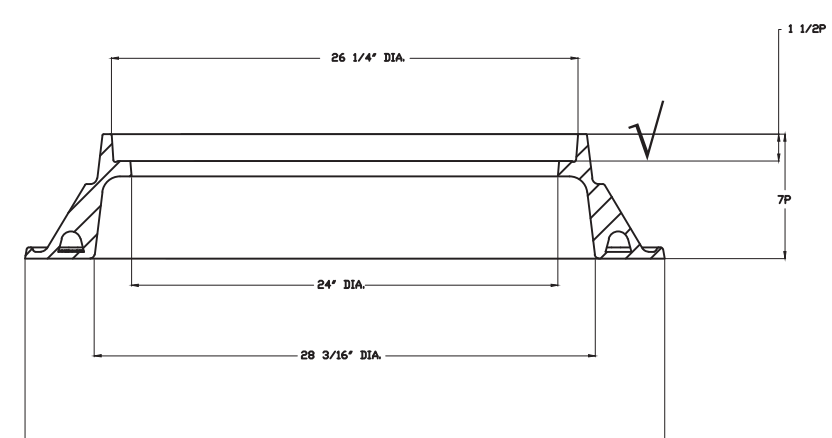
SECTION B-B
6"x 18" PERFORATED PIPE STUB OUT WRAPPED WITH GEOTEXTILE FABRIC (TYP.)

- NOTE:
- PERFORATED PIPE SHALL BE STUBBED OUT OF DRAINAGE STRUCTURE WALLS FOR DRAIN RELIEF OF STORM DRAIN BEDDING.
 - PERFORATED PIPE SHALL BE 6" DIA. x 18" LONG SDR-26 PIPE AND SHALL BE INSTALLED 3" ABOVE INVERT OF LOWEST PIPE AS SHOWN ON THE DETAIL.
 - PERFORATED PIPE SHALL BE INSTALLED ON BOTH SIDES OF EACH PIPE OR ANY SIDE OF BOX THAT PROVIDES MIN. CLEARANCE AS SHOWN ON THE DETAIL OR AS DIRECTED BY CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
 - PERFORATED PIPE SHALL BE WRAPPED WITH GEOTEXTILE FABRIC THE ENTIRE LENGTH OF THE STUB-OUT. THE FABRIC SHALL BE INSTALLED IN SUCH A MANNER THAT SILT IS PREVENTED FROM ENTERING THE OPEN END OF THE STUB-OUT AS WELL AS THE PERFORATIONS. THIS SHALL APPLY TO ALL DRAINAGE STRUCTURES.

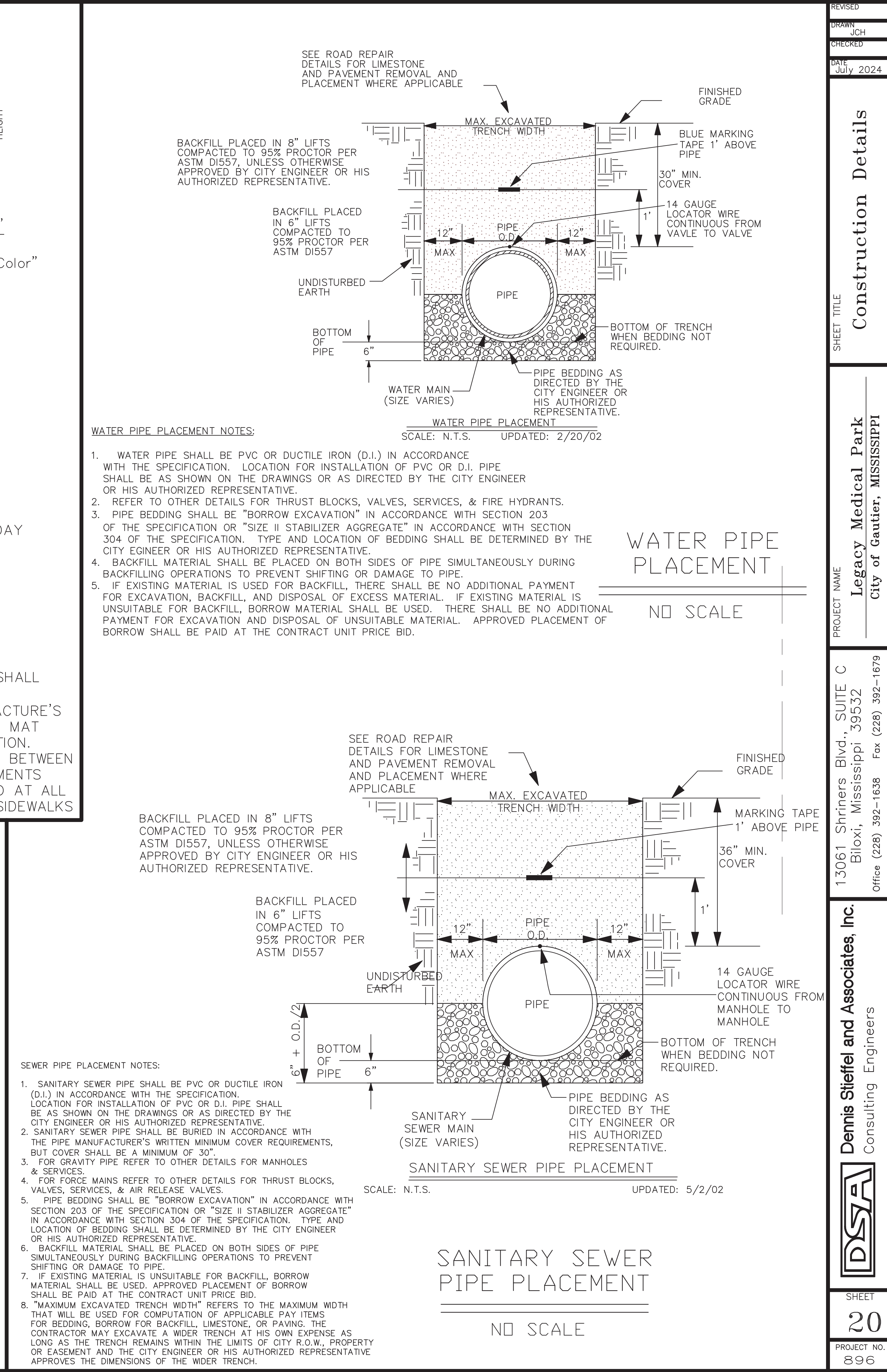
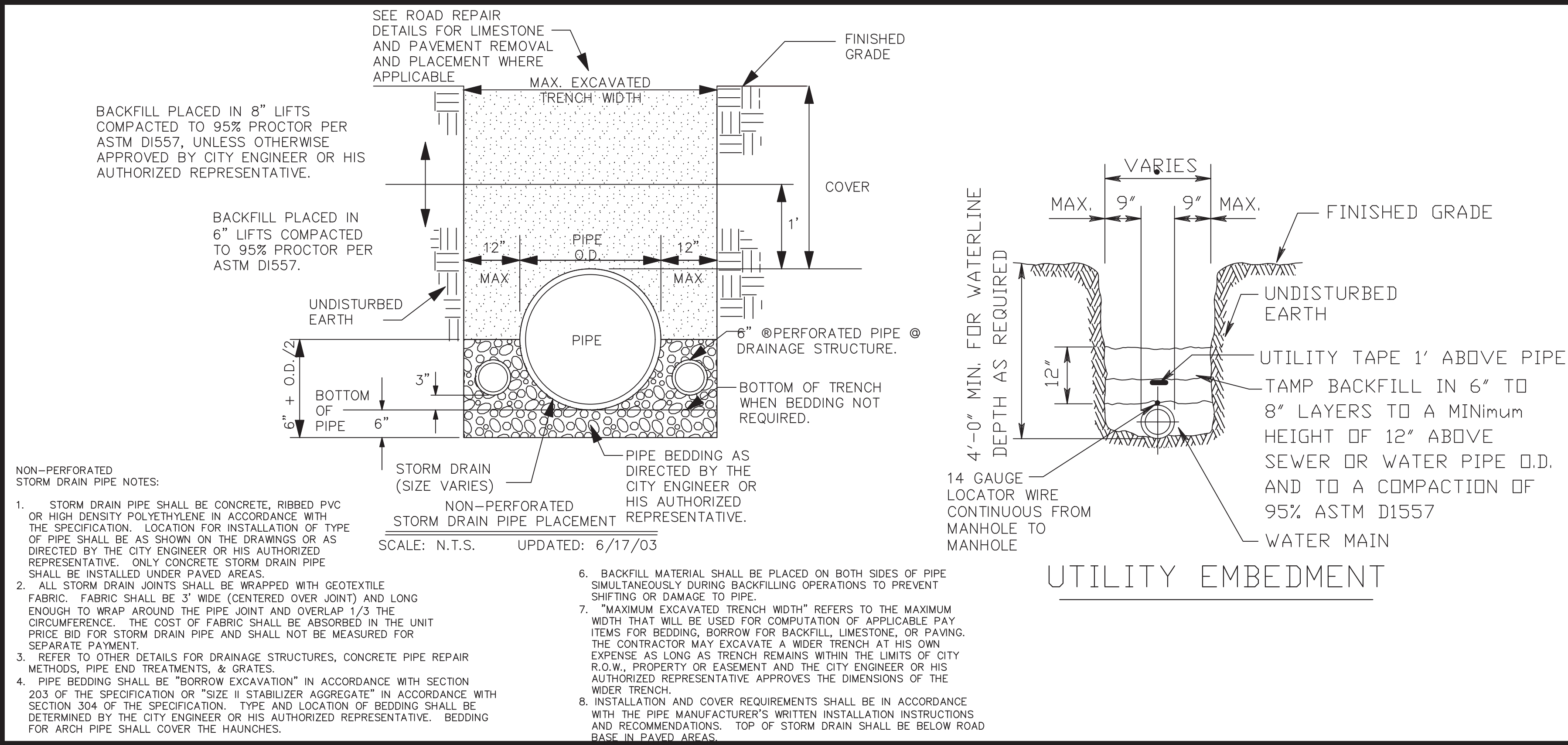
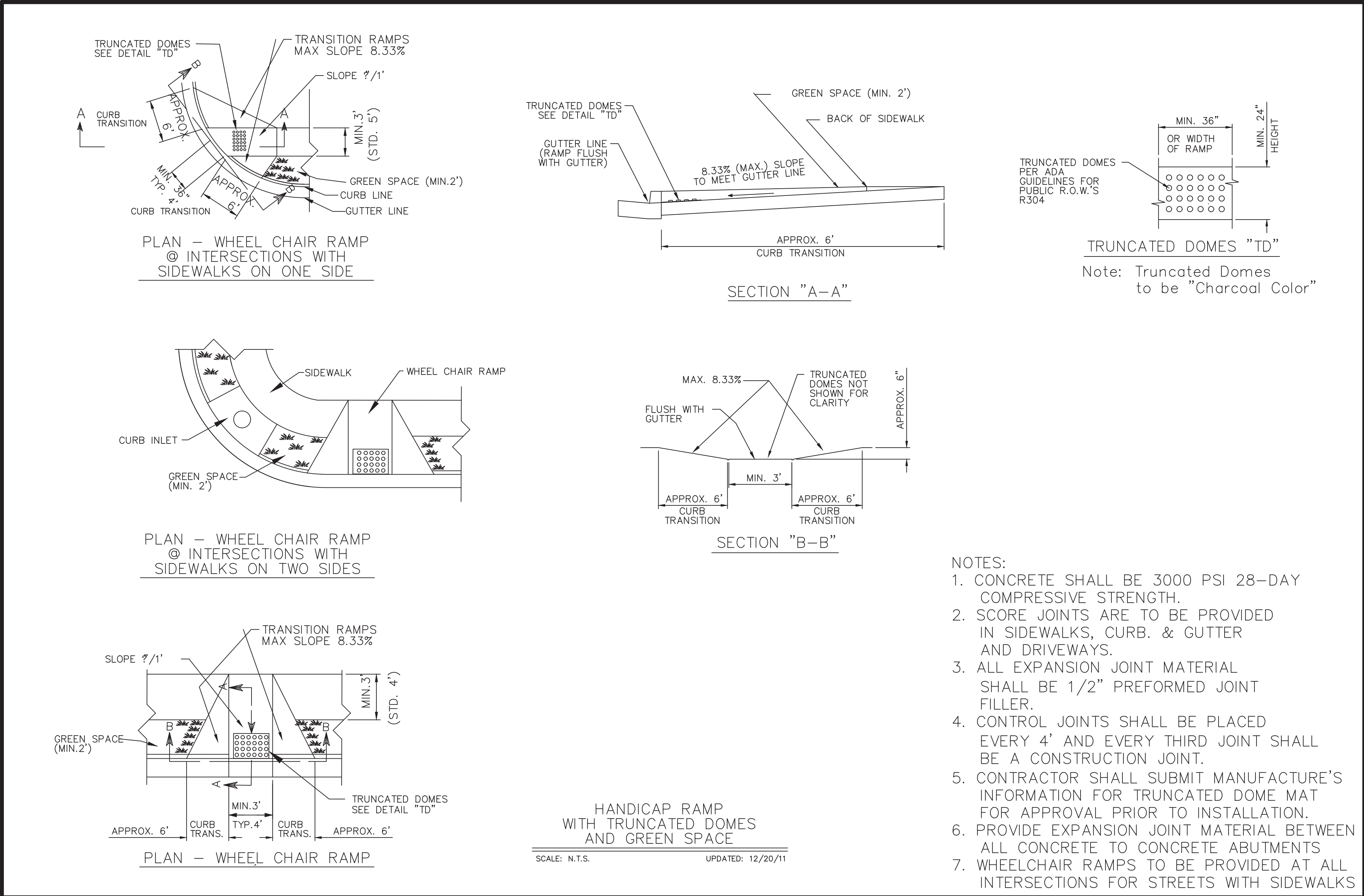
- NOTE:
- SUB-GRADE AND BACKFILL SHALL HAVE A COMPACTION OF 100% ASTM D1557

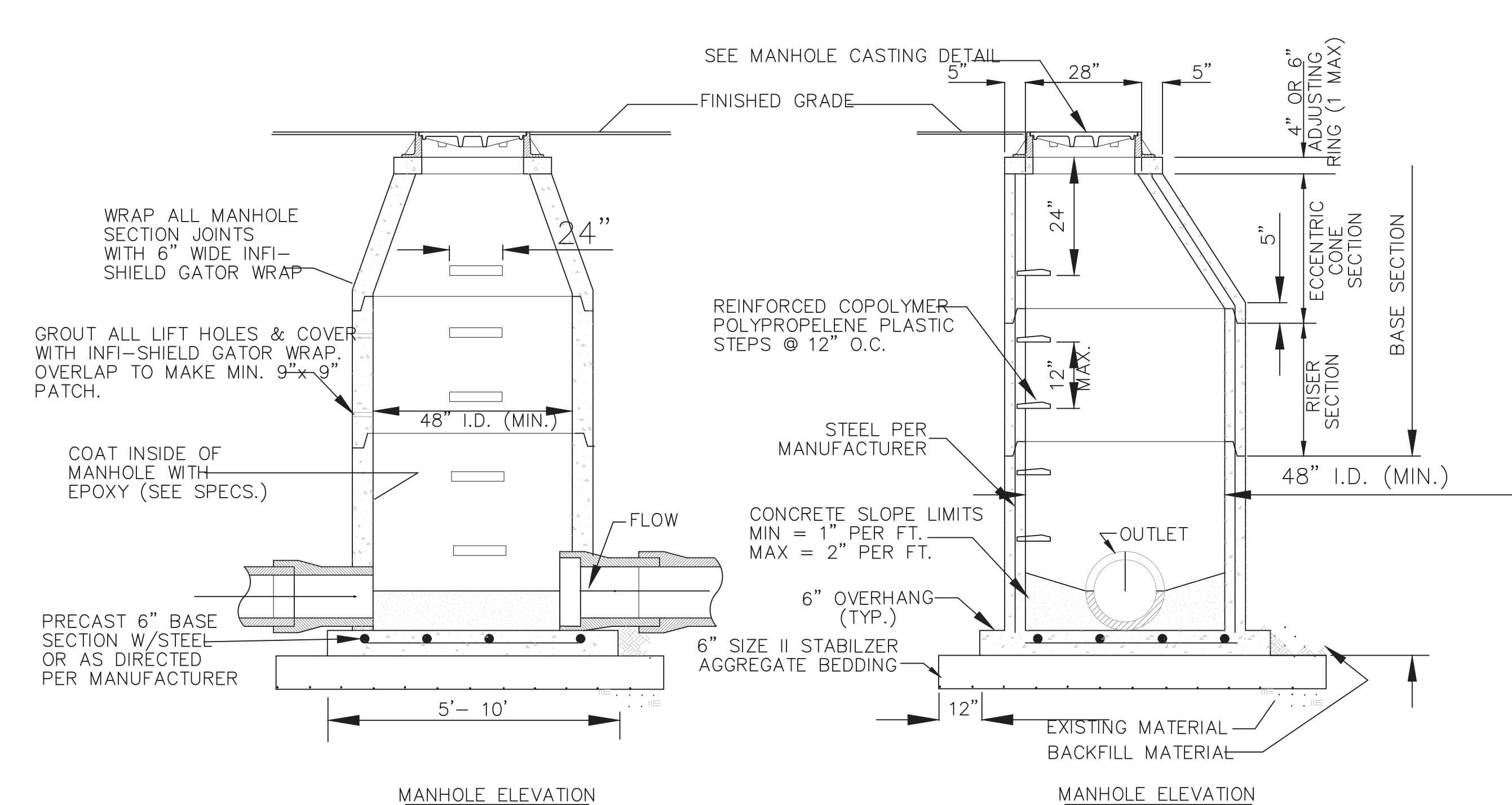


COVER SECTION



FRAME SECTION





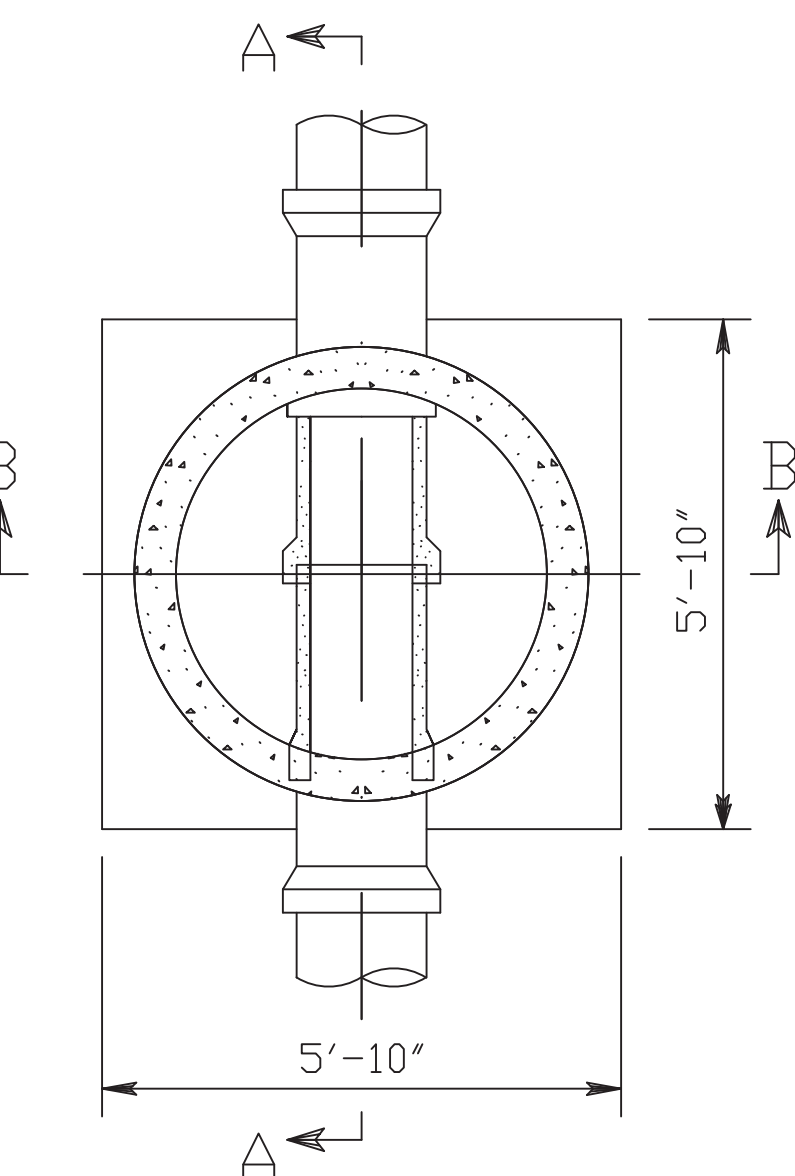
SEWER MANHOLE NOTES:

1. REFER TO OTHER DETAILS FOR DROP SEWER MANHOLES, MANHOLE CASTINGS, MANHOLE ADJUSTING RINGS, AND ROAD REPAIR DETAILS.
2. BEDDING MATERIAL, BACKFILL MATERIAL, AND EXISTING GRANULAR MATERIAL SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.
3. BEDDING MATERIAL SHALL BE 6" THICK, BUT SHALL BE DEEPER IF DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. EPOXY COATING SHALL BE EITHER COAL TAR EPOXY OR 100% SOLIDS EPOXY IN ACCORDANCE WITH SECTION 907-604-1 OF THE SPECIFICATIONS.
5. IN PAVED AND NON-PAVED AREAS, MANHOLES SHALL BE FLUSH WITH THE FINISHED GRADE UNLESS INDICATED OR DIRECTED OTHERWISE THAT THE TOP OF MANHOLE SHALL BE ABOVE FINISHED GRADE.

PRECAST SANITARY SEWER MANHOLE DETAILS

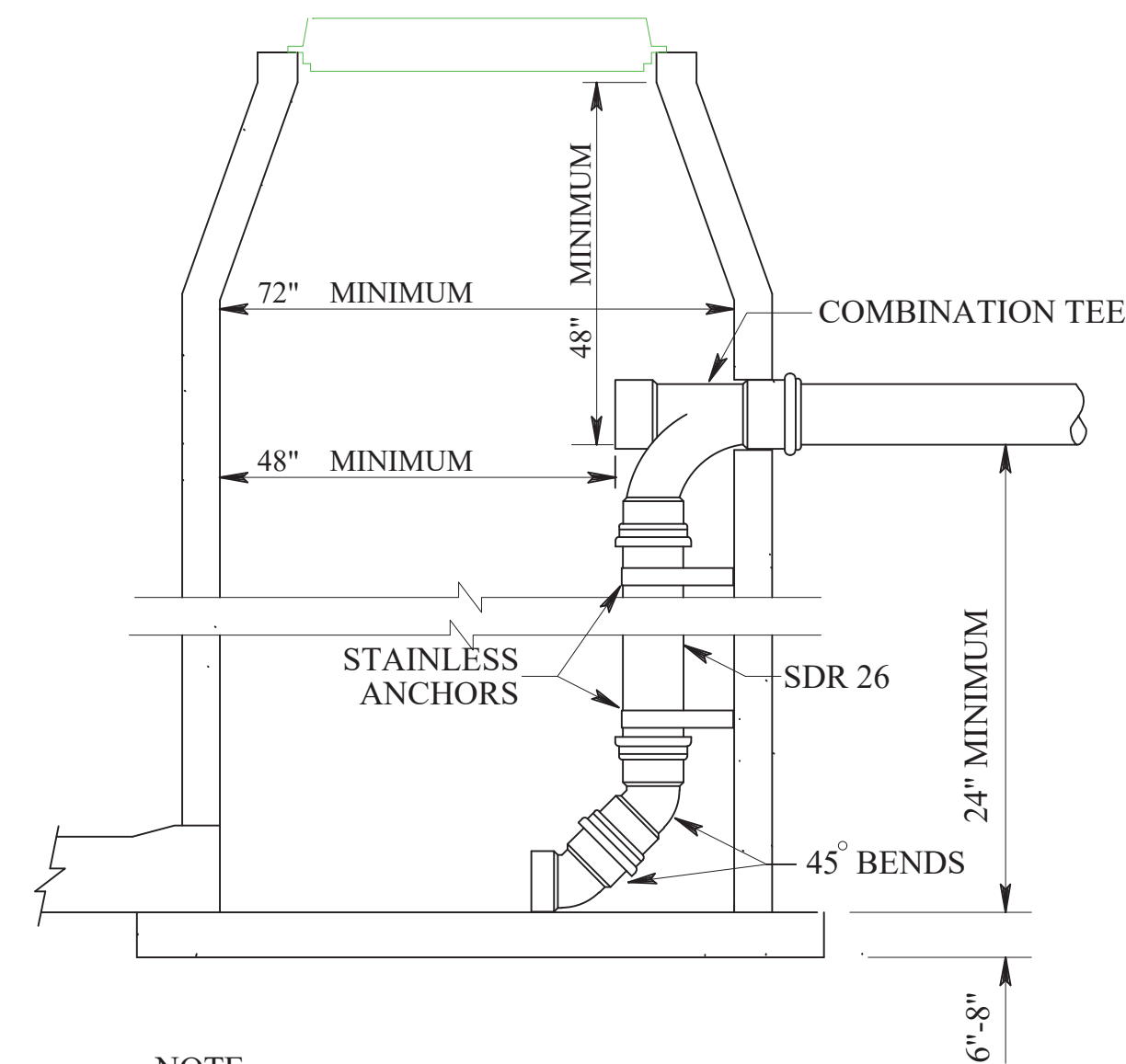
SCALE: N.T.S.

UPDATED: 6/26/2019



NOTE:
PRECAST CONE, RISER AND
BASE UNIT MUST COMPLY
WITH ASTM SPEC. "C"

PARTIAL PLAN



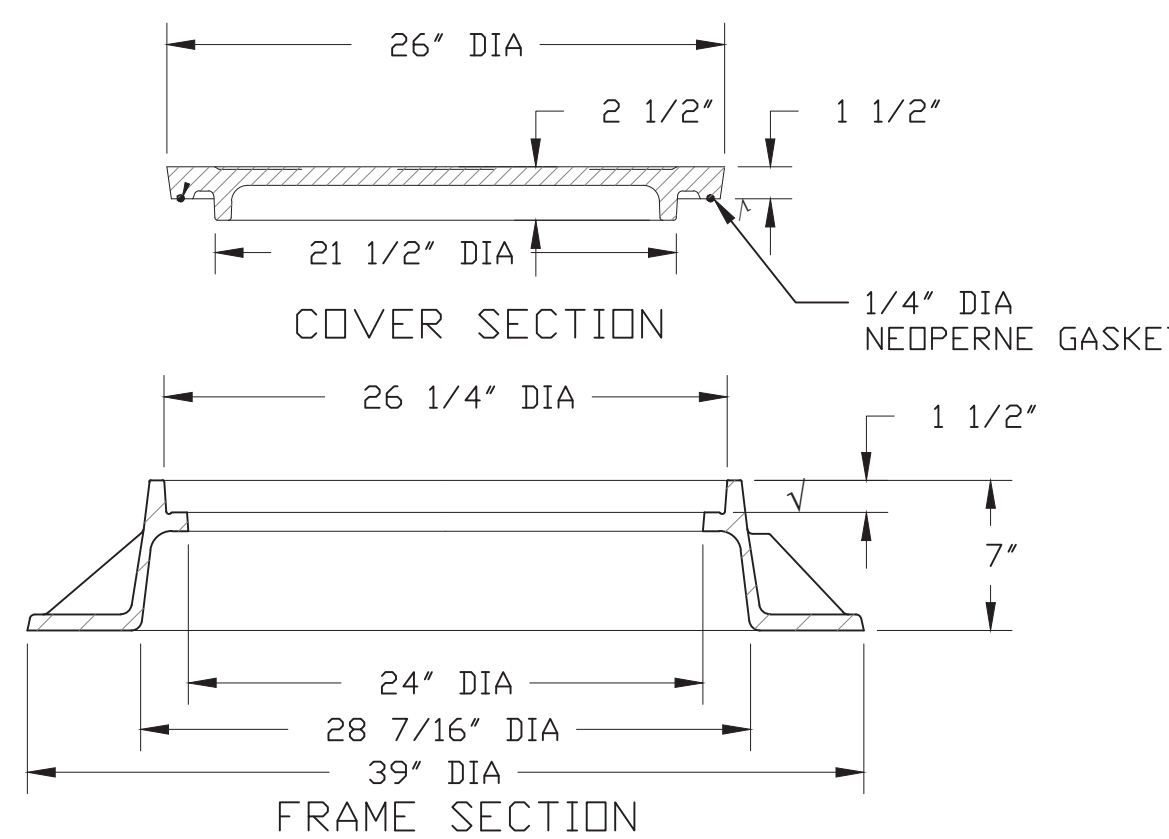
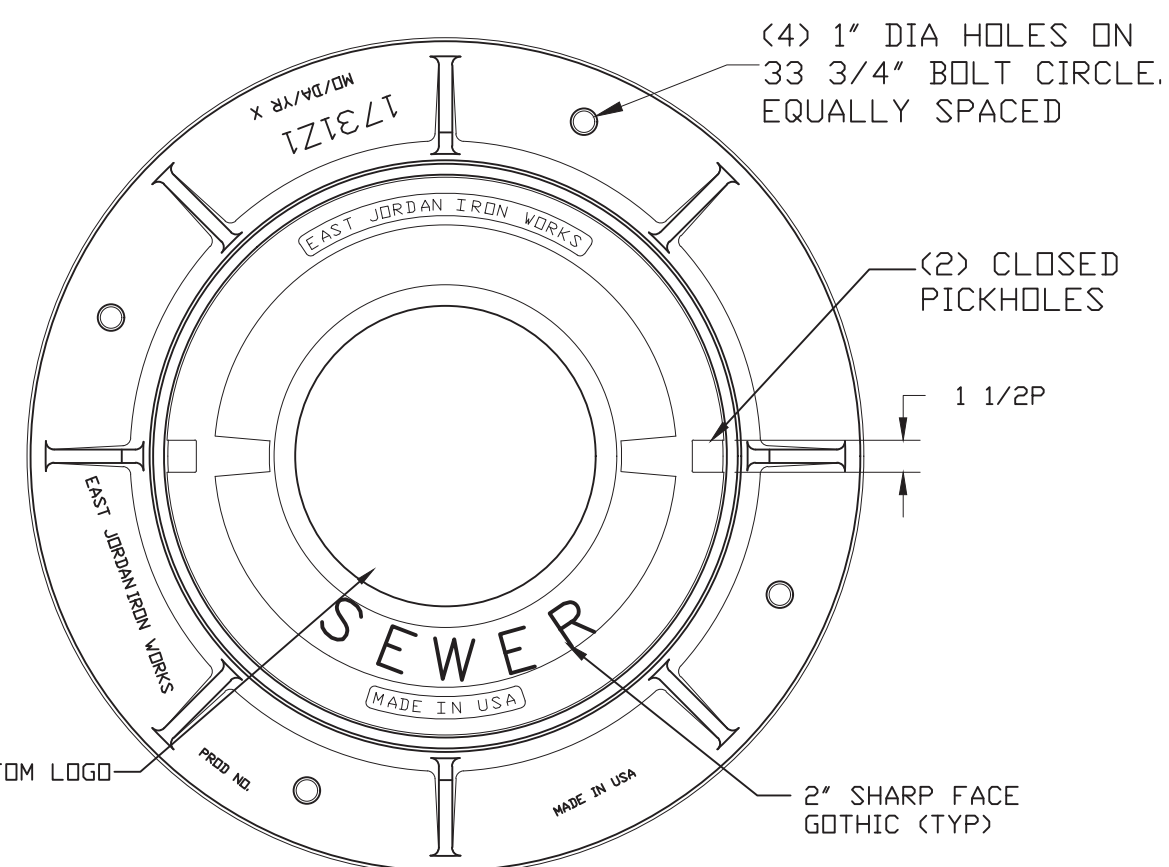
NOTE:

1. See "Precast Sanitary Sewer Manhole Details"
for Manhole Details.

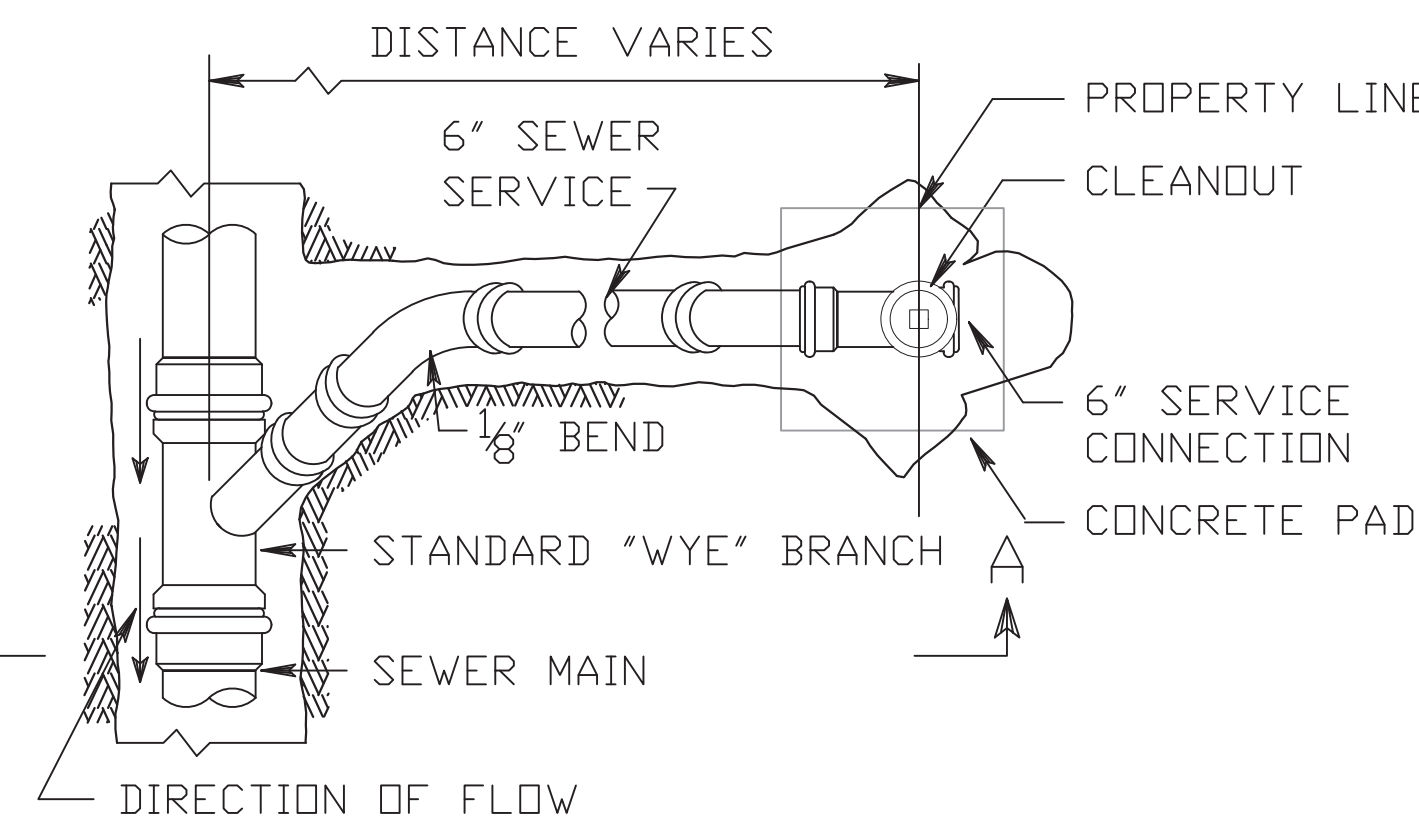
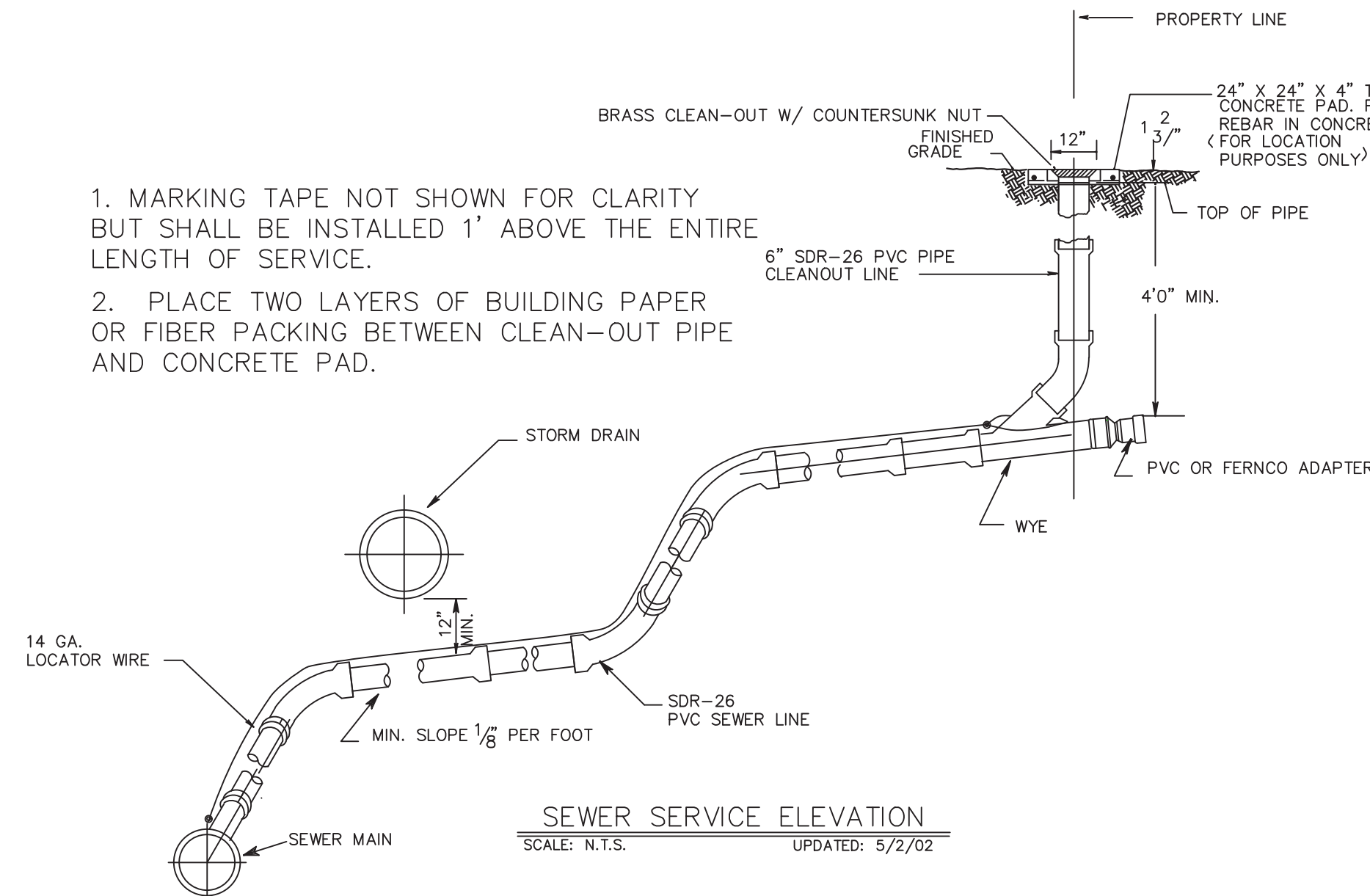
SANITARY SEWER DROP MANHOLE ELEVATION

SCALE: N.T.S.

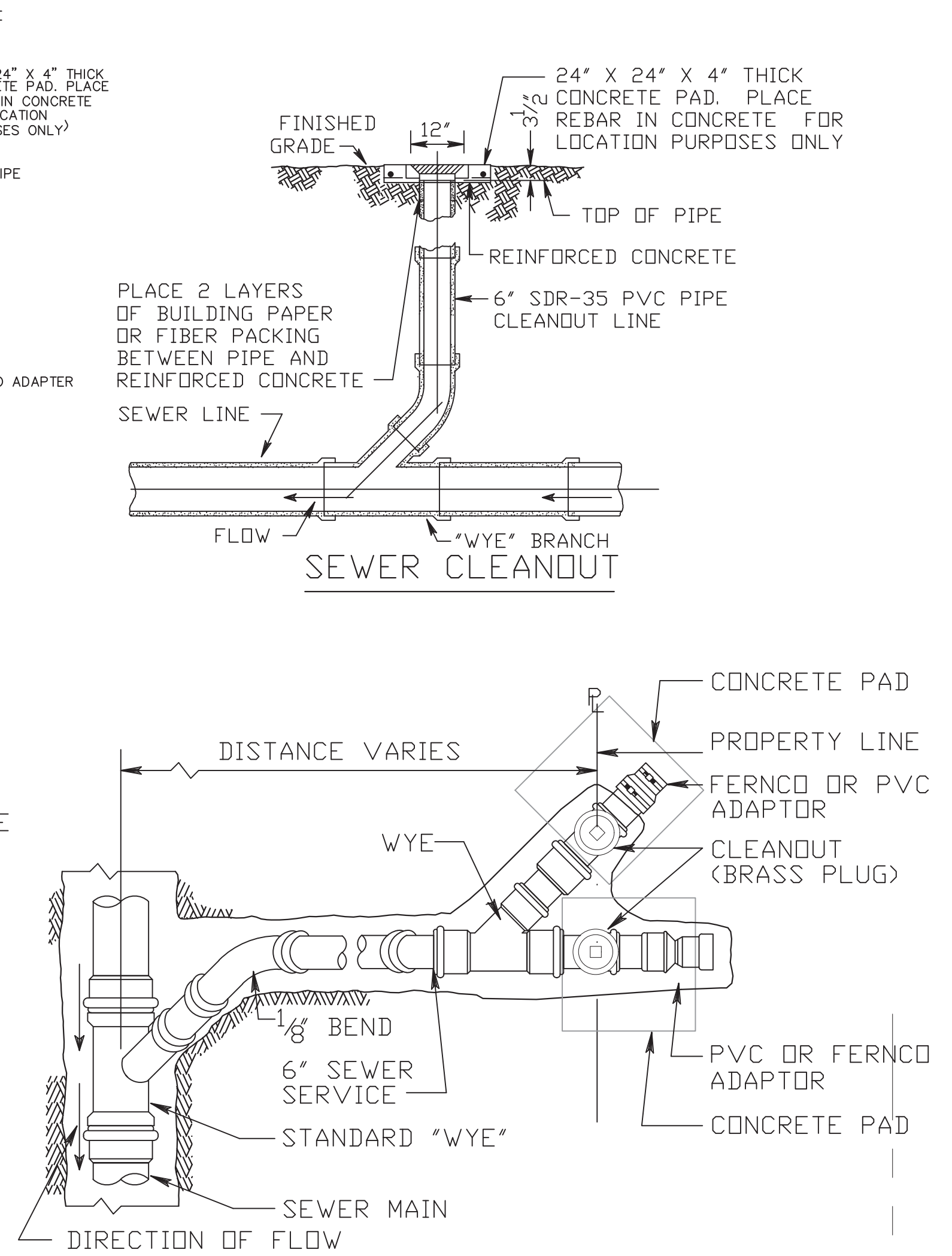
UPDATED: 6/16/2015



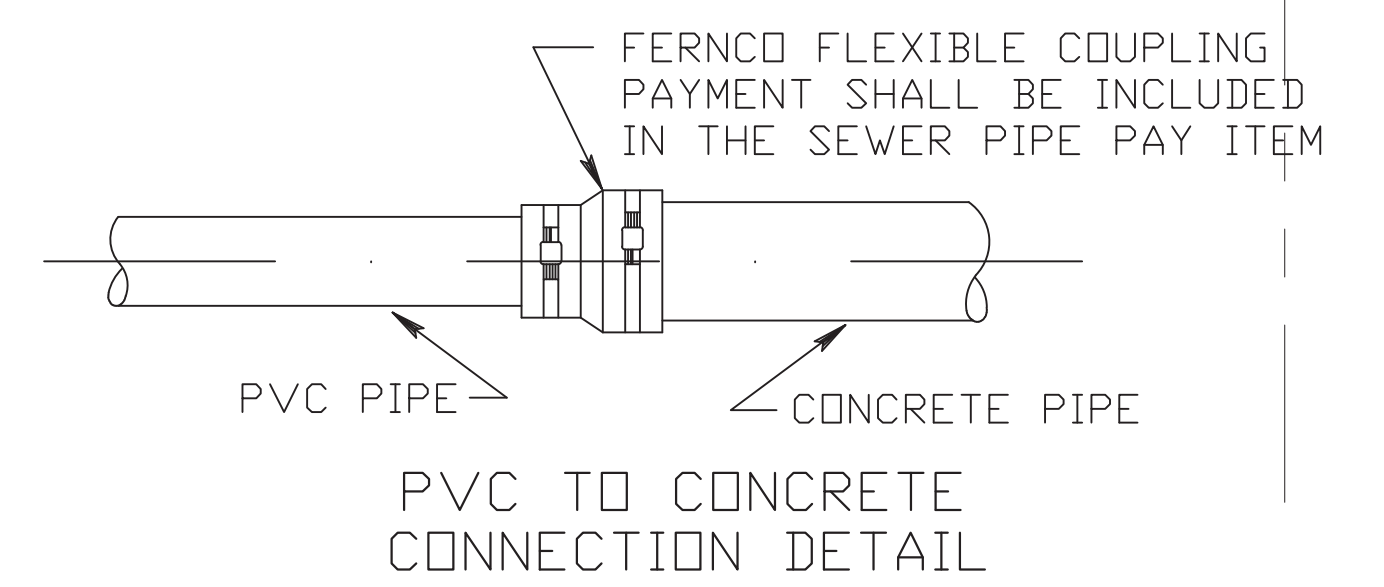
1. MARKING TAPE NOT SHOWN FOR CLARITY BUT SHALL BE INSTALLED 1' ABOVE THE ENTIRE LENGTH OF SERVICE.
2. PLACE TWO LAYERS OF BUILDING PAPER OR FIBER PACKING BETWEEN CLEAN-OUT PIPE AND CONCRETE PAD.



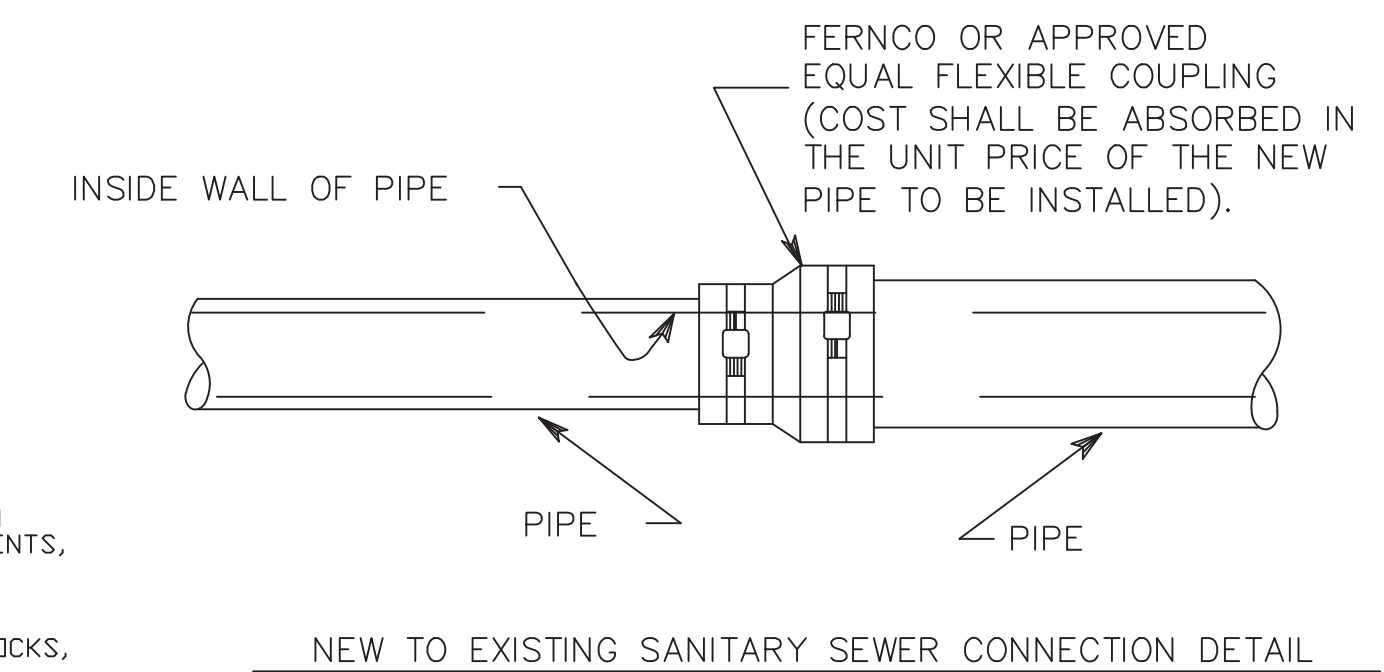
PLAN - SINGLE WYE SERVICE



PLAN - DOUBLE WYE SERVICE



PVC TO CONCRETE CONNECTION DETAIL



NOTE:

1. THIS DETAIL SHALL ONLY BE USED AS SHOWN ON THE PLANS OR AS APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. AND NOT UNDER ROADWAYS

NOTES:

1. SANITARY SEWER PIPE SHALL BE PVC OR DUCTILE IRON (D.I.) IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF PVC OR D.I. PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
2. SANITARY SEWER PIPE SHALL BE BURIED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN MINIMUM COVER REQUIREMENTS, BUT COVER SHALL BE A MINIMUM OF 30".
3. FOR GRAVITY PIPE REFER TO OTHER DETAILS FOR MANHOLES & SERVICES.
4. FOR FORCE MAINS REFER TO OTHER DETAILS FOR THRUST BLOCKS, VALVES, SERVICES, & AIR RELEASE VALVES.
5. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
6. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
7. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. APPROVED PLACEMENT OF BORROW SHALL BE PAID AT THE CONTRACT UNIT PRICE BID.
8. "MAXIMUM EXCAVATED TRENCH WIDTH" REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BEDDING, BORROW FOR BACKFILL, LIMESTONE, OR PAVING. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS THE TRENCH REMAINS WITHIN THE LIMITS OF CITY R.O.W., PROPERTY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.
9. NO FERCO COUPLING TO BE USED UNDER ROADWAY. KNOCK ON SLEEVE ONLY TO BE USED UNDER ROADWAY.

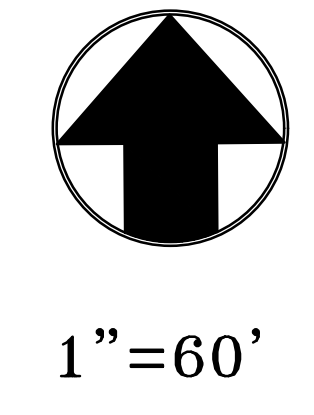
PRECAST CONCRETE SEWER MANHOLE

REVISED	
DRAWN	JCH
CHECKED	
DATE	July 2024
SHEET TITLE	Construction Details
PROJECT NAME	Legacy Medical Park City of Gautier, Mississippi
PROJECT NAME	13061 Shriners Blvd., SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679
	Dennis Stieffel and Associates, Inc. Consulting Engineers
SHEET	21
PROJECT NO.	896

Table 6
Minimum Connection Spacing for Driveways on Type 3 Highways

			POSTED SPEED	SPACING DISTANCE
COMMERCIAL DRIVEWAY	 >50 PEAK HOUR TRIPS AND ≥2000 AADT		≤30mph	185'
			35mph	245'
			40mph	300'
			45mph	350'
			≥50mph	425'
	 ≤50 PEAK HOUR TRIPS OR <2000 AADT		NA	100'
NON-COMMERCIAL DRIVEWAY	 ≥2000 AADT		NA	50'
	 <2000 AADT		NA	25'

- Legend:
- City ROW
 - Common Area
 - Green Area Within Lots



REVISION 11/18/24 DRAWN JCH CHECKED DATE January 2024	
SHEET TITLE Lot and Street Layout	PROJECT NAME Legacy Park CITY OF GAULTIER, MISSISSIPPI
13061 Shriners Blvd. SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	DENNIS STIEFFEL AND ASSOCIATES, INC. Consulting Engineers
SHEET 3	PROJECT NO. 896



Medical Center Entrance

Proposed MDOT
Median Crossover

800 feet

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
December 17, 2024**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
