

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 7, 2025 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Offices will be closed Monday, January 20th, in observance of the birthdays for Martin Luther King, Jr. and Robert E.

IV. Presentation Agenda

V. Business Agenda

1. Consider Abatement at 3812 Shamrock, Gautier, MS (Billy & Janice White)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approve the Emergency Repair of the Robertsdale Gravity Sewer Main Repair, as invoiced by Bottom 2 Top Construction

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

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

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

1. Approval of Minutes from Special Called Meeting held December 16, 2024, and Recessed Council Meeting held December 17, 2024.
2. Receive October 2024 Finance Report
3. Authorization to accept the monetary donation from The Guice Agency for The City

of Gautier's Fire Department

- 4. Approval of the agreement with Southern Automated Systems, Inc., for new court case management software**
- 5. Authorization to accept a monetary donation from Gautier Pride, Inc. for the City of Gautier's Lights and Lagniappe on the Bayou**

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 January 21, 2025 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
January 7, 2025**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Offices will be closed Monday, January 20th, in observance of the birthdays for Martin Luther King, Jr. and Robert E.

NOTES:

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
January 7, 2025**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:
Title:

January 7, 2025
Consideration for the Abatement at 3812 Shamrock
Ct, Gautier, MS

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 3812 Shamrock Ct, Gautier, MS

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, after proper notice, on or about January 7, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 3812 Shamrock Ct, 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 3812 Shamrock Ct, Gautier, MS 39553, by mowing the property and removing the inoperable vehicle, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 7, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 12/30/2024
Subject: Consider Abatement at 3812 Shamrock, Gautier, MS (Billy & Janice White)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this property.

BACKGROUND:

DISCUSSION:

There have been four code enforcement cases on this property since 2022. The property taxes have also been in a delinquent status since 2022. Two residents on Shamrock have requested this property be cut and cleaned, but this property is a visual blight for all the residents on Shamrock. A rusted and inoperable truck has been left on the side yard. Two mattresses are lying in front of the house. The gate is broken and falling down on both sides of the house. A large pile of trash and debris appears on the right side of the house. As can be seen from the enclosed photos of the property, cleaning this lot will significantly help improve the appearance for the neighbors living next to and across this property. Public notice for this proposed abatement and for this council hearing was posted and mailed to the owner. A voicemail was left for the owner to inform him of this abatement. The owner did not return the code enforcement phone call. All attempts to communicate with the owner have been ignored.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cut and cleaned after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Photos
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel & Tax
6. Memorandum Public Hearing Proposal

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director
From: Patrick Fagan, Code Enforcement
Date: December 19, 2024
Subject: Abatement of 3812 Shamrock (clean, cut, remove inoperable vehicle)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this property.

DISCUSSION:

There have been four code enforcement cases on this property since 2022. The property taxes have also been in a delinquent status since 2022. Two residents on Shamrock have requested this property be cut and cleaned, but this property is a visual blight for all the residents on Shamrock. A rusted and inoperable truck has been left on the side yard. Two mattresses are lying in front of the house. The gate is broken and falling down on both sides of the house. A large pile of trash and debris appears on the right side of the house. As can be seen from the enclosed photos of the property, cleaning this lot will significantly help improve the appearance for the neighbors living next to and across this property. Public notice for this proposed abatement and for this council hearing was posted and mailed to the owner. A voicemail was left for the owner to inform him of this abatement. The owner did not return the code enforcement phone call. All attempts to communicate with the owner have been ignored.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cut and cleaned after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

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

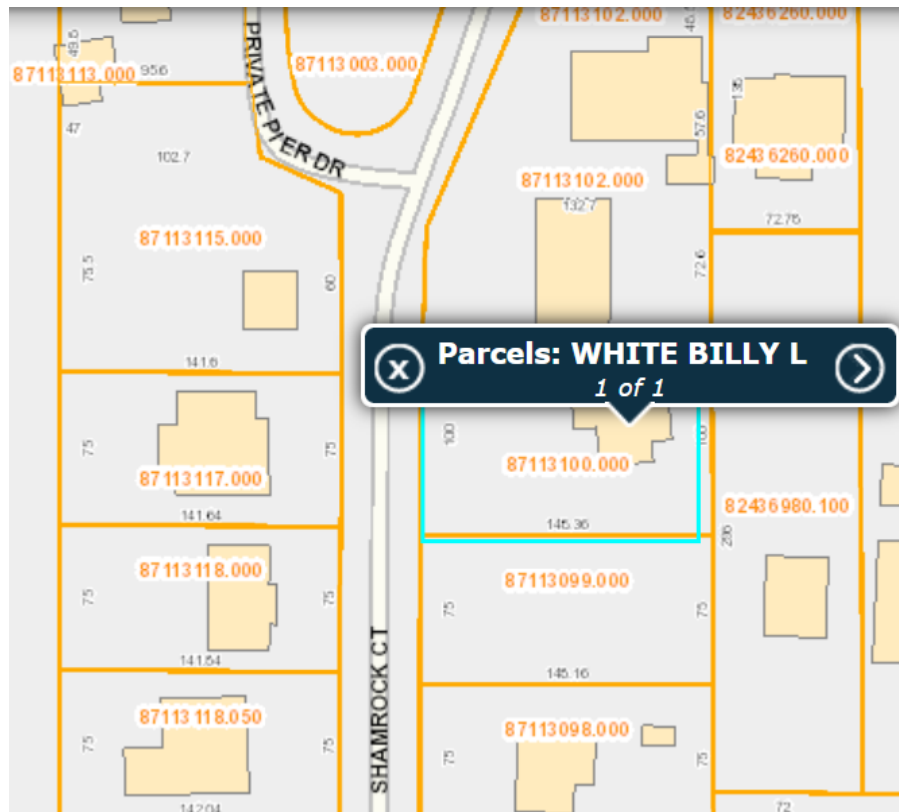
Property Link

JACKSON COUNTY, MS

Current Date **12/19/2024**

Tax Year 2023
Records Last Updated **12/18/2024**

PROPERTY DETAIL			
OWNER	WHITE BILLY L		ACRES : .34
	3812 SHAMROCK CT		LAND VALUE : 7710
			IMPROVEMENTS : 33260
	GAUTIER MS 39553		TOTAL VALUE: 40970
			ASSESSED : 4097
PARCEL	87113100.000		
ADDRESS	3812 SHAMROCK		
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**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			



4 cases since 2022 (junk vehicle, overgrown grass)

Code Case Details

Case Type: Code Project: [] Opened: 3/22/2022

Case Status: Resolved District: [] Closed: 4/1/2022

Description: IV Assigned To: Webber, Clay Emergency: ☐

Parcels (1) Addresses (1) Zones (1) Violator/Contacts Notes Activities Fees Holds Inspection Cases

Drag a column header and drop it here to group by that column

Code Case Details

Case Type: Code Project: [] Opened: 9/7/2022

Case Status: Resolved District: [] Closed: 9/19/2022

Description: Tall grass Assigned To: Johnson, Richard Emergency: ☐

Parcels (1) Addresses (1) Zones (1) Violator/Contacts Notes (1) Activities Fees Holds Inspection Cases

Drag a column header and drop it here to group by that column

Text	Created By	Date Created
> X Letter sent to tenant	Johnson, Richard	9/7/2022 10:33:05 AM

Code Case Details

Case Type: Code Project: [] Opened: 4/18/2023

Case Status: Resolved District: [] Closed: 5/2/2023

Description: OG Assigned To: Johnson, Richard Emergency: ☐

Parcels (1) Addresses (1) Zones (1) Violator/Contacts (1) Notes (1) Activities Fees Holds Inspection Cases

Drag a column header and drop it here to group by that column

Text	Created By	Date Created
> X Letter sent to Billy White (owner) 10202 HWY (	Johnson, Richard	4/18/2023 10:57:08 AM

Code Case Details

Case Type: Code Project: [] Opened: 12/10/2024

Case Status: Active District: [] Closed: Enter date

Description: OS, OG, FENCE (PICS) Assigned To: 2, Officer Emergency: ☐

Parcels Addresses (1) Zones Violator/Contacts Notes (3) Activities Fees Holds Inspection Cases

Drag a column header and drop it here to group by that column

Text	Created By	Date Created
> X pf. abatement notice sent 12/18/24 for IV truci	Fagan, Patrick	12/17/2024 1:19:49 PM
X DF- COMPLAINT FROM NEIGHBORS REGARDIN	2, Officer	12/10/2024 10:48:16 AM
X DF- MAILING LETTER TO BILLY & JANICE WHIT	2, Officer	12/10/2024 10:47:27 AM

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



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

CITY OF GAUTIER

Nature's Playground

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 JANUARY 7, 2025**, 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:

3812 SHAMROCK

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.

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

December 18, 2024

FROM: Patrick Fagan
Code Enforcement
3812 Shamrock Ct
Gautier, MS. 39553

TO: Billy & Janice White
9700 Wire Rd
Vanceleave, MS 39553
cc: 3812 Shamrock Ct Gautier

Re: Notice of Public Hearing
3812 Shamrock Ct.

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **3812 Shamrock Ct, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **January 7, 2025 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Patrick Fagan









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

Council Meeting:
Title:

January 7, 2025
Approve the Emergency Repair of the Robertsdale Gravity Sewer Main Repair, as invoiced by Bottom 2 Top Construction

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approve the Emergency Repair of the Robertsdale Gravity Sewer Main Repair, as invoiced by Bottom 2 Top Construction

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 000-2025

WHEREAS, the City of Gautier discovered a 30-inch gravity sewer main at the end of Robertsdale Road collapsed and raw sewage flowing near a major drainage ditch that flows directly into Mary Walker Bayou; and

WHEREAS, this sewer main services a large portion of Gautier and required immediate repair in order to stop the outflow and prevent lift station overflows causing damage and detrimental environmental impacts to the area and Mary Walker Bayou; and

WHEREAS, City Council hereby finds that an emergency existed as described above, and that the delay incidental to searching out and receiving quotes from multiple vendors would be detrimental to the interests of the City; and

WHEREAS, Staff procured the services of Bottom 2 Top Construction LLC to perform emergency repairs for a cost of \$19,816.15; and

WHEREAS, the Mayor and Members of Council hereby find it is in the best interest of the City of Gautier to approve this invoice for emergency repair work; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this purchase was not made to circumvent the public purchasing statutes, and that the cost is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Robertsdale Gravity Sewer Main Repair, as invoiced by Bottom 2 Top Construction LLC in the amount of \$19,816.15, is hereby approved for payment.

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 January 7, 2025.

Bottom 2 Top Construction LLC

16708 Highway 67
Biloxi, MS 39532 US
jraffeo@bottom2top.net



INVOICE

BILL TO
City Of Gautier
3305 Vancleave Rd
Gautier,
Gautier, MS 39553

INVOICE 1450
DATE 12/19/2024
TERMS Net 30
DUE DATE 01/18/2025

P.O. NUMBER
30" Emergency Repair - Gautier

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Building Cost	Mobilization (LS)	1	3,745.00	3,745.00
Building Cost	Foreman - Straight Time (HR)	15	49.76	746.40
Building Cost	Equipment Operator - Straight Time (HR)	15	35.31	529.65
Building Cost	Pipe Layer - Standard Time (HR)	15	29.96	449.40
Building Cost	Pipe Layer - Standard Time (HR)	15	29.96	449.40
Services	Skilled Laborer - Standard Time (HR)	15	32.10	481.50
Building Cost	Skilled Laborer - Standard Time (HR)	15	32.10	481.50
Building Cost	Large Excavator (HR)	15	80.25	1,203.75
Building Cost	Mini Excavator (HR)	15	58.85	882.75
Building Cost	Skid Steer (HR)	15	52.43	786.45
Building Cost	Trench Box (HR)	15	64.20	963.00
Building Cost	Portable Pump (HR)	3	26.75	80.25
Building Cost	Bypass Pump (LS)	1	2,675.00	2,675.00
Building Cost	Concrete (CY)	4	192.60	770.40
Building Cost	24" C900 (LF)	20	155.00	3,100.00
Building Cost	Vac Truck (LS)	1	1,540.80	1,540.80
Building Cost	Quickcrete (EA)	12	64.20	770.40
Building Cost	Filter Fabric (LS)	1	160.50	160.50

BALANCE DUE \$19,816.15

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

Council Meeting:
Title:

**January 7, 2025
Approval of the Paid Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of paid Docket of Claims for the legal services provided by Bordis & Danos, PLLC, and the pay application submitted by Bottom 2 Top, LLC for the Hwy 90 Water and Sewer Lines at the former Singing River Mall Property in the total amount of \$171,270.20

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 000-2025

WHEREAS, the City of Gautier has a contract with Josh Danos, Bordis & Danos, PLLC, for City Attorney services; and

WHEREAS, the amount owed for the services rendered by Bordis & Danos, PLLC in December 2024 is \$11,250.00; and

WHEREAS, the City of Gautier also has a contract with Bottom 2 Top, LLC., for the Hwy 90 Water and Sewer Lines at the former Singing River Mall Property; and

WHEREAS, due to the timing of their last submitted pay application, their payout was unable to be submitted to the December 17, 2024 Docket of Claims; and

WHEREAS, the pay application must be completed in year 2024, in the amount of \$160,020.20; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for the legal services rendered by Bordis & Danos, PLLC, and the pay application submitted by Bottom 2 Top, LLC for the Hwy 90 Water and Sewer Lines at the former Singing River Mall Property in the total amount of \$171,270.20 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 January 7, 2025.

Docket of Claims

Claims paid from 12/18/2024 thru 12/19/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC	250759	12/18/2024	12/18/2024	398	57877	11,250.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	DEC 2024 RETAINER		138	12/01/2024		11,250.00	
FUND TOTAL	1 Claims	398 to	398 Checks	1 Total	11,250.00	Manual	Held	Total 11,250.00

Docket of Claims
Claims paid from 12/18/2024 thru 12/19/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	BOTTOM 2 TOP CONSTRUCTION LLC	250772	12/18/2024	12/18/2024	13	57882	160,020.20	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-724-769	W&S MALL PROPERTY 67%		3	12/09/2024		160,020.20	
FUND TOTAL	3 Claims	13 to	13 Checks	1 Total	160,020.20 Manual		Held	Total 160,020.20

Docket of Claims

Claims paid from 12/18/2024 thru 12/19/2024

SUMMARY OF ALL FUNDS

FUND	1	Claims	398	to	398	Checks	1	Total	11,250.00	Manual	Held	Total	11,250.00
FUND	3	Claims	13	to	13	Checks	1	Total	160,020.20	Manual	Held	Total	160,020.20
Total for all Funds					Checks		2	Total	171,270.20	Manual	Held	Total	171,270.20

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

Council Meeting: January 7, 2025
Title: Approval of the Docket of Claims

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

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

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 January 7, 2025.

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	250751	01/07/2025	12/13/2024			444,908.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		12132024	12/13/2024			444,908.08
001	DELTA COMPUTER SYSTEMS INC	250752	01/07/2025	12/13/2024			690.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JAN 2025 ACCT SOFTWARE MAINT		DHLMN16113	12/15/2024			490.00
	001-092-606	JAN 2025 PRIV LIC SW MAINT		DHLMN16113	12/15/2024			200.00
001	MS MUNICIPAL LEAGUE	250775	01/07/2025	12/19/2024			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MID-WINTER CONF: ANDERSON		4120	12/11/2024			150.00
001	FOSTERS A/C & HEATING INC	250776	01/07/2025	12/19/2024			660.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA TUNE UP(6): CITY HALL		P1158446	12/10/2024			660.00
001	BLOSSMAN GAS INC	250778	01/07/2025	12/19/2024			235.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	81.8 GALS PROPANE: NORTH STN		29720133	12/04/2024			235.03
001	WARREN PAVING INC	250792	01/07/2025	12/26/2024			542.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	2.96 TNS ASPHALT: POTHOLE		100792	12/11/2024			270.84
	001-201-576	2.97 TNS ASPHALT: POTHOLE		100907	12/13/2024			271.76
001	MS DEVELOPMENT AUTHORITY	250794	01/07/2025	12/26/2024			46,323.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-680-830	ANNUAL PMT: 12-192-CP-1		50758	02/01/2025			46,323.96
001	COMM-TECH SOLUTIONS INC	250795	01/07/2025	12/26/2024			112.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	REPROGRAM PHONE SYSTEM		17368	12/19/2024			112.50
001	SCOTTIE M BYRD	250797	01/07/2025	12/26/2024			387.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	PER DIEM ADV: INTERDCTN TRNG		01122025	11/07/2024			387.00
001	MDH / BOILER SAFETY BRANCH	250800	01/07/2025	12/26/2024			480.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	INSPECTIONS: POLICE STN		25-137334	12/18/2024			150.00
	001-161-635	INSPECTIONS: NORTH STN		25-137335	12/18/2024			30.00
	001-161-635	INSPECTIONS: SOUTH STN		25-137336	12/18/2024			30.00
	001-092-635	INSPECTIONS: CITY HALL		25-137337	12/18/2024			150.00
	001-170-635	INSPECTIONS: REC BLDGS		25-137337	12/18/2024			60.00
	001-161-635	INSPECTIONS: CENTRAL STN		25-137337	12/18/2024			60.00

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS RECREATION & PARK ASSOCIATION	250802	01/07/2025	12/26/2024			65.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-682	ANNUAL MEMBERSHIP: BILBO,C		4573	12/10/2024			65.00
001	DEPT PUBLIC SAFETY	250803	01/07/2025	12/26/2024			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (NOV 2024)		90154294	12/05/2024			60.00
001	GLOBALSTAR	250804	01/07/2025	12/26/2024			103.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0082576919	12/16/2024			103.72
001	AT&T	250808	01/07/2025	12/26/2024			4,556.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	12/14/2024			4,556.24
001	AT&T	250809	01/07/2025	12/26/2024			37.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC MONITORING		2284970262	12/14/2024			37.64
001	SPARKLIGHT	250811	01/07/2025	12/26/2024			145.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2024:POLICE 107718371		12082024	12/08/2024			145.79
001	SPARKLIGHT	250812	01/07/2025	12/26/2024			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2024:CBL BOX 118476316		12082024	12/08/2024			71.37
001	C SPIRE WIRELESS	250814	01/07/2025	12/26/2024			2,490.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0037059349	11/30/2024			48.93
	001-021-605	CITY MGR CELL PHONE		0037059349	11/30/2024			48.93
	001-040-605	ADMIN CELL PHONE		0037059349	11/30/2024			83.41
	001-090-605	BLDG-PLNG CELL PHONES		0037059349	11/30/2024			258.66
	001-090-698	IPAD SERVICE (3)		0037059349	11/30/2024			103.44
	001-094-605	GRANT-PROJ CELL PHONES		0037059349	11/30/2024			146.79
	001-161-605	FIRE CELL PHONES		0037059349	11/30/2024			146.79
	001-170-605	RECREATION CELL PHONES		0037059349	11/30/2024			254.49
	001-205-605	MAINT CELL PHONES		0037059349	11/30/2024			153.96
	001-001-605	COUNCIL CELL PHONE		0037059349	08/31/2024			48.90
	001-021-605	CITY MGR CELL PHONE		0037059349	08/31/2024			48.90
	001-040-605	ADMIN CELL PHONE		0037059349	08/31/2024			83.38
	001-090-605	BLDG-PLNG CELL PHONES		0037059349	08/31/2024			261.22
	001-090-698	IPAD SERVICE (3)		0037059349	08/31/2024			103.44
	001-094-605	GRANT-PROJ CELL PHONES		0037059349	08/31/2024			146.70
	001-161-605	FIRE CELL PHONES		0037059349	08/31/2024			146.70
	001-170-605	RECREATION CELL PHONES		0037059349	08/31/2024			254.36
	001-205-605	MAINT CELL PHONES		0037059349	08/31/2024			151.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	250831	01/07/2025	12/30/2024			7,668.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JAN 2025: MSP COMPLETE CARE		MSP-119163	01/01/2025		6,200.00	
	001-092-606	JAN 2025: MS365 EXC (77)		119245	01/01/2025		385.00	
	001-092-606	JAN 2025: MS365 BUS (32)		119245	01/01/2025		432.00	
	001-092-606	JAN 2025: LITIGATN HOLD (17)		119245	01/01/2025		51.00	
	001-092-606	JAN 2025: BACKUP SERVER (2)		119267	01/01/2025		600.00	
001	A & B TOWING AND AUTOMOTIVE LLC	250832	01/07/2025	12/30/2024			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TOW TO MAINT GARAGE: R39		12192024	12/19/2024		90.00	
001	BORDIS & DANOS PLLC	250849	01/07/2025	12/31/2024			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JAN 2025 RETAINER		139	01/01/2025		11,250.00	
001	RIDGDELL BROS INC	250854	01/07/2025	12/31/2024			2,604.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-520	JAN 2025 BED MNT: ENT SIGNS		23083826	12/30/2024		1,006.66	
	001-201-679	JAN 2025 LAWN MNT: S HWY 90		23083825	12/30/2024		615.00	
	001-201-679	JAN 2025 LAWN MNT:HWY 90 INTS		23083823	12/30/2024		983.33	
001	SEYMOUR ENGINEERING PLLC	250856	01/07/2025	12/31/2024			8,350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	CONST ADMIN: LS UPGS 80%		9279	12/30/2024		8,350.00	
001	SEYMOUR ENGINEERING PLLC	250857	01/07/2025	12/31/2024			16,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	CA-RPR: W&S MALL PROP 80%		9280	12/30/2024		16,200.00	
001	SEYMOUR ENGINEERING PLLC	250858	01/07/2025	12/31/2024			33,941.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	DESIGN/BIDDING: SS MAINS 100%		9284	12/30/2024		27,022.00	
	001-092-603	CA/RPR: SS MAINS 10%		9284	12/30/2024		6,919.00	
001	RJ YOUNG COMPANY LLC	250862	01/07/2025	12/31/2024			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	UNL-J9T600-01 RENTAL FEE		INV7280321	12/23/2024		155.00	
001	SPARKLIGHT	250863	01/07/2025	12/31/2024			124.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2025: CFD 122024086		12232024	12/23/2024		124.50	
001	SPARKLIGHT	250864	01/07/2025	12/31/2024			109.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2025: NFD 122024383		12232024	12/23/2024		109.55	

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	250865	01/07/2025	12/31/2024			109.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2025: SFD 122025091		12232024	12/23/2024			109.55
001	SPARKLIGHT	250866	01/07/2025	12/31/2024			247.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JAN 2025: BACOT 135939403		12232024	12/23/2024			247.88
001	SPARKLIGHT	250867	01/07/2025	12/31/2024			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	JAN 2025: GARAGE 134679919		12202024	12/20/2024			127.95
001	SINGING RIVER ELECTRIC COOPERATIVE	250873	01/07/2025	12/31/2024			495.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		12152024	12/20/2024			412.57
	001-161-631	MARTIN BLUFF FD 58380001		12172024	12/23/2024			187.49
	001-161-631	CAPITAL CREDIT 58380001		12172024	12/23/2024			-147.48
	001-092-631	CITY LIMIT SIGN 17546		12172024	12/23/2024			43.21
001	SINGING RIVER ELECTRIC COOPERATIVE	250874	01/07/2025	12/31/2024			9,884.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		12182024	12/26/2024			7,055.29
	001-201-633	WM PAYNE 10054-100244008		12182024	12/26/2024			59.73
	001-092-631	CITY HALL 10054		12182024	12/26/2024			904.40
	001-170-631	FRAZIER PARK 10054		12182024	12/26/2024			63.79
	001-170-631	SENIOR BLDG 10054		12182024	12/26/2024			232.74
	001-170-631	CITY PARK 10054		12182024	12/26/2024			150.69
	001-161-631	CENTRAL FD 10054		12182024	12/26/2024			293.11
	001-092-631	PUBLIC WORKS 10054		12182024	12/26/2024			276.19
	001-092-631	HWY 90 SIGN 10054		12182024	12/26/2024			37.52
	001-201-629	SIGNAL LIGHTS 10054		12182024	12/26/2024			810.68
001	SINGING RIVER ELECTRIC COOPERATIVE	250875	01/07/2025	12/31/2024			1,297.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		12182024	12/26/2024			1,197.94
	001-170-631	ROUNDABOUT 102311004		12182024	12/26/2024			30.00
	001-201-633	WM PAYNE 100245001		12182024	12/26/2024			69.29
001	SINGING RIVER ELECTRIC COOPERATIVE	250877	01/07/2025	12/31/2024			230.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		12172024	12/26/2024			92.33
	001-170-631	FITNESS TRAIL 109268001		12182024	12/26/2024			32.58
	001-170-631	SRM PW BOX 8 104459007		12182024	12/26/2024			30.00
	001-170-631	DOLPHIN PW BOX 6 110759006		12182024	12/26/2024			30.85
	001-170-631	SRM VENUE 104312012		12282024	12/26/2024			45.21
001	SINGING RIVER ELECTRIC COOPERATIVE	250885	01/07/2025	12/31/2024			971.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		12182024	12/26/2024			58.32
	001-201-633	DOLPHIN ST 94988002		12182024	12/26/2024			60.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	250885	01/07/2025	12/31/2024			971.04	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94989002		12182024	12/26/2024			89.49
	001-201-633	DOLPHIN ST 94990002		12182024	12/26/2024			718.68
	001-092-631	BELK SIGN 97127001		12182024	12/26/2024			43.97
001	SINGING RIVER ELECTRIC COOPERATIVE	250886	01/07/2025	12/31/2024			539.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-629	SIGNAL LIGHT 89113001		12182024	12/26/2024			69.50
	001-170-631	CITY PARK RSTRMS 89912001		12182024	12/26/2024			120.42
	001-201-633	STREET LIGHTS 90345002		12182024	12/26/2024			207.92
	001-092-631	RECORDS BLDG 90790001		12182024	12/26/2024			88.63
	001-170-631	FRAZIER RSTRMS 98546001		12182024	12/26/2024			52.73
001	FUELMAN	250892	01/07/2025	12/31/2024			2,587.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP67606736	12/16/2024			93.66
	001-100-525	UNL FUEL		NP67606736	12/16/2024			1,952.55
	001-161-525	DSL FUEL		NP67606736	12/16/2024			219.50
	001-170-525	UNL FUEL		NP67606736	12/16/2024			321.59
001	FUELMAN	250894	01/07/2025	12/31/2024			2,937.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP67630615	12/23/2024			129.69
	001-100-525	UNL FUEL		NP67630615	12/23/2024			1,961.01
	001-161-525	UNL&DSL FUEL		NP67630615	12/23/2024			497.83
	001-170-525	UNL FUEL		NP67630615	12/23/2024			245.74
	001-205-525	UNL&DSL FUEL		NP67630615	12/23/2024			103.12
001	FUELMAN	250896	01/07/2025	12/31/2024			1,607.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP67658096	12/30/2024			1,335.29
	001-161-525	DSL FUEL		NP67658096	12/30/2024			226.57
	001-170-525	DSL FUEL		NP67658096	12/30/2024			45.88
001	STATE TREASURER	250899	01/07/2025	01/02/2025			8,438.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	DEC 2024 COURT ASSESSMENTS		12312024	01/02/2025			8,438.83
001	MS DEPT OF PUBLIC SAFETY	250900	01/07/2025	01/02/2025			526.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	DEC 2024 SPECIAL ASSESSMENTS		12312024	01/02/2025			526.00
001	MS DEPT OF PUBLIC SAFETY	250901	01/07/2025	01/02/2025			152.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	DEC 2024 INTERLOCK FEES		12312024	01/02/2025			152.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	250902	01/07/2025	01/02/2025			71.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	DEC 2024 STATE ASSESSMENT		12312024	01/02/2025			71.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RELX INC DBA LEXISNEXIS	250903	01/07/2025	01/02/2025			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DEC 2024 4254VNBSY		3095519875	12/31/2024			155.00
001	CAN'T MISS EMBROIDERY	250904	01/07/2025	01/02/2025			259.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-535	CPG QTR ZIP(2): EMBROIDER ONLY		29259	12/19/2024	250336		18.00
	001-090-535	CPG RAINCOAT: EMBROIDER ONLY		29259	12/19/2024	250336		8.50
	001-090-535	CPG CAP(5): EMBROIDER ONLY		29259	12/19/2024	250336		37.50
	001-090-535	CPG SHIRT(16): EMBROIDER ONLY		29259	12/19/2024	250336		136.00
	001-090-535	CPG SHIRT:THE SOUND/OPS MGR		29259	12/19/2024	250336		19.50
	001-090-535	DIGITIZING FEE: THE SOUND		29259	12/19/2024	250336		40.00
001	REYNOLDS WHOLESALE CO	250906	01/07/2025	01/02/2025			540.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	#1508 BMF TOWELS CS (5)		78048	12/20/2024	250375		124.75
	001-161-510	TISSUE 96 ROLLS/CS (2)		78048	12/20/2024	250375		113.90
	001-161-510	409 CLEANER 32OZ SPRAY (12)		78048	12/20/2024	250375		59.88
	001-161-510	BLEACH GAL (6)		78048	12/20/2024	250375		25.95
	001-161-510	38X58 BLK CAN LINER 100CT(4)		78048	12/20/2024	250375		139.80
	001-161-510	COMET POWDER 21OZ CAN (20)		78048	12/20/2024	250375		33.80
	001-161-510	32OZ WINDEX SPRAY (8)		78048	12/20/2024	250375		42.32
001	ACTION PRINTING CENTER INC	250907	01/07/2025	01/02/2025			250.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	TRI COLOR RECEIPT PAPER(1000)		4221	12/19/2024	250231		250.72
001	GULF HYDRAULICS & PNEUMATICS INC	250908	01/07/2025	01/02/2025			263.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	SEAL KIT: ENGINE 5		192466	12/12/2024	250332		73.63
	001-161-638	SHOP LABOR: ENGINE 5		192466	12/12/2024	250332		190.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	250912	01/07/2025	01/02/2025			47.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	ENGRAVE PLATE: YTH FB TROPHY		2410136	10/24/2024	250131		15.00
	001-010-559	NAME PLATE - ELLERBY		2501003	01/02/2025	250403		16.00
	001-010-559	NAME PLATE - NELSON		2501003	01/02/2025	250403		16.00
001	OFFICE DEPOT 1104	250913	01/07/2025	01/02/2025			462.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	EXEC OFFICE CHAIR LEATHER		4007399770	12/05/2024	250319		462.94
001	DIXIE GLASS	250918	01/07/2025	01/02/2025			473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	NEW WINDSHIELD: U #17823		I060721	12/27/2024	250344		263.00
	001-100-638	LABOR		I060721	12/27/2024	250344		115.00
	001-100-638	ADHESIVE		I060721	12/27/2024	250344		40.00
	001-100-638	WINDSHIELD STRIP		I060721	12/27/2024	250344		55.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	250919	01/07/2025	01/02/2025			534.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	2025 BLUE SKY PLANNER W/B(3)	6017554920	11/23/2024	250268		46.17	
	001-170-500	2025 BLUE SKY PLANNER GRV(2)	6017554922	11/23/2024	250268		36.98	
	001-170-500	RTN CR: BLUE SKY PLNR GRV(2)	6018739437	12/04/2024	250268		-36.98	
	001-170-500	HP 215A STD TONER 4PK	6017554918	11/23/2024	250267		255.96	
	001-170-500	HP 910XL/910 INK CART 4PK	6017554920	11/23/2024	250267		87.89	
	001-170-500	2025 MTHLY PLANNER 8.5X11(2)	6018802846	12/05/2024	250326		30.98	
	001-170-500	HD 8" TITANIUM SCISSOR 3PK	6018802846	12/05/2024	250326		10.59	
	001-030-559	22"X29" 2025 WALL CALENDAR	6019387080	12/14/2024	250356		17.29	
	001-030-559	HP 951XL YLW HY INK	6019387080	12/14/2024	250356		35.19	
	001-030-559	HP 950XL BLK HY INK	6019387080	12/14/2024	250356		49.95	
001	TRI-STAR WASTE MGT AND DEMOLITION LLC	250922	01/07/2025	01/02/2025			4,980.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-601	DEMO-CLR: 7921 PETUNIA DR	12122024	12/12/2024	250334		4,980.00	
001	SAFEGUARD BUSINESS SYSTEMS INC	250924	01/07/2025	01/02/2025			2,432.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-620	DUI TICKET (250)	9006547830	12/14/2024	250092		310.00	
	001-010-620	MISDEMEANOR TICKET (1000)	9006547830	12/14/2024	250092		532.30	
	001-010-620	UNIFORM ARREST TICKET (15000)	9006547830	12/14/2024	250092		1,430.00	
	001-010-620	SHIPPING/INVOICING	9006547830	12/14/2024	250092		159.84	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	250925	01/07/2025	01/02/2025			5,509.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	BLAUER CLASSACT SHIRT SS (4)	32854	12/05/2024	250206		219.96	
	001-100-535	BLAUER LS POLY SHIRT (2)	32854	12/05/2024	250206		119.98	
	001-100-535	BLAUER LS POLY SHIRT (2)	32854	12/05/2024	250206		129.98	
	001-100-535	BLAUER LS POLY SHIRT	32854	12/05/2024	250206		69.99	
	001-100-535	POLY TROUSERS NAVY (7)	32854	12/05/2024	250206		455.00	
	001-100-535	PIGGYBACK STRIPING 1" (4)	32854	12/05/2024	250206		60.00	
	001-100-535	FLEXRS BASE SHIRT SS (19)	32854	12/05/2024	250206		1,121.00	
	001-100-535	FLEXRS LS BASE SHIRT (9)	32854	12/05/2024	250206		576.00	
	001-100-535	EMBROIDERY (8)	32854	12/05/2024	250206		64.00	
	001-100-535	FLEXRS COVERT TAC PANT (27)	32854	12/05/2024	250206		2,133.00	
	001-100-535	HOODED REFLECT RAINCOAT (3)	32854	12/05/2024	250206		267.00	
	001-100-535	PORT CORE JACKET (6)	32854	12/05/2024	250206		270.00	
	001-100-535	ID PANEL (2)	32854	12/05/2024	250206		24.00	
001	AMAZON CAPITAL SERVICE	250926	01/07/2025	01/02/2025			360.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	TAIL LIGHT ASSEMBLY: U #17823	19WXHW937C	12/16/2024	250346		145.99	
	001-100-500	AAG 2025 WALL CALENDAR	1M96RPHX4N	12/19/2024	250350		12.29	
	001-100-500	AAG 2025 DESK CALENDAR 3PK (5)	1M96RPHX4N	12/19/2024	250350		89.30	
	001-100-500	5/8 BINDING COMB 100PK	1M96RPHX4N	12/19/2024	250350		24.25	
	001-100-500	FELLOWES CLR BIND COVER 100PK	13FVK4GH9L	12/23/2024	250358		15.51	
	001-100-500	FELLOWES NVY BIND COVER 50PK	13FVK4GH9L	12/23/2024	250358		21.00	
	001-100-500	FELLOWES NVY BIND COVER 50PK	1W9QNJR9L	12/23/2024	250358		21.00	
	001-170-559	NO DOG ALLOWED SIGN (3)	1CLR3JL4JG	12/30/2024	250374		23.97	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	250926	01/07/2025	01/02/2025			360.30	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	SHIPPING		1CLR3JL4JG	12/30/2024	250374		6.99
001	TRI-TECH FORENSICS INC	250927	01/07/2025	01/02/2025			272.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	10 PR SHOE COVERS (3)		01099933	12/16/2024	250280		101.58
	001-100-559	MAGNETIC LATENT PRINT KIT(3)		01099933	12/16/2024	250280		73.86
	001-100-559	8OZ BLOOD DETECTION SPRAY(3)		01099933	12/16/2024	250280		110.73
	001-100-559	FREIGHT		01099933	12/16/2024	250280		14.76
	001-100-559	TRADE DISCOUNT		01099933	12/16/2024	250280		-28.62
001	CANNON PAF LLC	250928	01/07/2025	01/02/2025			1,507.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TURBO CHARGER BC3Z 6K682*B		249495	12/20/2024	250296		1,743.91
	001-161-638	GASKET: COMMAND 33		249495	12/20/2024	250296		13.21
	001-161-638	CORE RTN: TURBO CHRGR		CM249495	12/31/2024	250296		-250.00
001	STEINER SAW & MOWER	250929	01/07/2025	01/02/2025			149.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	REPR PARTS: HEDGE TRIMMER		268298	12/17/2024	250362		83.00
	001-170-639	LABOR: HEDGE TRIMMER		268298	12/17/2024	250362		60.00
	001-170-639	SHOP SUPPLIES		268298	12/17/2024	250362		6.00
001	CREDIT CARD CENTER	250931	01/07/2025	01/02/2025			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-682	ASFPM ANNUAL DUES: ANKERSON		12092024	12/10/2024			180.00
001	SUN HERALD ADVERTISING	250932	01/07/2025	01/02/2025			281.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	HICKORY HILLS DRAINAGE IMPROV		283089	12/31/2024	250372		281.48
FUND TOTAL	1 Claims	to	Checks	62 Total	631,394.78 Manual	Held	Total	631,394.78

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	SUNCOAST INFRASTRUCTURE INC	250790	01/07/2025	12/20/2024			368,413.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-726-768	SS REHAB PH2 68.05%		2	12/19/2024		368,413.80	
FUND TOTAL	3 Claims	to	Checks	1 Total	368,413.80	Manual	Held	Total 368,413.80

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	MISSISSIPPI POWER	250798	01/07/2025	12/26/2024			4,972.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-628	DEC 2024 LEASE: SOUND		0945635021	12/18/2024			4,972.00
004	RIDGDELL BROS INC	250855	01/07/2025	12/31/2024			5,140.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-680	JAN 2025 LAWN MNT: SOUND		23083824	12/30/2024			3,695.83
	004-510-699	JAN 2025 GNAT-INSECT APPL		23083827	12/30/2024			267.00
	004-510-680	JAN 2025 CHEMICAL APP: SOUND		23083828	12/30/2024			1,177.91
004	SPARKLIGHT	250868	01/07/2025	12/31/2024			1,690.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	12/20-01/19/24 SERV:140013863		12202024	12/20/2024			1,690.00
004	SINGING RIVER ELECTRIC COOPERATIVE	250888	01/07/2025	12/31/2024			1,550.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	AMPHITHEATHER 118241002		12012024	12/09/2024			1,198.47
	004-510-631	DEPOSIT 122412001		11182024	11/22/2024			245.00
	004-510-631	GATES 122412001		11182024	11/22/2024			66.68
	004-510-631	GATES 122412001		12182024	12/26/2024			40.01
FUND TOTAL	4 Claims	to	Checks	4 Total	13,352.90	Manual	Held	Total 13,352.90

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC	250909	01/07/2025	01/02/2025			10,725.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-799	4500PSI 30 MIN CYL CARBON(10)		00021132	12/17/2024	250252	10,500.00	
	160-161-799	FREIGHT		00021132	12/17/2024	250252	225.00	
FUND TOTAL 160 Claims	to	Checks	1 Total	10,725.00	Manual	Held	Total	10,725.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	250789	01/07/2025	12/20/2024			1,686.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		DEC 2024	12/20/2024			1,686.49
FUND TOTAL 172 Claims	to	Checks	1 Total	1,686.49	Manual	Held	Total	1,686.49

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
173	SEYMOUR ENGINEERING PLLC	250859	01/07/2025	12/31/2024			7,885.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	173-300-762	TASK ORDER #1 50%		9282	12/30/2024			7,885.00
FUND TOTAL 173 Claims	to	Checks	1 Total	7,885.00	Manual	Held	Total	7,885.00

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	250777	01/07/2025	12/19/2024			702.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE DEC 2024		4120	12/15/2024			52.20
	176-170-699	SHOPPING CART		4120	12/15/2024			300.00
	176-170-699	WEBSITE MAINT 11/15-12/14/24		4120	12/15/2024			350.00
176	MDH / BOILER SAFETY BRANCH	250801	01/07/2025	12/26/2024			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	INSPECTIONS: SSP BLDGS		25-137337	12/18/2024			90.00
176	AT&T	250807	01/07/2025	02/26/2024			179.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERVICE 2 LINES		2284972244	12/14/2024			179.40
176	C SPIRE WIRELESS	250815	01/07/2025	12/26/2024			106.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0037059349	11/30/2024			53.10
	176-170-605	CELL PHONE		0037059349	08/31/2024			53.08
176	FOSTERS A/C & HEATING INC	250818	01/07/2025	12/27/2024			440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	ESA CLEANING (2)		P1161519	12/19/2024			440.00
176	SPARKLIGHT	250869	01/07/2025	12/31/2024			219.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JAN 2025: SSP 132698937		120202024	12/20/2024			219.39
176	SPARKLIGHT	250870	01/07/2025	12/31/2024			140.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JAN 2025: SSP 136075116		12232024	12/23/2024			140.79
176	A-1 TREE SERVICE INC	250923	01/07/2025	01/02/2025			2,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	CUT/REMOV LRG WATER OAK		12172024	12/17/2024	250279		2,400.00
FUND TOTAL 176 Claims		to	Checks	8 Total	4,277.96 Manual	Held	Total	4,277.96

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
255	THE PEOPLES BANK	250799	01/07/2025	12/26/2024			22,058.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	255-680-813	INT: GO REF BOND S2020		3322	11/11/2024			22,058.75
FUND TOTAL 255 Claims	to	Checks	1 Total	22,058.75	Manual	Held	Total	22,058.75

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	250860	01/07/2025	12/31/2024			2,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	300-600-603	CA/RPR 30%		9281	12/30/2024			2,100.00
FUND TOTAL 300 Claims	to	Checks	1 Total	2,100.00	Manual	Held	Total	2,100.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	250889	01/07/2025	12/31/2024			709.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		43413	12/10/2024			709.50
FUND TOTAL 355 Claims	to	Checks	1 Total	709.50 Manual		Held	Total	709.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	250861	01/07/2025	12/31/2024			20,530.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	362-600-762	ENG DESIGN 90%		9283	12/30/2024			20,530.00
FUND TOTAL 362 Claims	to	Checks	1 Total	20,530.00	Manual	Held	Total	20,530.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	250750	01/07/2025	12/11/2024			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		12092024	12/09/2024		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		12092024	12/09/2024		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		12092024	12/09/2024		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		12092024	12/09/2024		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		12092024	12/09/2024		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		12092024	12/09/2024		9,665.99	
400	COG DEPOSITORY ACCOUNT	250770	01/07/2025	12/19/2024			90,779.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR DMR WIRE: FUND 171		12192024	12/19/2024		75,394.72	
	400-000-104	TR DMR WIRE: FUND 173		12192024	12/19/2024		15,385.00	
400	2018-2019 BOND DEBT SERVICE FUND	250773	01/07/2025	12/19/2024			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2024: 2018 BOND DS		01012024	01/01/2024		24,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	250774	01/07/2025	12/19/2024			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2024: 2019 BOND DS		01012024	01/01/2024		32,000.00	
400	JACKSON COUNTY UTILITY AUTHORITY	250793	01/07/2025	12/26/2024			256,417.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JAN 2025 TREATMENT CHGS		2813	01/01/2025		256,417.00	
400	AT&T	250805	01/07/2025	12/26/2024			71.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	12/06/2024		71.64	
400	AT&T	250806	01/07/2025	12/26/2024			189.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	12/14/2024		189.07	
400	SPARKLIGHT	250810	01/07/2025	12/26/2024			197.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2024:118901040		12162024	12/16/2024		197.88	
400	SINGING RIVER ELECTRIC COOPERATIVE	250813	01/07/2025	12/26/2024			6,601.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17881		12172024	12/23/2024		2,315.44	
	400-651-631	WATER WELLS 17881		12172024	12/23/2024		3,437.13	
	400-651-631	SCHOONER WELL 20688		12122024	12/18/2024		595.92	
	400-651-631	LIFT STNS 20688		12122024	12/18/2024		253.47	
400	C SPIRE WIRELESS	250816	01/07/2025	12/26/2024			293.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONES (3)		0037059349	11/30/2024		146.79	
	400-650-605	CELL PHONES (3)		0037059349	08/31/2024		146.70	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	250817	01/07/2025	12/26/2024			675.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:11/20-12/17/24		277-121824	12/18/2024		650.00	
	400-650-698	PAPER INVOICE FEE		277-121824	12/18/2024		5.00	
	400-650-698	HOLIDAY CHG		277-121824	12/18/2024		20.00	
400	COGENT STRATEGIES LLC	250850	01/07/2025	12/31/2024			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 12/06/24-01/05/25		3714	12/30/2024		7,500.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	250871	01/07/2025	12/31/2024			1,063.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		12152024	12/20/2024		31.40	
	400-651-631	LIFT STNS 20649		12152024	12/20/2024		936.38	
	400-651-631	LIFT STNS 28779		12152024	12/20/2024		95.73	
400	SINGING RIVER ELECTRIC COOPERATIVE	250872	01/07/2025	12/31/2024			102.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		12172024	12/24/2024		72.13	
	400-651-631	LIFT STNS 89702001		12172024	12/24/2024		30.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	250876	01/07/2025	12/31/2024			8,061.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		12182024	12/26/2024		175.52	
	400-651-631	WATER WELLS 17882		12182024	12/26/2024		4,011.64	
	400-651-631	CITY HALL SOUTH 17882		12182024	12/26/2024		1,274.21	
	400-651-631	LIFT STNS 17882		12182024	12/26/2024		2,600.50	
400	SINGING RIVER ELECTRIC COOPERATIVE	250887	01/07/2025	12/31/2024			995.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		12172024	11/26/2024		995.45	
400	FUELMAN	250893	01/07/2025	12/31/2024			153.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP67606736	12/16/2024		153.89	
400	FUELMAN	250895	01/07/2025	12/31/2024			240.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP67630615	12/23/2024		240.57	
400	FUELMAN	250897	01/07/2025	12/31/2024			25.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP67658096	12/30/2024		25.32	
400	CAN'T MISS EMBROIDERY	250905	01/07/2025	01/02/2025			15.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	LOGO JACKET: M/R		29284	12/20/2024	250371	15.00	

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY CO INC	250910	01/07/2025	01/02/2025			6,931.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	3/4 MIPXCTS PJ CORP STOP(20)	3349106-00	12/03/2024	250256		954.80	
	400-651-581	3/4 CTS PJXMTR SWVL CURB(36)	3349106-00	12/03/2024	250256		2,562.84	
	400-651-709	ZENNR 6" WTR METER:INDIAN PT	1557762-00	12/16/2024	250192		1,540.00	
	400-651-709	WATER METER BOX W/LID (70)	6633382-00	12/12/2024	250345		1,873.90	
400	MICRO METHODS INC	250911	01/07/2025	01/02/2025			70.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	TSS DMR MONTHLY	2412322186	12/19/2024	250354		70.00	
400	CONTINENTAL BATTERY COMPANY	250914	01/07/2025	01/02/2025			196.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	12V 5.0 BATT CB1250-F1 (10)	3245121124	12/11/2024	250226		196.90	
400	CENTRAL PIPE SUPPLY-JACKSON	250915	01/07/2025	01/02/2025			85.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	FERNCO CPLG PVCXPVC 4"(12)	397322.001	12/18/2024	250366		85.80	
400	COAST CHLORINATOR & PUMP CO INC	250916	01/07/2025	01/02/2025			180.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	OPERATOR LOG BOOK (9)	78266	12/18/2024	250364		180.00	
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 250920	01/07/2025	01/02/2025			218.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	HP 206X BLK HY TONER	6019643422	12/18/2024	250359		112.89	
	400-650-500	LEXMARK B221H00 BLK HY TONER	6019643422	12/18/2024	250359		105.59	
400	CITY ELECTRIC SUPPLY CO	250921	01/07/2025	01/02/2025			971.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	30A 240V PLUG/BRKR:HOLIDAY LS	PAS/099282	12/09/2024	250333		205.48	
	400-651-584	30A 240V PLUG/BRKR:HOLIDAY LS	PAS/099365	12/11/2024	250333		205.48	
	400-651-584	14" TY-RAP UV 120LB (150)	PAS/099518	12/19/2024	250365		164.99	
	400-651-584	14" CABLE UV W/SS BARB (200)	PAS/099518	12/19/2024	250365		155.90	
	400-651-581	600V 2A FUSE(10): WTR WELLS	PAS/099366	12/11/2024	250353		240.00	
400	J H WRIGHT & ASSOCIATES INC	250930	01/07/2025	01/02/2025			340.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	B36.0 THERMALS: SOUNDVIEW LS	465517	11/21/2024	250243		90.00	
	400-651-581	TIMER DELAY RELAY(2): WESTGT	466061	12/16/2024	250337		250.00	
FUND TOTAL 400 Claims to		Checks	28 Total	481,805.18	Manual	Held	Total	481,805.18

Docket of Claims
Release date from 01/07/2025 thru 01/07/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	GULF COAST GOLF CARTS	250917	01/07/2025	01/02/2025			10,995.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	401-651-702	2025 MAVERICK 6: EV-BE0350670		25759	12/16/2024	250355	10,995.00	
FUND TOTAL 401 Claims	to	Checks	1 Total	10,995.00	Manual	Held	Total	10,995.00

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	62 Total	631,394.78 Manual	Held	Total	631,394.78
FUND 3 Claims	to	Checks	1 Total	368,413.80 Manual	Held	Total	368,413.80
FUND 4 Claims	to	Checks	4 Total	13,352.90 Manual	Held	Total	13,352.90
FUND 160 Claims	to	Checks	1 Total	10,725.00 Manual	Held	Total	10,725.00
FUND 172 Claims	to	Checks	1 Total	1,686.49 Manual	Held	Total	1,686.49
FUND 173 Claims	to	Checks	1 Total	7,885.00 Manual	Held	Total	7,885.00
FUND 176 Claims	to	Checks	8 Total	4,277.96 Manual	Held	Total	4,277.96
FUND 255 Claims	to	Checks	1 Total	22,058.75 Manual	Held	Total	22,058.75
FUND 300 Claims	to	Checks	1 Total	2,100.00 Manual	Held	Total	2,100.00
FUND 355 Claims	to	Checks	1 Total	709.50 Manual	Held	Total	709.50
FUND 362 Claims	to	Checks	1 Total	20,530.00 Manual	Held	Total	20,530.00
FUND 400 Claims	to	Checks	28 Total	481,805.18 Manual	Held	Total	481,805.18
FUND 401 Claims	to	Checks	1 Total	10,995.00 Manual	Held	Total	10,995.00
Total for all Funds		Checks	111 Total	1,575,934.36 Manual	Held	Total	1,575,934.36

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

Council Meeting: January 7, 2025
Title: Approval of Minutes from the Special Called Meeting held December 16, 2024, and the Recessed Council Meeting held December 17, 2024

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

Summary Explanation: Approval of Minutes from the Special Called Meeting held December 16, 2024, and the Recessed Council Meeting held December 17, 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 000-2025

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 Special Called Meeting held December 16, 2024, and the Recessed Council Meeting held December 17, 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 January 7, 2025.

**Monday
December 16, 2024
Gautier, Mississippi**

BE IT REMEMBERED THAT A SPECIAL CALLED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held December 16, 2024 at 11:30 AM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**December 16, 2024
CALL FOR SPECIAL MEETING**

WHEREAS, there exist certain matters which the below signed Mayor and Council Members of the City of Gautier desire to handle prior to the next regular meeting; and

NOW, THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the Mayor and Council of the City of Gautier, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on December 16, 2024 at 11:30 AM. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972.

The agenda of said Special Meeting shall be as follows:

**AGENDA
CITY OF GAUTIER
December 16, 2024
11:30 AM**

- I. Call to Order**
- II. Agenda Order Approval**
- III. Business Agenda**
 - a. Suspend Robert's Rules of Order**
 - b. Executive Session to discuss Personnel Matters – Conduct Municipal Judge Interviews**
 - c. Reinstate Robert's Rules of Order**
- IV. Recess until December 17, 2024 at 6:30**

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/s/ Casey Vaughan
MAYOR VAUGHAN

/s/ Adam Colledge
COUNCILMAN COLLEDGE

/s/ Gordon Gollott
COUNCILMAN GOLLOTT

/s/ Rusty Anderson
COUNCILMAN ANDERSON

/s/ Dante Elbin
COUNCILMAN ELBIN

/s/ Richard Jackson
COUNCILMAN JACKSON

/s/ Cameron George
COUNCILMAN GEORGE

Mayor Vaughan called the Special Called Meeting to order at 11:30am.

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

Councilman Gollott made the motion to suspend Robert's Rules of Order. Councilman Jackson seconded the motion. The vote was carried unanimously. Absent was Councilman Colledge.

Councilman Colledge arrived at the Council Meeting at 11:39am.

Councilman Gollott left the meeting at 1:00pm.

Councilman Jackson made the motion to reinstate Robert's Rules of Order. Councilman Colledge seconded the motion. The vote was carried unanimously.

Councilman Jackson made the motion to Recess until December 17, 2024 at 6:30pm. Councilman Colledge seconded the motion. The vote was carried unanimously.

ATTEST:

CITY CLERK

MAYOR

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 7, 2024.

**Tuesday
December 17, 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 December 17, 2024 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

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

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

Councilman George made the motion to approve the Planning Commission's recommendation of 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). 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 735-2024

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 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 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 **Councilman George**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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.

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

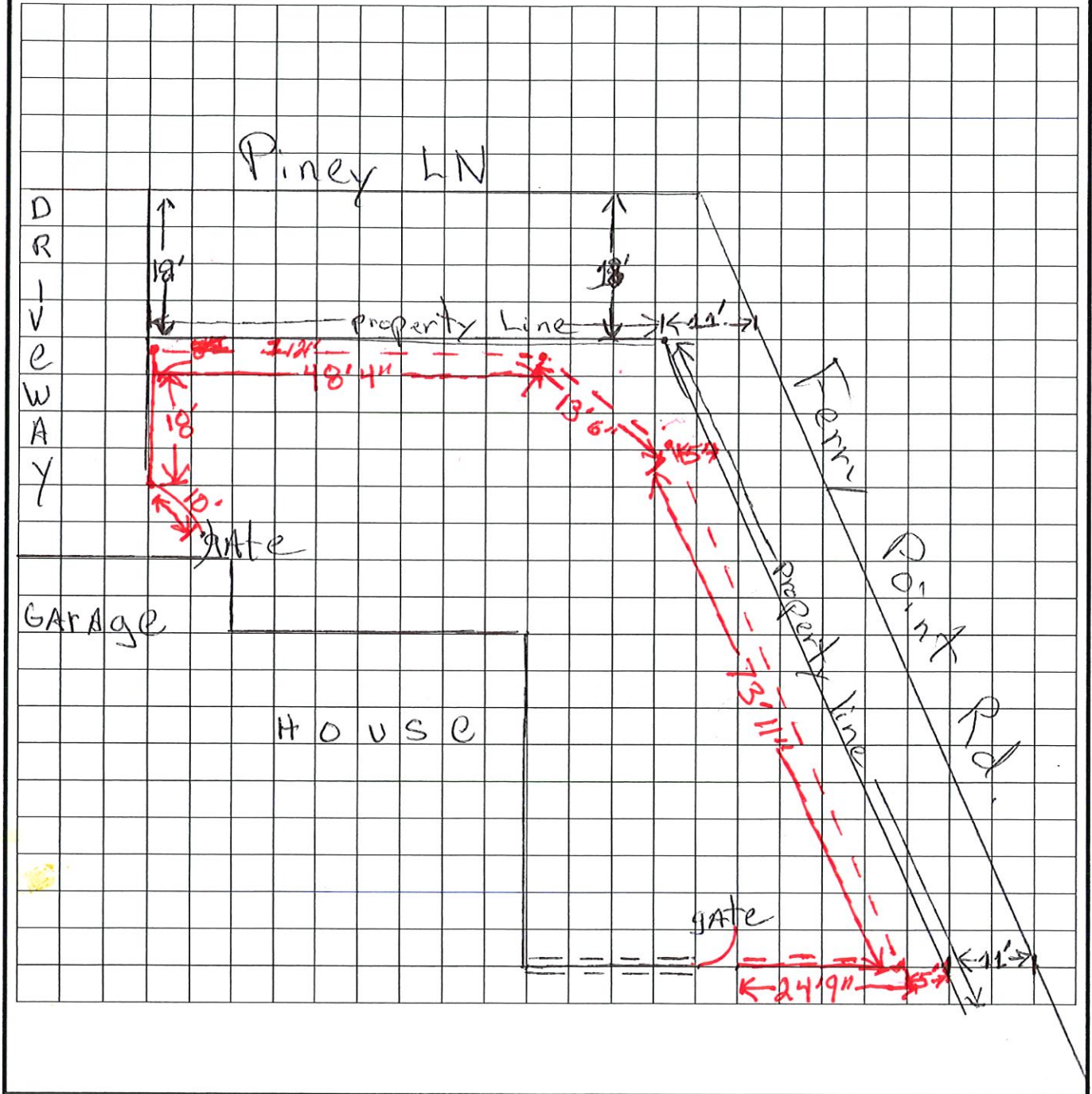
Criteria for Approval

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. *no ne*
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

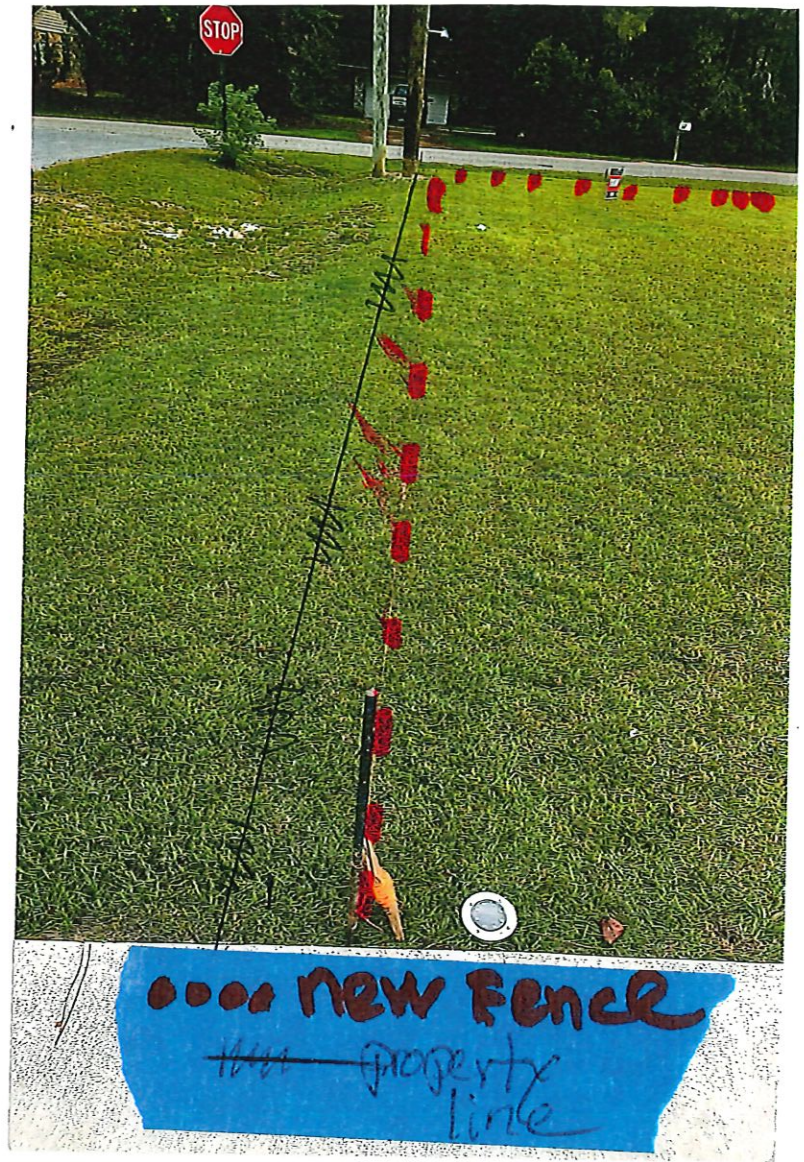
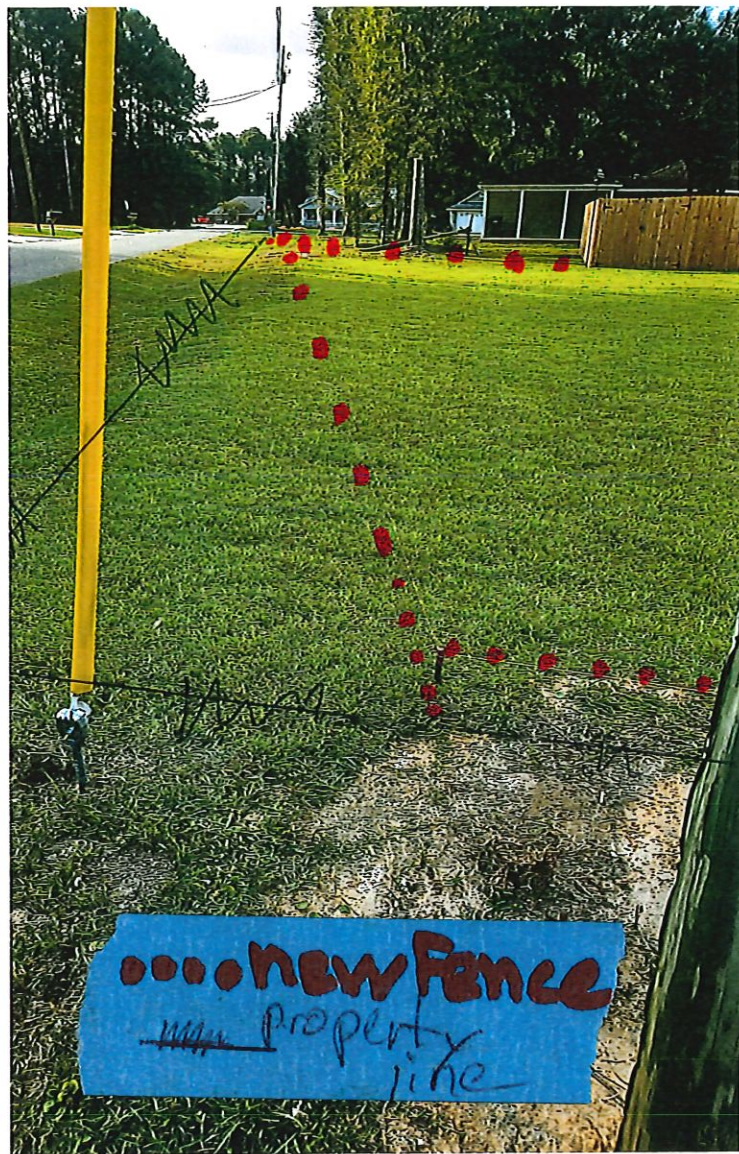
On August 26, 2024 my wife and I attended a Application Hearing #GPC 24-35-VAR for a 6' variance for side yard for an accessory building and a 1' variance for a fence post height in my front yard. On Sept 5th our motion for these 2 items was approved. I would like to change the fence layout in my front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

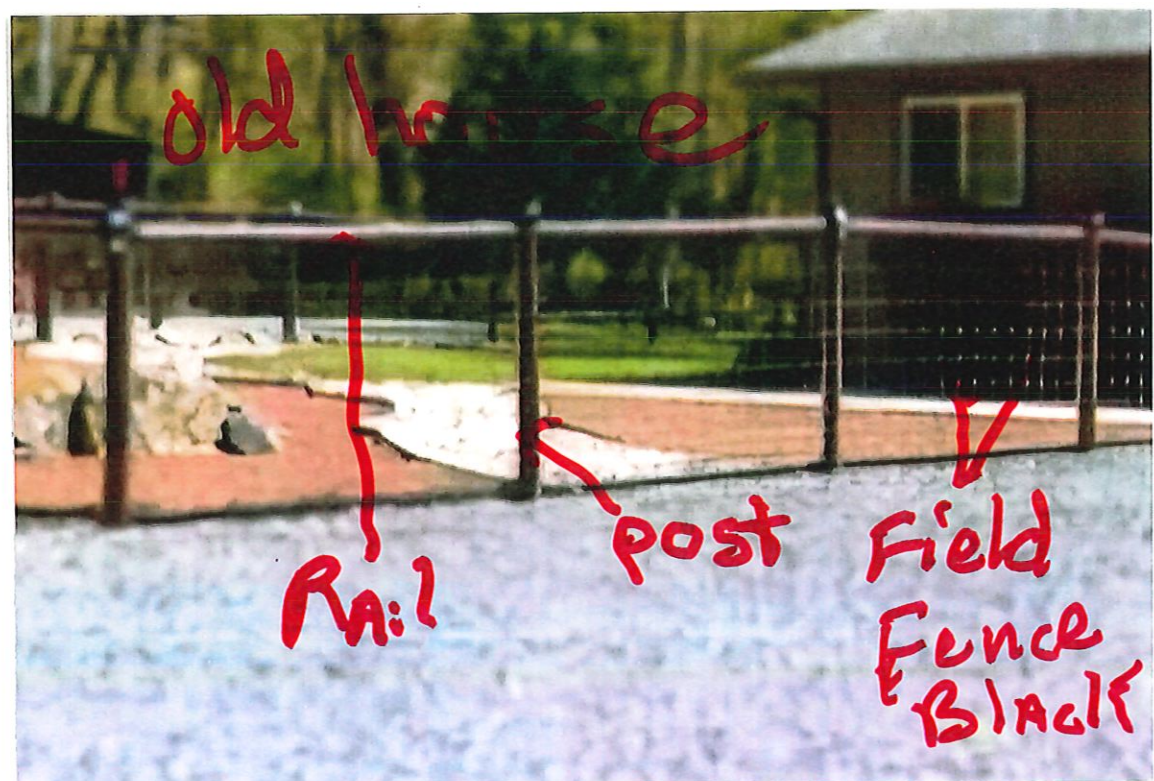
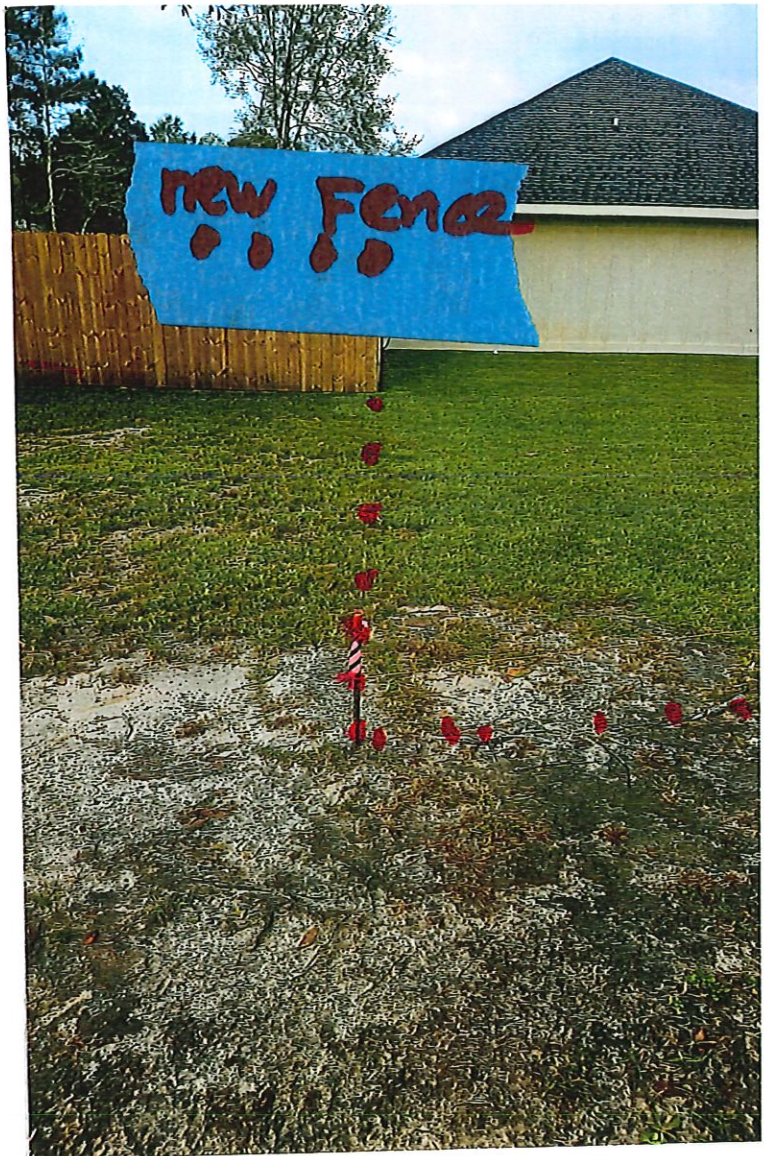
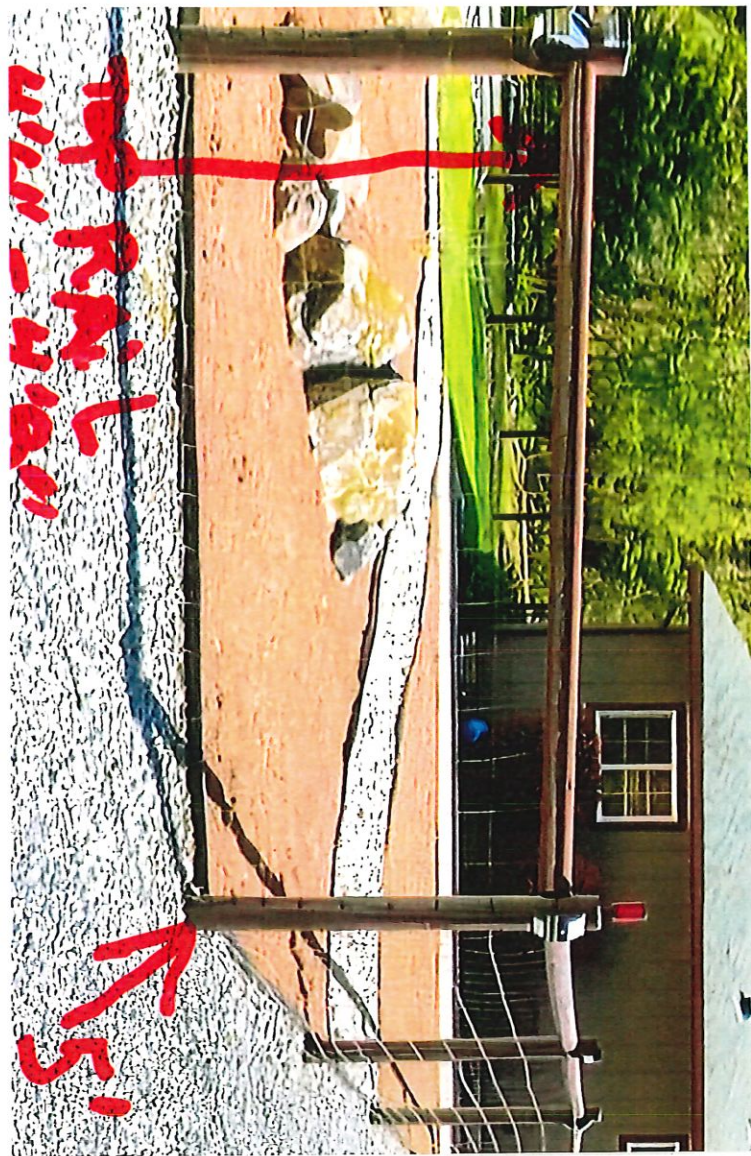
DIAGRAM



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

New Fence Layout

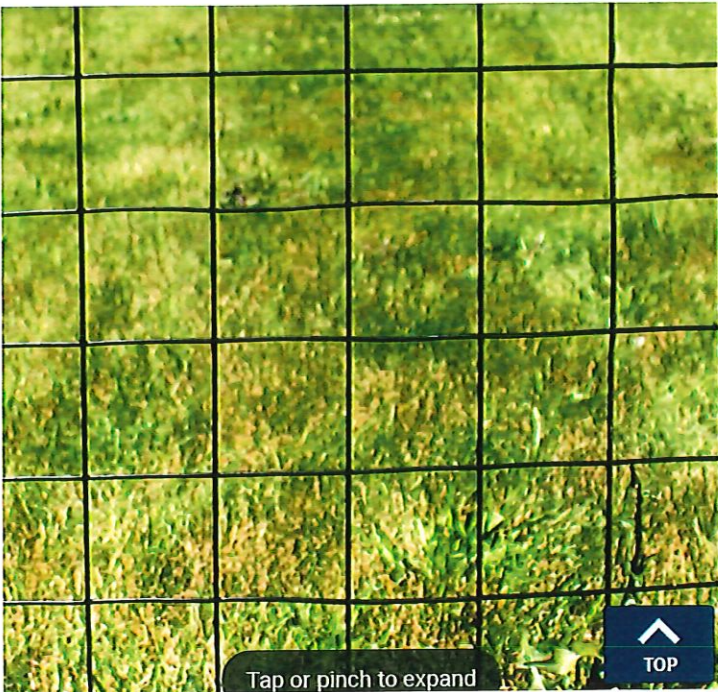




5' x 100' Welded Wire Fence-
12.5 ga. galvanized steel
core; 10.5ga after Black PVC-
Coating, 4" x 4" Mesh

In Stock
& Ready To Ship!

User Rating Avg.
★★★★★
6 Reviews



Tap or pinch to expand

★★★★★ (+78K)

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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

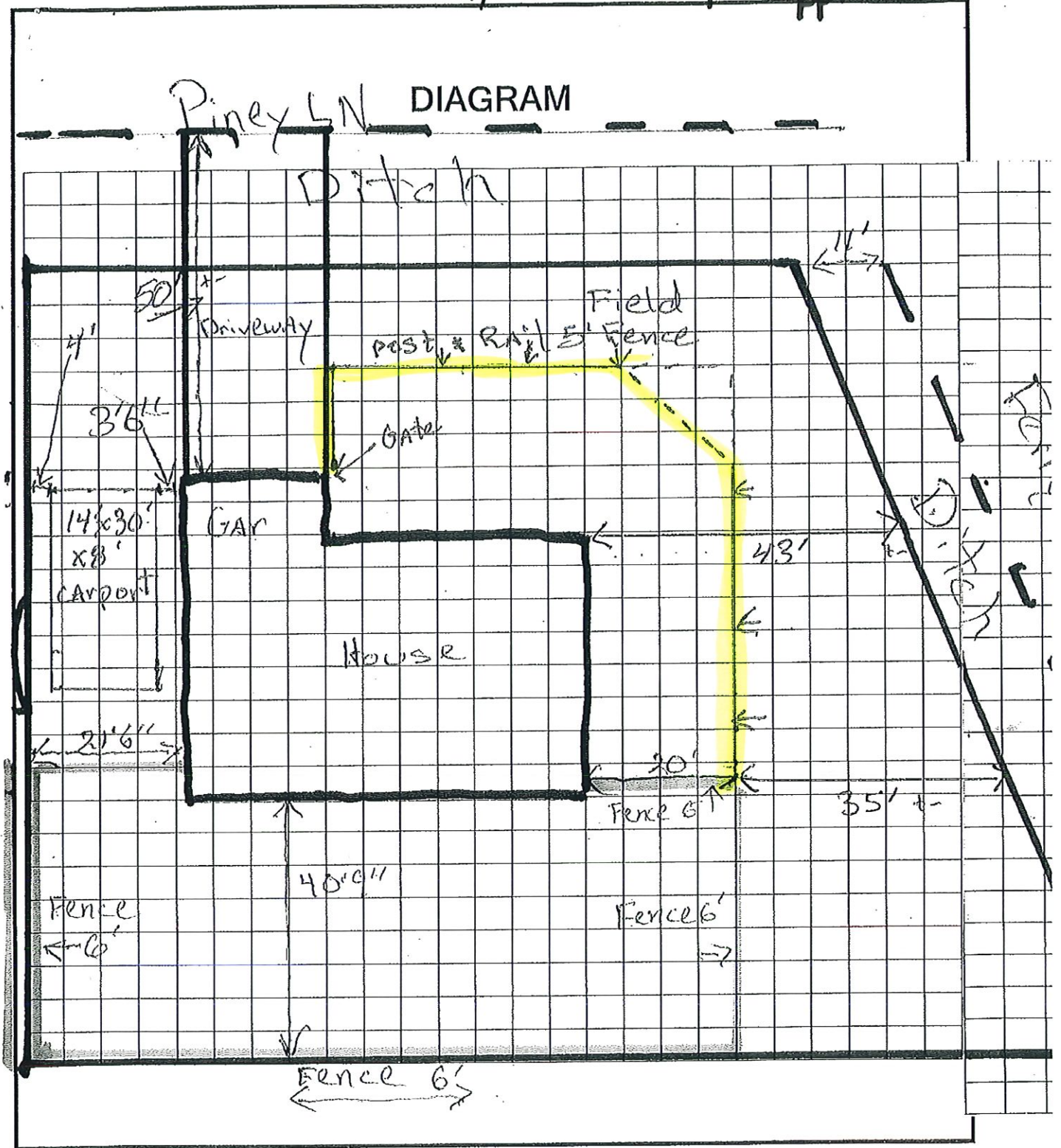
Year Built: 0

Legal Description

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

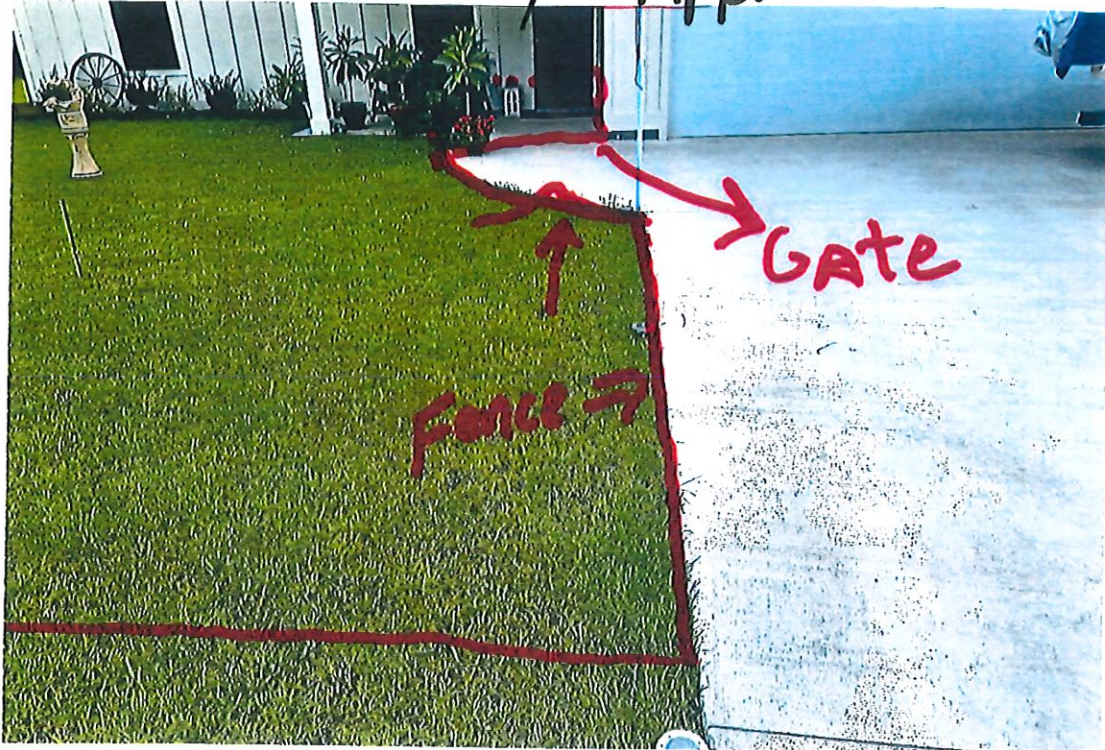
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* Previously Approved *



Legend - each square represents 5'

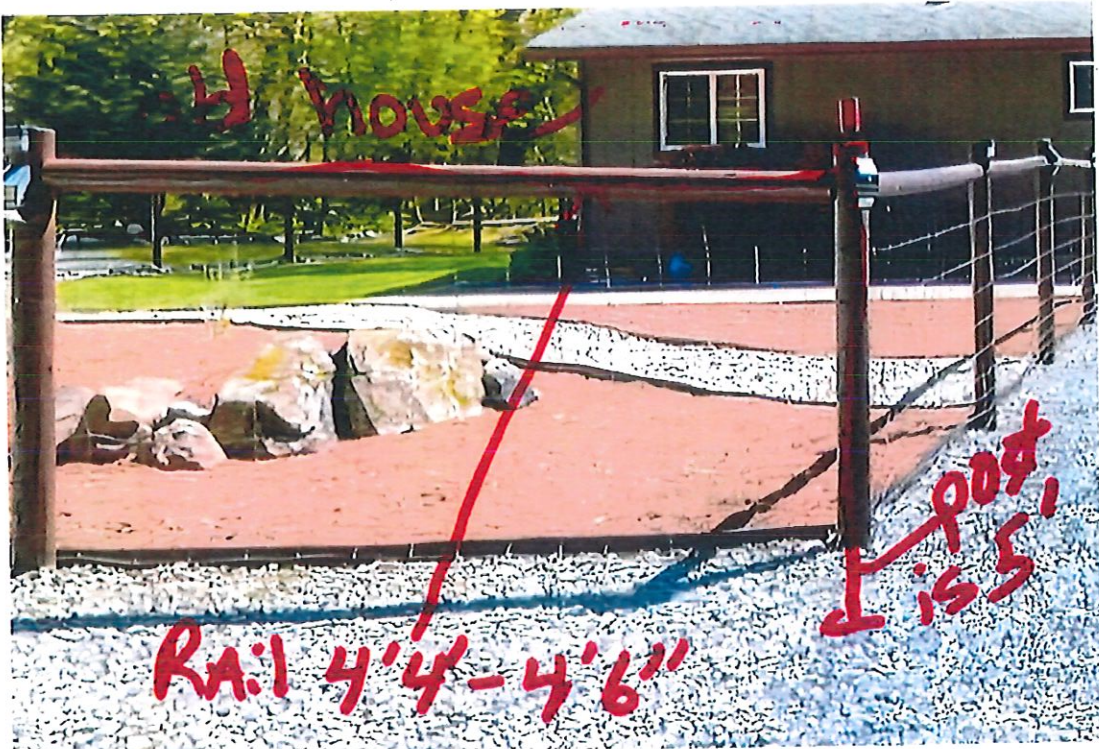
* Previously Approved *



* Previously Approved *



* Previously Approved *



** Previously Approved **

★★★★★ (+78K)

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

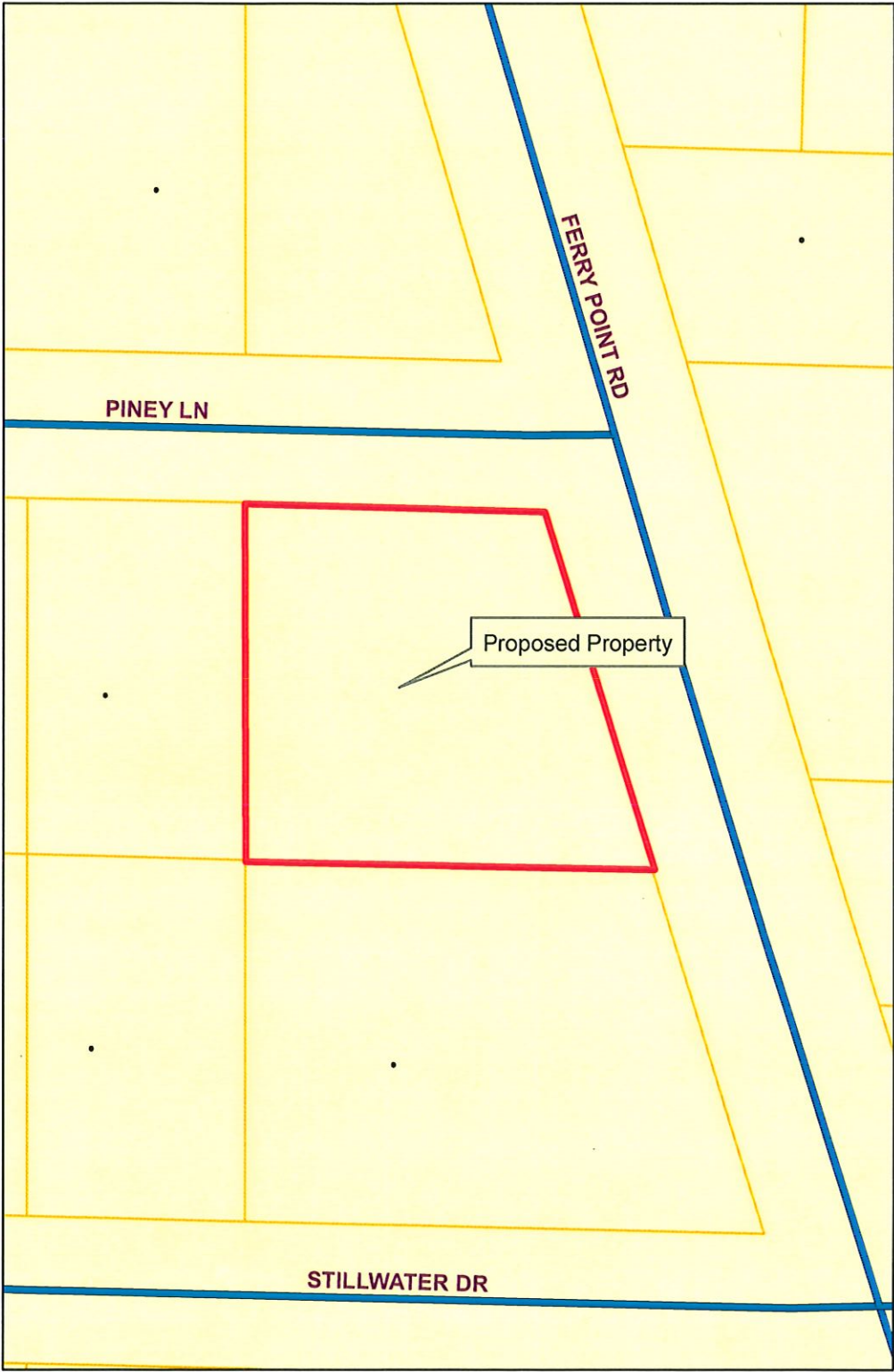


Exhibit C

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

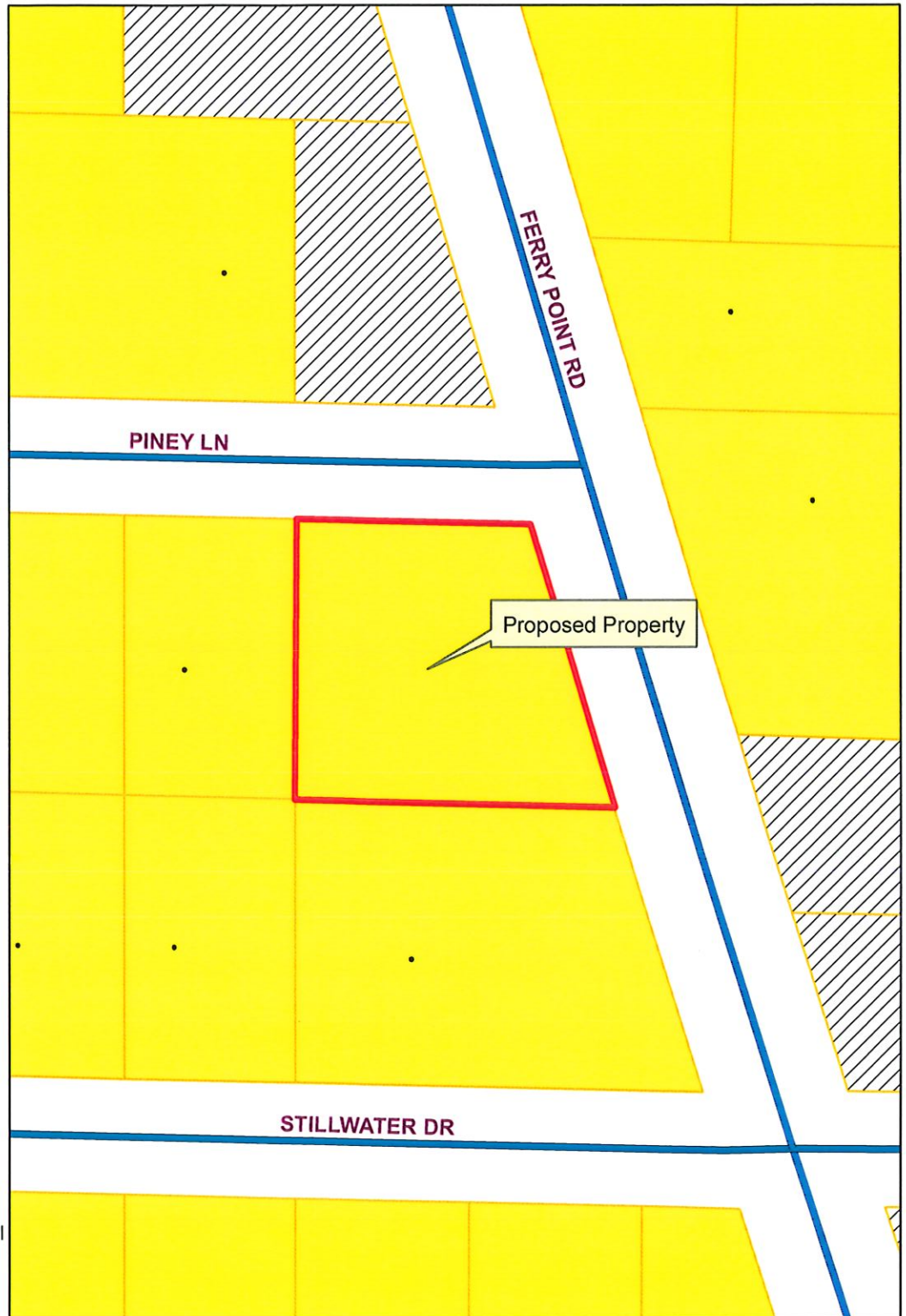


Exhibit D

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 Colledge made the motion to approve the Planning Commission's recommendation for a Conditional Use-Major Permit, as presented, 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) (PID #82435010.050). Councilman Gollob 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 736-2024

**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 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 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 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 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 **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 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:

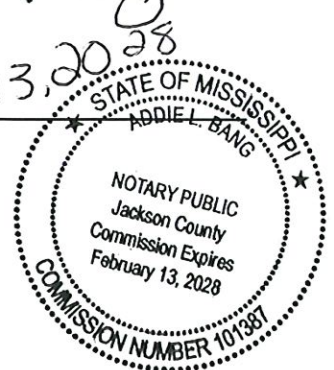
The foregoing instrument was acknowledged before me this 30th day of October, 2024 by Connie West, who is personally known to me or has produced MS. DL. as identification and who did take an oath.

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.

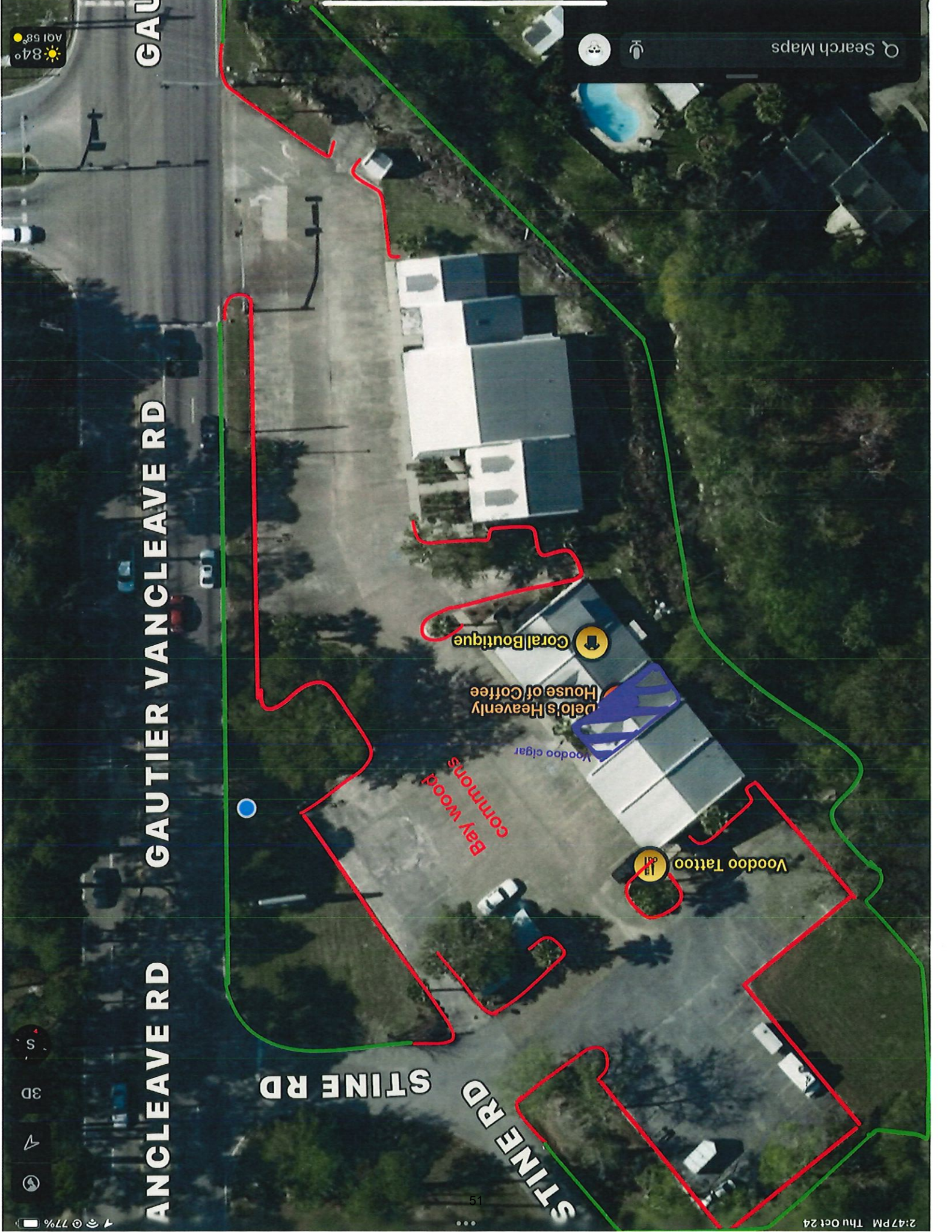
CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide 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 VANCEAVER RD

GAUTIER VANCEAVER RD

ANCLEAVE RD

STINE RD

STINE RD

Coral Boutique

Jelo's Heavenly House of Coffee

Voodoo cigar

Bay wood commons

Voodoo Tattoo

84° 58' AQI

S

3D

3D

3D

77% 2:47 PM Thu Oct 24

51

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 VANCELEAVE RD GAUTIER

Land Information

Section: 35 Acreage: 1.87

Township: 7

Range: 7

Street Name GAUTIER VANCELEAVE
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' S70 DEG E 123.47' S 252
.67' TO N/M STINE RD N 55 DEG W
335.6' TO GAUTIER-VANCELEAVE 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

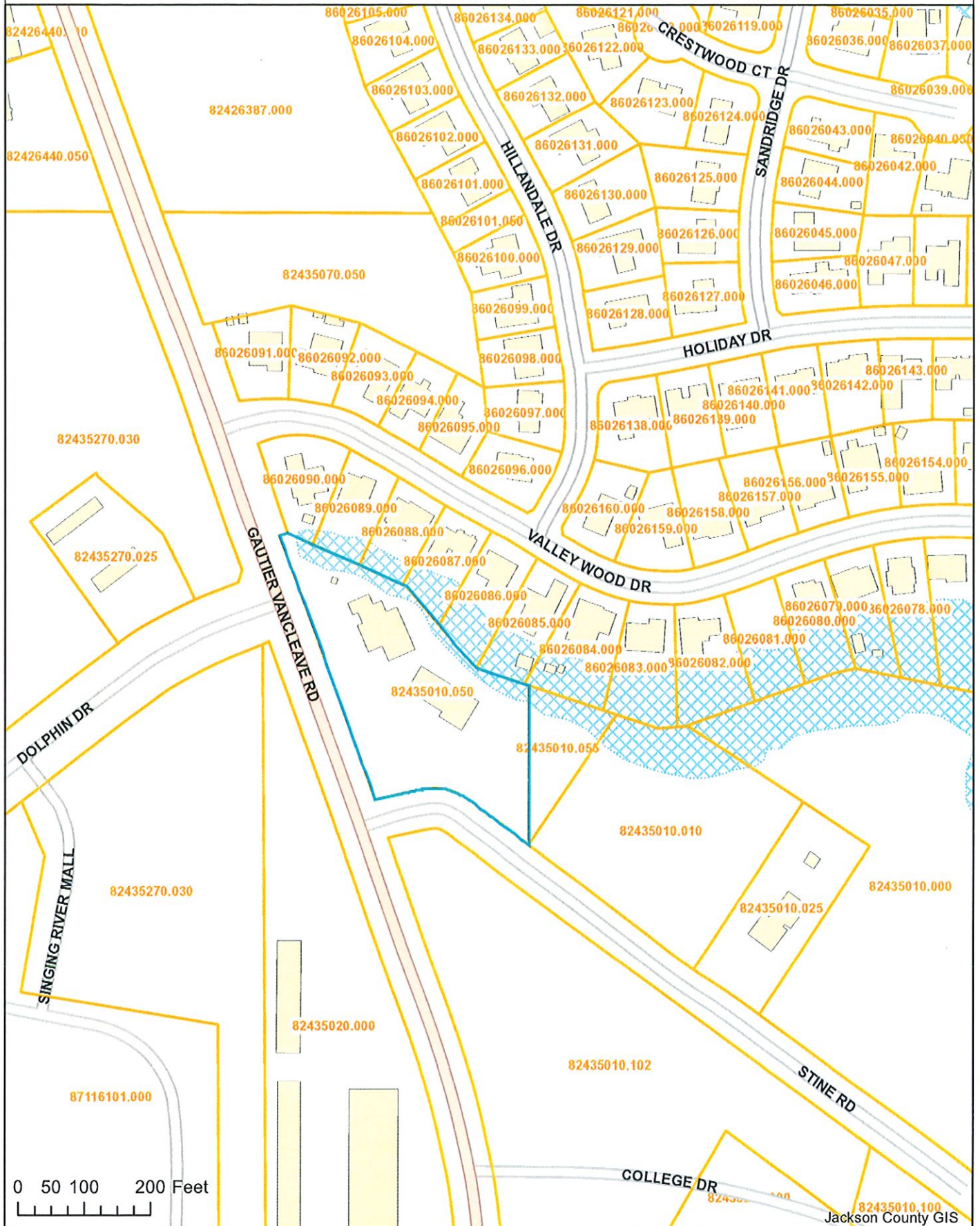


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

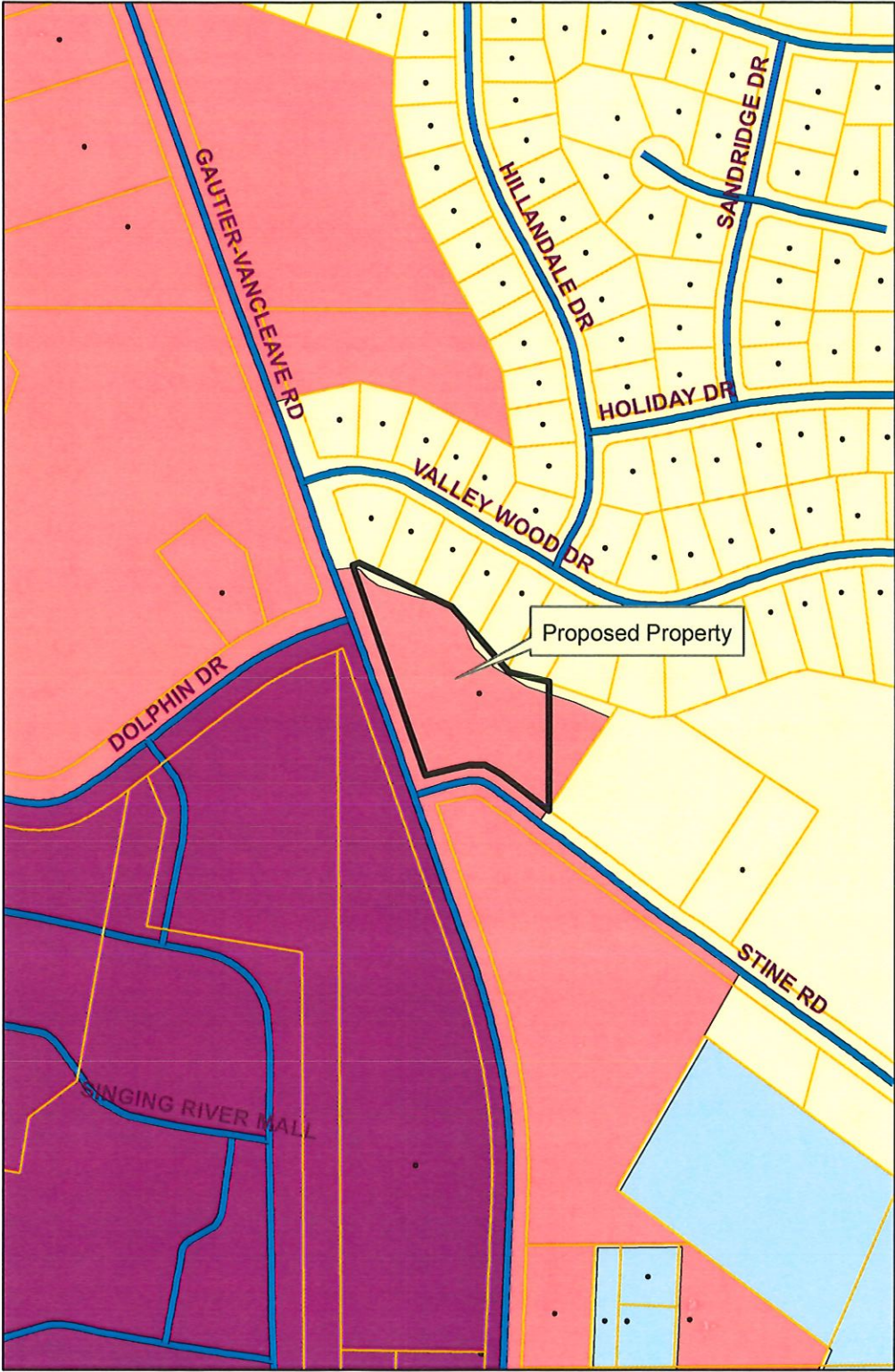


Exhibit C

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

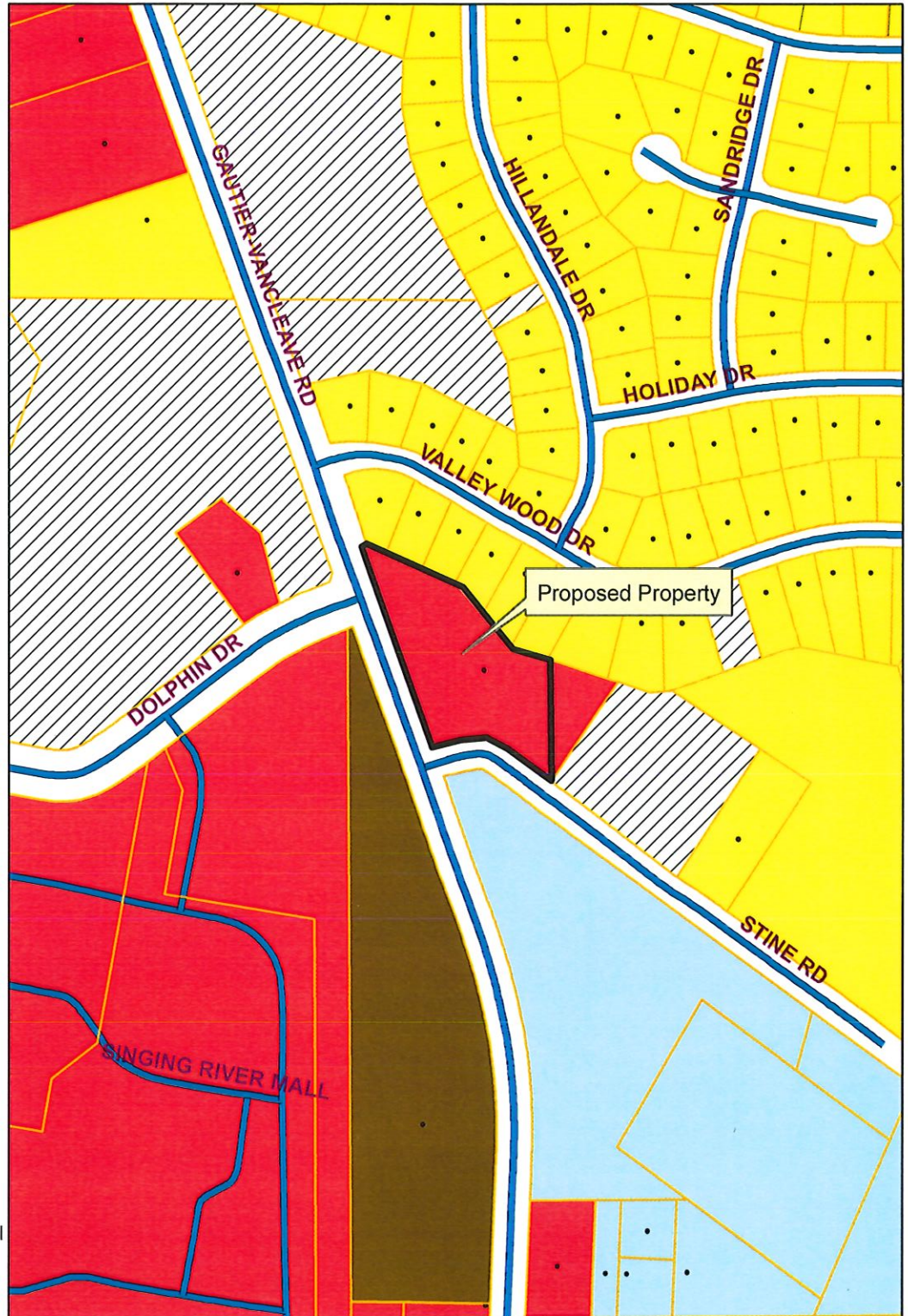


Exhibit D

Future Land-Use

Prepared By:

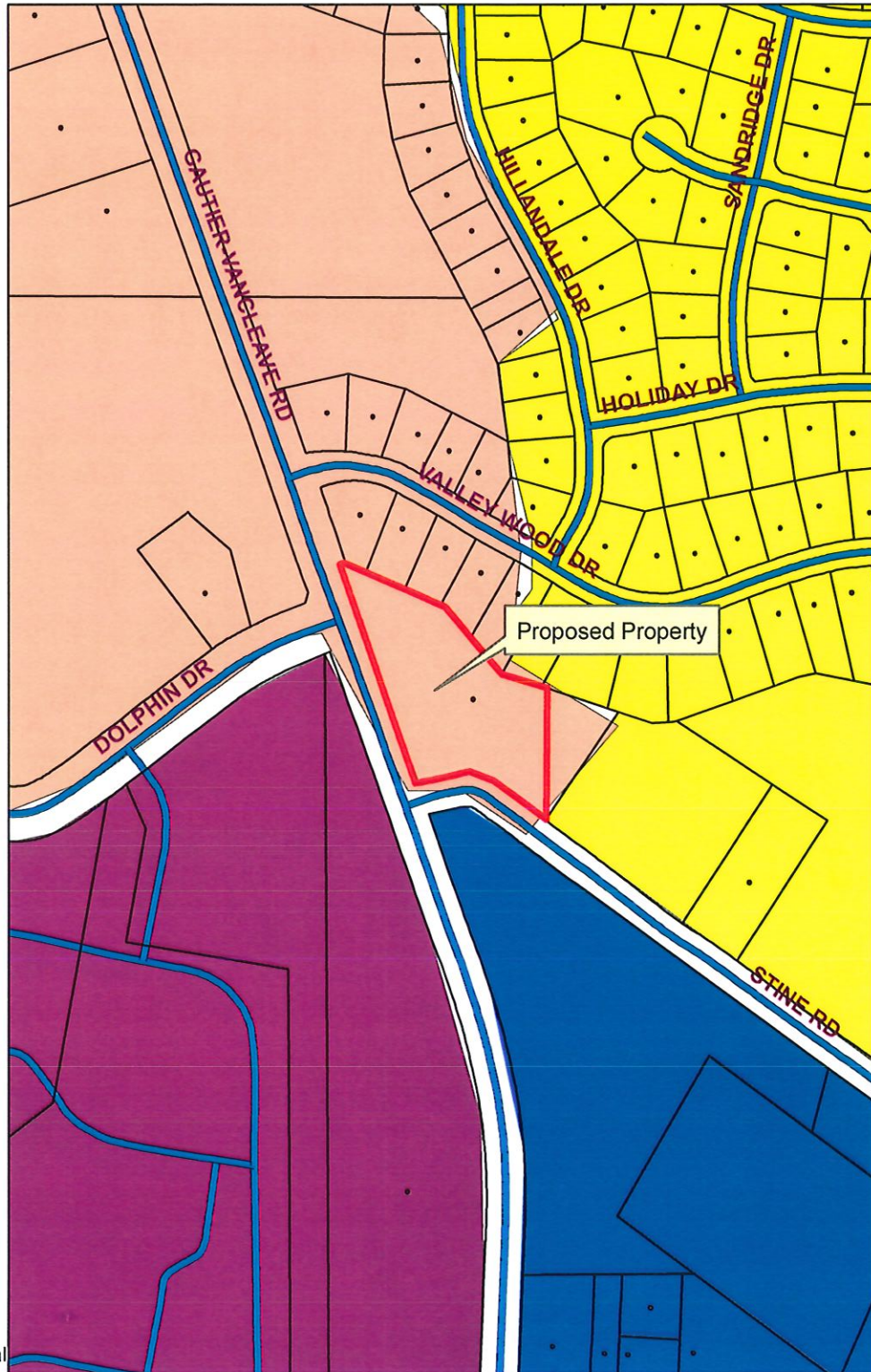
City of Gautier
Planning Department

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

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

ORDER NUMBER 737-2024

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 George**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by 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

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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

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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

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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

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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

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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	

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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

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

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

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

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	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

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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

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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

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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

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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

Councilman Jackson requested to pull Consent Agenda Item 7 for further discussion.

Councilman Colledge requested to pull Consent Agenda Items 12 and 13 for further discussion.

Councilman Gollott made the motion to approve consent agenda items 1-6, and 8-11 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 737-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 and 8-11 are hereby approved.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 739-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 740-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 741-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded

:

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

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

	DECEMBER 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
	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							

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

ORDER NUMBER 742-2024

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 guarantee, 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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

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

QUOTE

Date: November 18, 2024
Quote # [2024-79]

Southern State K-9, LLC
362 Lynn Ray Road
Petal, MS 39465
601-606-9269
southernstatek9@gmail.com

TO: Gautier P D

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Bubba Howell	Gautier P D	Due on Receipt	30 days net

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

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

ORDER NUMBER 743-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 744-2024

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;

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, with Huey Lofton as park ranger, is 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
 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 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: _____

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

ORDER NUMBER 745-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 746-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 747-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 748-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

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

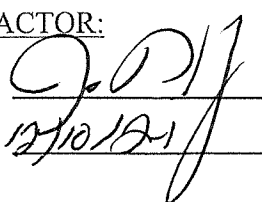
The original Contract Time: 150

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

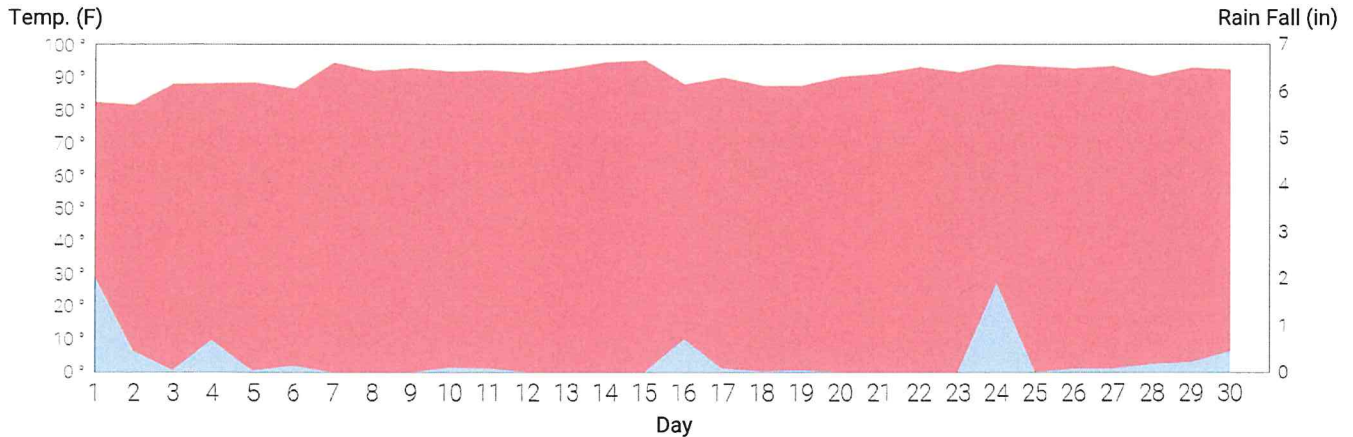


Singing River Water and Sewer

[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%

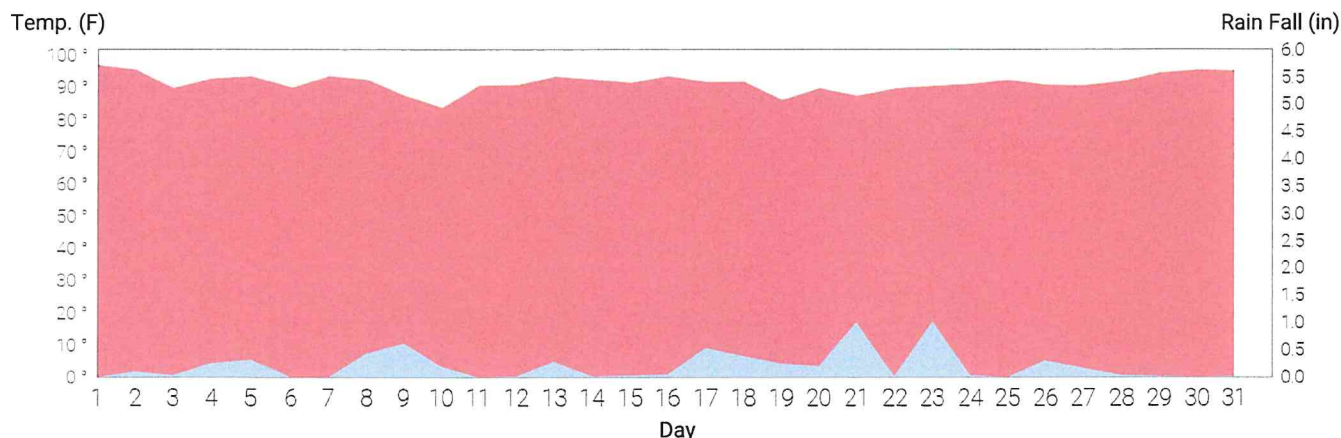


Singing River Water and Sewer

[Full Weather Report](#)

Weather Jul. 2024

● Temperature ● Rain Fall



Weather Jul. 2024

25 Days

25 Days

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°	96°	90°	93°	94°	90°
Clear Wind: 10 MPH N Precipitation: 0.0" Humidity: 76%	Rain Wind: 11 MPH E Precipitation: 0.08" Humidity: 77%	Rain Wind: 9 MPH S Precipitation: 0.03" Humidity: 79%	Rain Wind: 9 MPH W Precipitation: 0.25" Humidity: 80%	Rain Wind: 12 MPH SW Precipitation: 0.31" Humidity: 81%	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°	93°	88°	84°	91°	91°
Partly cloudy Wind: 10 MPH SE Precipitation: 0.0" Humidity: 74%	Rain Wind: 13 MPH SE Precipitation: 0.43" Humidity: 74%	Rain Wind: 15 MPH SW Precipitation: 0.61" Humidity: 81%	Rain Wind: 8 MPH NE Precipitation: 0.19" Humidity: 83%	Partly cloudy Wind: 9 MPH SW Precipitation: 0.0" Humidity: 75%	Rain Wind: 7 MPH SW Precipitation: 0.0" Humidity: 75%
Sunday 07/14/24	Monday 07/15/24	Tuesday 07/16/24	Wednesday 07/17/24	Thursday 07/18/24	Friday 07/19/24
93°	92°	94°	92°	92°	86°
Rain Wind: 17 MPH SE Precipitation: 0.01" Humidity: 77%	Rain Wind: 10 MPH W Precipitation: 0.02" Humidity: 74%	Rain Wind: 8 MPH SW Precipitation: 0.05" Humidity: 73%	Rain Wind: 8 MPH NW Precipitation: 0.52" Humidity: 78%	Rain Wind: 9 MPH NW Precipitation: 0.37" Humidity: 80%	Rain Wind: 11 MPH E Precipitation: 0.24" Humidity: 84%
Sunday 07/21/24	Monday 07/22/24	Tuesday 07/23/24	Wednesday 07/24/24	Thursday 07/25/24	Friday 07/26/24
88°	90°	91°	91°	92°	91°
Rain Wind: 11 MPH SW Precipitation: 1.0"	Rain Wind: 9 MPH SW Precipitation: 0.01"	Rain Wind: 8 MPH S Precipitation: 1.01"	Rain Wind: 9 MPH SW Precipitation: 0.02"	Partly cloudy Wind: 8 MPH E Precipitation: 0.0"	Rain Wind: 18 MPH E Precipitation: 0.3"
Saturday 07/27/24					
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%

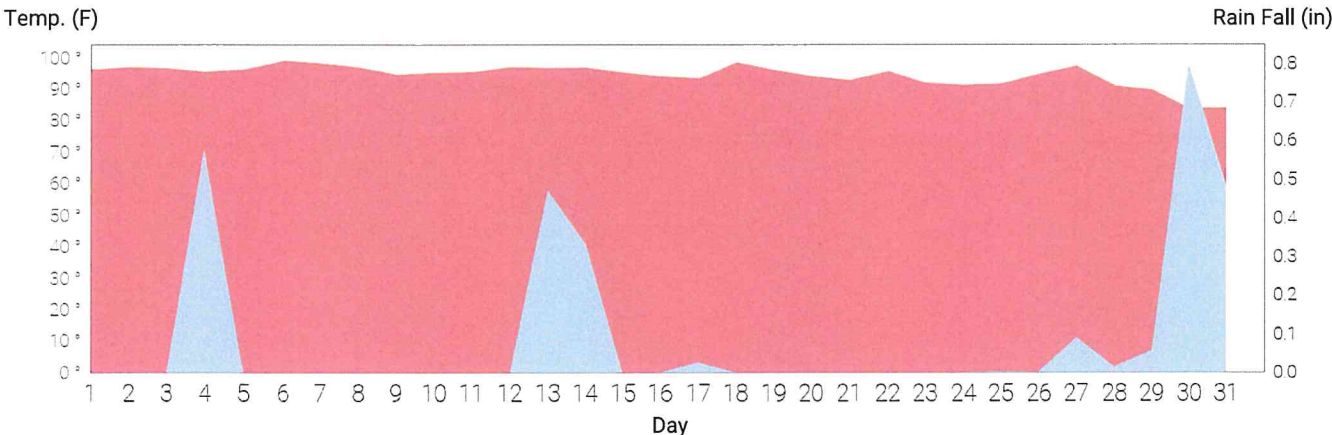


Singing River Water and Sewer

[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%

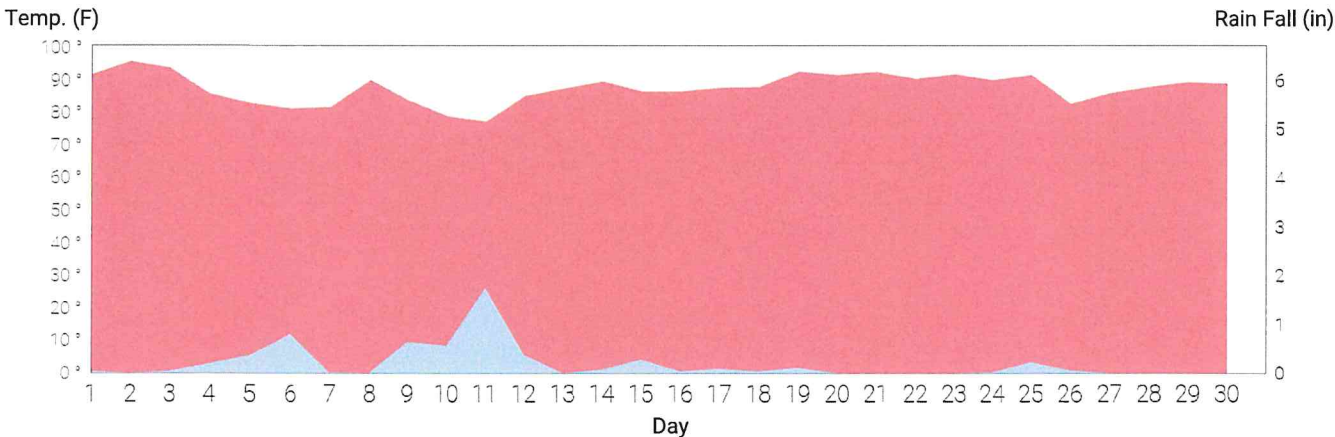


Singing River Water and Sewer

[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%

Bottom 2 Top
Underground Utility Construction
at 225-731-3796 at 225-334-3739

● Temperature ● Rain Fall



3 DAYS

Powered by BAKKEN

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%

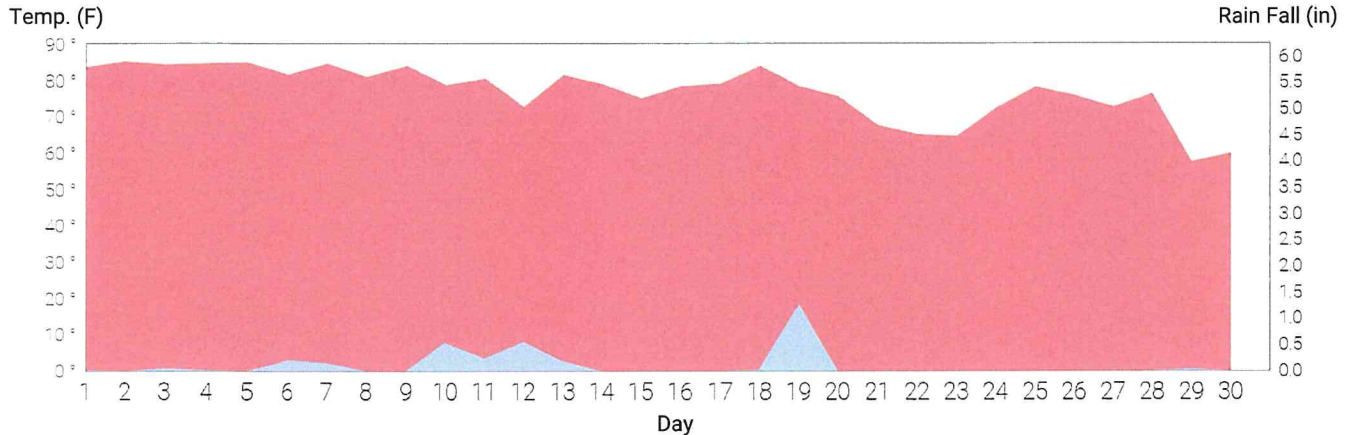


Singing River Water and Sewer

[Full Weather Report](#)

Weather Nov. 2024

● Temperature ● Rain Fall



Weather Nov. 2024

12 Days

12 Days

Friday
11/01/24

84 °

Rain
Wind: 9 MPH E
Precipitation: 0.0"
Humidity: 77%

Saturday
11/02/24

86 °

Clear
Wind: 13 MPH E
Precipitation: 0.0"
Humidity: 74%

Sunday
11/03/24

85 °

Rain
Wind: 16 MPH SE
Precipitation: 0.05"
Humidity: 79%

Monday
11/04/24

85 °

Rain
Wind: 20 MPH SE
Precipitation: 0.01"
Humidity: 74%

Tuesday
11/05/24

85 °

Partly cloudy
Wind: 14 MPH SE
Precipitation: 0.0"
Humidity: 75%

Wednesday
11/06/24

82 °

Rain
Wind: 9 MPH E
Precipitation: 0.21"
Humidity: 86%

Thursday
11/07/24

85 °

Rain
Wind: 10 MPH NE
Precipitation: 0.15"
Humidity: 84%

Friday
11/08/24

81 °

Partly cloudy
Wind: 10 MPH NE
Precipitation: 0.0"
Humidity: 83%

Saturday
11/09/24

84 °

Partly cloudy
Wind: 16 MPH E
Precipitation: 0.0"
Humidity: 80%

Sunday
11/10/24

79 °

Rain
Wind: 11 MPH E
Precipitation: 0.54"
Humidity: 85%

Monday
11/11/24

81 °

Rain
Wind: 13 MPH NE
Precipitation: 0.24"
Humidity: 82%

Tuesday
11/12/24

73 °

Rain
Wind: 13 MPH NE
Precipitation: 0.55"
Humidity: 88%

Wednesday
11/13/24

82 °

Rain
Wind: 18 MPH SE
Precipitation: 0.19"
Humidity: 84%

Thursday
11/14/24

79 °

Clear
Wind: 15 MPH N
Precipitation: 0.0"
Humidity: 68%

Friday
11/15/24

75 °

Clear
Wind: 12 MPH N
Precipitation: 0.0"
Humidity: 69%

Saturday
11/16/24

79 °

Clear
Wind: 9 MPH E
Precipitation: 0.0"
Humidity: 75%

Sunday
11/17/24

79 °

Partly cloudy
Wind: 10 MPH E
Precipitation: 0.0"

Monday
11/18/24

84 °

Rain
Wind: 16 MPH SE
Precipitation: 0.0"

Tuesday
11/19/24

79 °

Rain
Wind: 15 MPH S
Precipitation: 1.26"

Wednesday
11/20/24

76 °

Clear
Wind: 17 MPH NW
Precipitation: 0.0"

Thursday
11/21/24

68 °

Clear
Wind: 13 MPH NW
Precipitation: 0.0"

Friday
11/22/24

65 °

Clear
Wind: 11 MPH N
Precipitation: 0.0"

Saturday
11/23/24

65 °

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%

Councilman Colledge made the motion to enter into a Subaward Agreement with the Mississippi Department of Environmental Quality for Shepard State Park Recreational Enhancement Project. 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 749-2024

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 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
 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 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

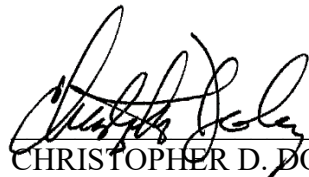
5. It is resolved that after a thorough review of the proposed activities, the duly authorized officials for the Mississippi TIG authorize the release of funds. This resolution may be executed in counterparts.

RESTORATION IN MISSISSIPPI TRUSTEE IMPLEMENTATION GROUP



CHRIS WELLS

Trustee Council Designee, Mississippi Department of Environmental Quality



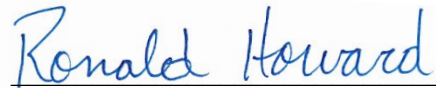
CHRISTOPHER D. DOLEY

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.

Councilman Colledge recused himself from the consideration of consent agenda items 12 and 13.

Councilman Gollott made the motion to authorize the City Manager to execute the MDOT Utility Permit applications for Legacy Park, as presented. 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 750-2024

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 **Councilman Gollott**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Adam Colledge**

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 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

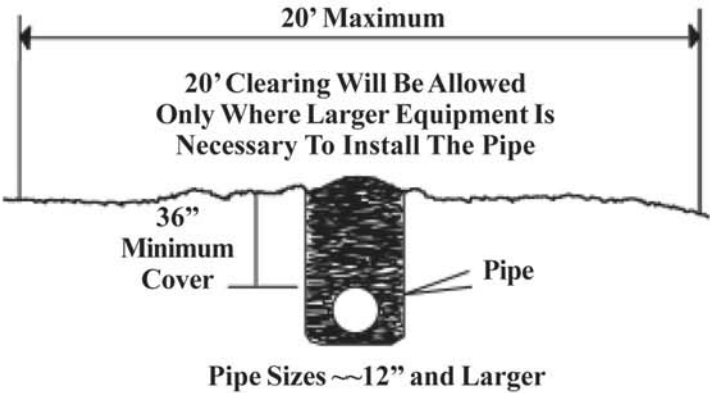
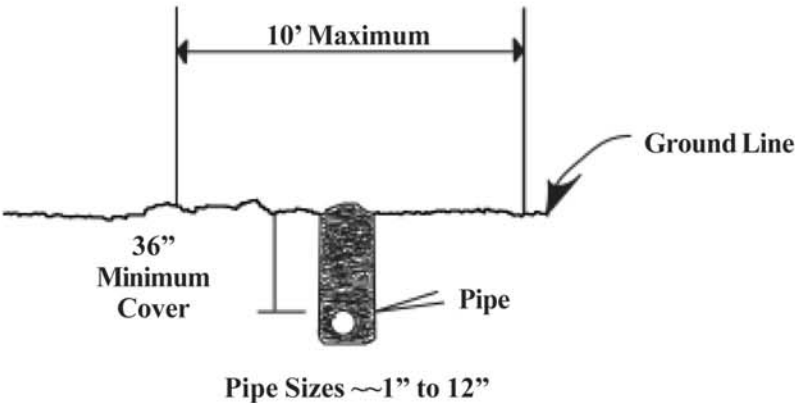
Printed Name of Applicant

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. _____

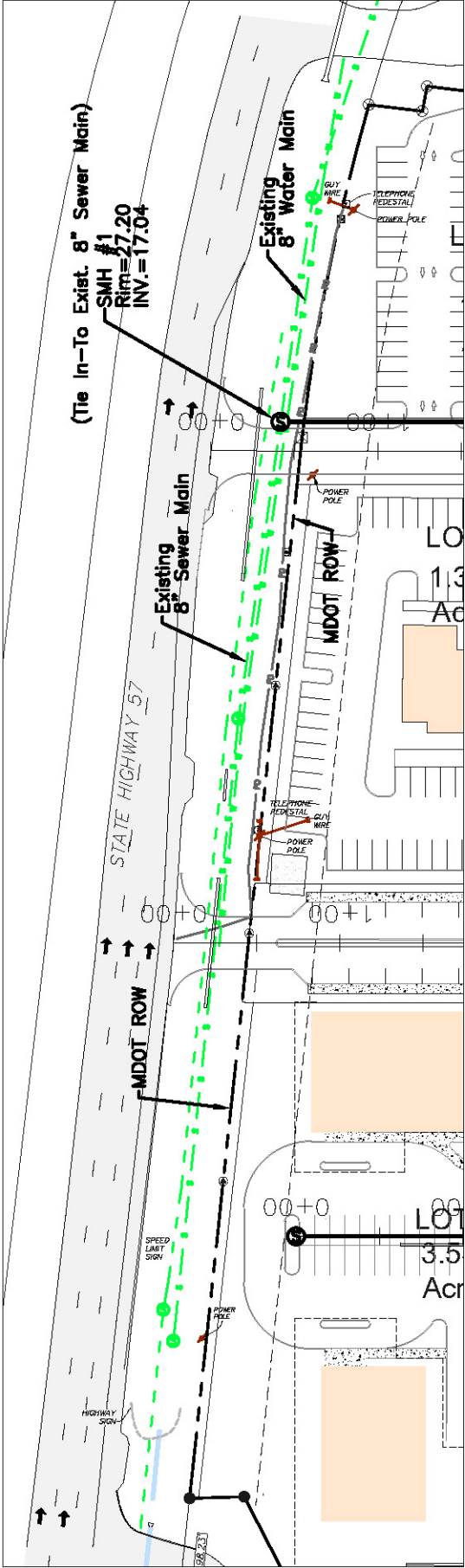


The clearing and pruning limits indicated on this form are the maximum widths of trees and other vegetation allowed to be removed. However, special cases may arise where additional clearing and pruning would be necessary to better fit field conditions. If so, the District Engineer or his/her authorized 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

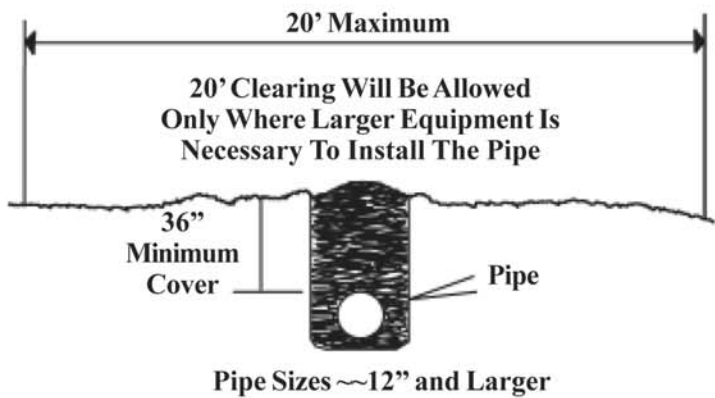
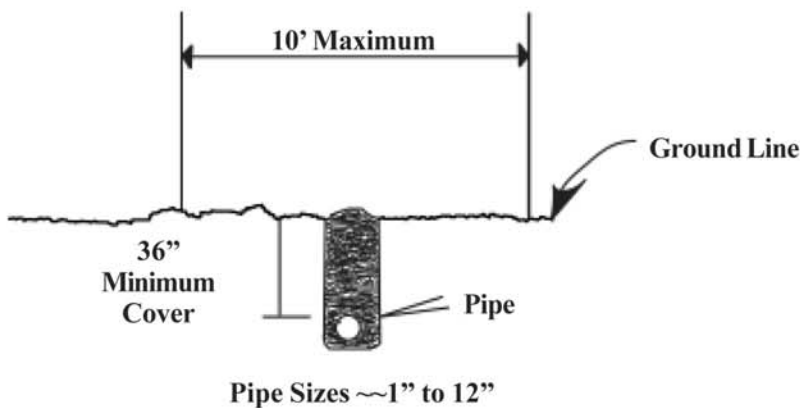
Printed Name of Applicant

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. _____

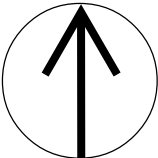


The clearing and pruning limits indicated on this form are the maximum widths of trees and other vegetation allowed to be removed. However, special cases may arise where additional clearing and pruning would be necessary to better fit field conditions. If so, the District Engineer or his/her authorized 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).

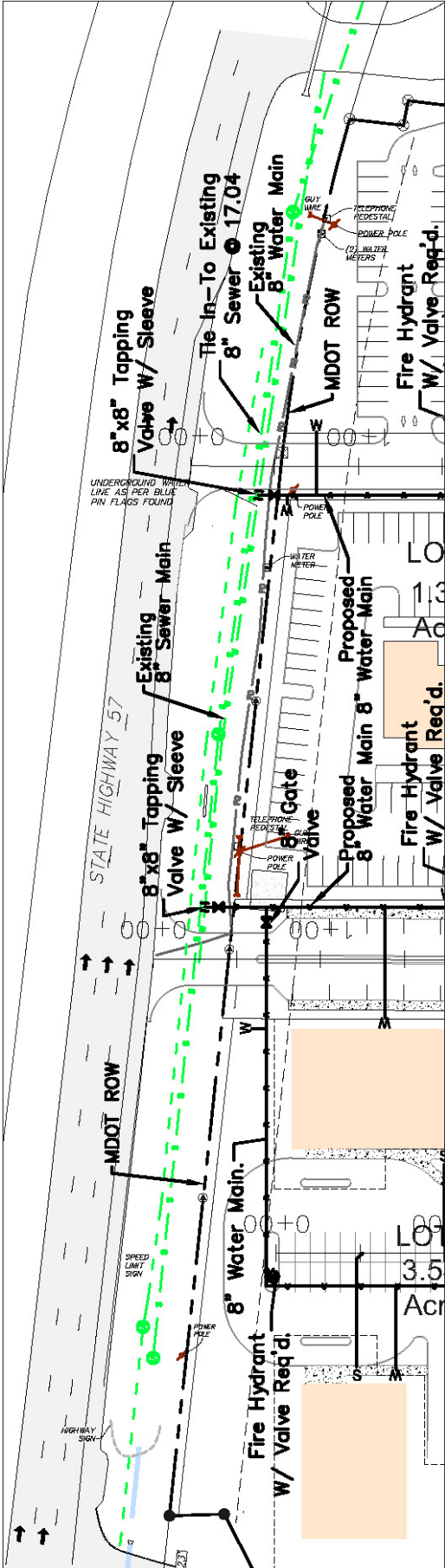
Sheet No.: 5 of 7

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____

Councilman Gollott made the motion to approve the request for MDOT approval regarding drive connections for Legacy Park. 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 751-2024

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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAY: **None**

ABSENT: **Adam Colledge**

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 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

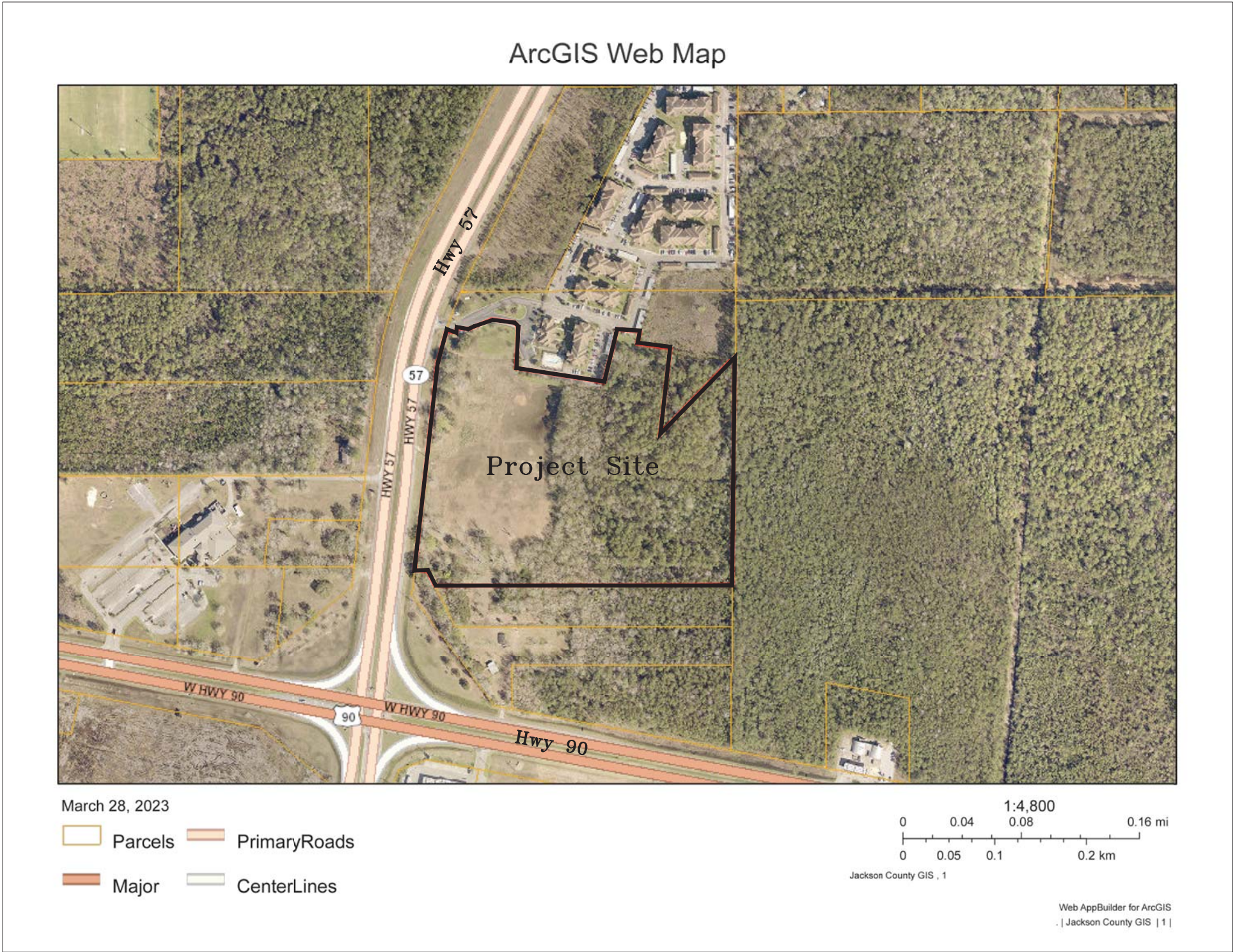
4416 Hwy 57 Gautier

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

CAP
DETAIL:

DETAIL OF TYPICAL CAP
FOR 1/2"X18" REBAR
SET BY PATRICK M.
MARTINO, P.L.S.

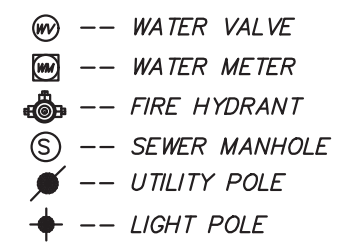
BASIS OF ELEVATION:
NATIONAL GEODETIC SURVEY (NGS) BENCHMARK
DESIGNATION - K364
PID - BH3225
STATE/COUNTY - MS/JACKSON
USGS QUAD - GAUTIER NORTH (1982)

STATION DESCRIPTION:
8.80 MILES SOUTHERLY ALONG STATE HIGHWAY 57 FROM
THE POST OFFICE IN VANCELEAVE, 230.0 FEET EAST OF THE
CENTERLINE OF THE NORTHBOUND LANES OF THE HIGHWAY.
199.8 FEET NORTH-NORTHEAST OF THE CENTERLINE OF THE
WESTBOUND LANES OF U.S. HIGHWAY 90, 11.5 FEET SOUTH
OF A UTILITY POLE, 4.9 FEET SOUTHWEST OF A WITNESS
POST, AND 1.6 FEET ABOVE THE LEVEL OF THE HIGHWAY.

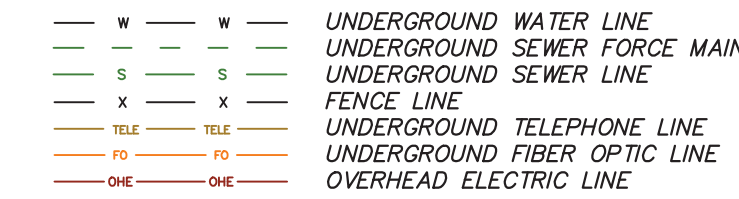
PUBLISHED STATE PLANE EAST COORDINATES
NORTH=328,374.01, EAST=1,020,427.82 (UNITS=ft)

SAID POINT HAVING A PUBLISHED ELEVATION OF 24.41 FEET.
(NAVD 88/GEOD12B)

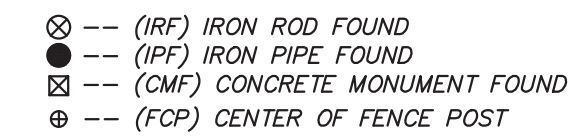
UTILITY LEGEND:



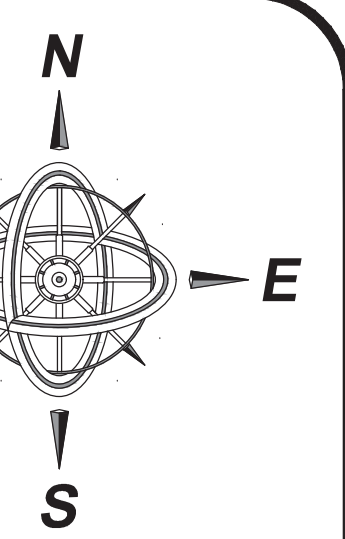
LINE LEGEND:



LEGEND:



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

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST A DISTANCE OF 237.31 FEET TO AN IRON ROD SET; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST A DISTANCE OF 816.50 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 01 MINUTES 56 SECONDS WEST A DISTANCE OF 187.40 FEET TO AN IRON PIPE FOUND; THENCE NORTH 89 DEGREES 40 MINUTES 26 SECONDS WEST A DISTANCE OF 1081.91 FEET TO AN IRON PIPE FOUND; THENCE NORTH 26 DEGREES 36 MINUTES 10 SECONDS WEST A DISTANCE OF 53.71 FEET TO AN IRON PIPE FOUND; THENCE NORTH 88 DEGREES 03 MINUTES 53 SECONDS WEST A DISTANCE OF 34.41 FEET TO AN IRON PIPE FOUND ON THE EAST RIGHT-OF-WAY OF MISSISSIPPI STATE HIGHWAY 57; THENCE NORTH 08 DEGREES 03 MINUTES 58 SECONDS EAST A DISTANCE OF 641.69 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST RIGHT-OF-WAY OF MISSISSIPPI STATE HIGHWAY 57; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 204.33 FEET, WITH A RADIUS OF 1247.20 FEET, WITH A CHORD BEARING OF NORTH 11 DEGREES 15 MINUTES 45 SECONDS EAST A DISTANCE OF 224.61 FEET TO AN IRON ROD SET; THENCE SOUTH 23 DEGREES 13 SECONDS TO AN IRON ROD SET ON THE EAST RIGHT-OF-WAY OF MISSISSIPPI STATE HIGHWAY 57; THENCE WITH AN ARC LENGTH OF 164.48 FEET, WITH A RADIUS OF 1247.20 FEET, WITH A CHORD BEARING OF NORTH 19 DEGREES 03 SECONDS EAST, WITH A CHORD LENGTH OF 164.36 FEET, WITH A DELTA ANGLE OF 7 DEGREES 33 MINUTES 22 SECONDS TO AN IRON ROD FOUND ON THE EAST RIGHT-OF-WAY OF MISSISSIPPI STATE HIGHWAY 57; THENCE SOUTH 89 DEGREES 37 MINUTES 03 SECONDS EAST A DISTANCE OF 284.71 FEET TO AN IRON PIPE FOUND; THENCE NORTH 27 DEGREES 58 MINUTES 43 SECONDS EAST A DISTANCE OF 860.62 FEET TO AN IRON PIPE FOUND; THENCE NORTH 28 DEGREES 42 MINUTES 27 SECONDS EAST A DISTANCE OF 22.61 FEET TO AN IRON ROD FOUND; THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS EAST A DISTANCE OF 280.27 FEET TO AN IRON ROD FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 52 SECONDS EAST A DISTANCE OF 123.05 FEET TO AN IRON PIPE FOUND; THENCE NORTH 89 DEGREES 15 MINUTES 43 SECONDS EAST A DISTANCE OF 819.97 FEET TO A POINT IN THE CENTER OF DITCH, (SAID POINT LIES SOUTH 89 DEGREES 30 MINUTES 13 SECONDS WEST A DISTANCE OF 6.81 FEET FROM AN IRON ROD FOUND WHICH SERVES AS A WITNESS MONUMENT); THENCE SOUTH 00 DEGREES 23 MINUTES 48 SECONDS EAST A DISTANCE OF 661.30 FEET TO A POINT 1/4 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 SOUTHWEST 1/4 OF SAID SECTION, THENCE SOUTH 00 DEGREES 02 MINUTES 33 SECONDS WEST A DISTANCE OF 237.31 FEET TO AN IRON ROD SET; THENCE SOUTH 43 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 394.45 FEET TO AN IRON ROD SET; THENCE NORTH 07 DEGREES 13 MINUTES 08 SECONDS EAST A DISTANCE OF 318.03 FEET TO AN IRON ROD SET; THENCE NORTH 82 DEGREES 52 MINUTES 51 SECONDS WEST A DISTANCE OF 123.62 FEET TO AN IRON ROD SET; THENCE NORTH 15 DEGREES 34 MINUTES 43 SECONDS EAST A DISTANCE OF 45.59 FEET TO AN IRON ROD SET; THENCE NORTH 82 DEGREES 52 MINUTES 51 SECONDS WEST A DISTANCE OF 81.71 FEET TO AN IRON ROD SET; THENCE SOUTH 13 DEGREES 46 MINUTES 34 SECONDS WEST A DISTANCE OF 205.69 FEET TO AN IRON ROD SET; THENCE NORTH 80 DEGREES 42 MINUTES 33 SECONDS WEST A DISTANCE OF 321.62 FEET TO AN IRON ROD SET; THENCE NORTH 02 DEGREES 30 MINUTES 08 SECONDS EAST A DISTANCE OF 153.11 FEET TO AN IRON ROD SET; THENCE NORTH 41 DEGREES 25 MINUTES 36 SECONDS WEST A DISTANCE OF 18.91 FEET TO AN IRON ROD SET; THENCE NORTH 81 DEGREES 00 MINUTES 43 SECONDS WEST A DISTANCE OF 79.54 FEET TO AN IRON ROD SET; THENCE SOUTH 85 DEGREES 51 MINUTES 17 SECONDS WEST A DISTANCE OF 89.57 FEET TO AN IRON ROD SET; THENCE NORTH 83 DEGREES 24 MINUTES 46 SECONDS WEST A DISTANCE OF 44.68 FEET TO AN IRON ROD SET; THENCE SOUTH 10 DEGREES 36 MINUTES 56 SECONDS WEST A DISTANCE OF 15.04 FEET TO AN IRON ROD SET; THENCE NORTH 83 DEGREES 24 MINUTES 46 SECONDS WEST A DISTANCE OF 32.31 FEET TO AN IRON ROD SET ON THE EAST MARGIN OF HIGHWAY 57; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 164.48 FEET, WITH A RADIUS OF 1247.20 FEET, WITH A CHORD BEARING OF NORTH 19 DEGREES 03 SECONDS EAST, WITH A CHORD LENGTH OF 164.36 FEET ALONG THE EAST MARGIN OF HIGHWAY 57 TO AN IRON ROD FOUND; THENCE SOUTH 89 DEGREES 37 MINUTES 03 SECONDS EAST A DISTANCE OF 194.44 FEET TO AN IRON ROD SET; THENCE SOUTH 89 DEGREES 37 MINUTES 03 SECONDS EAST A DISTANCE OF 90.27 FEET TO AN IRON PIPE FOUND; THENCE NORTH 27 DEGREES 58 MINUTES 43 SECONDS EAST A DISTANCE OF 860.62 FEET TO AN IRON ROD FOUND; THENCE NORTH 28 DEGREES 42 MINUTES 27 SECONDS EAST A DISTANCE OF 22.61 FEET TO AN IRON ROD FOUND; THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS EAST A DISTANCE OF 280.27 FEET TO AN IRON ROD FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 52 SECONDS EAST A DISTANCE OF 123.05 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 17 MINUTES 25 SECONDS WEST A DISTANCE OF 658.95 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 17.8 ACRES MORE OR LESS.

LESS AND EXCEPT:

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 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 SOUTHWEST 1/4 OF SAID SECTION, THENCE SOUTH 00 DEGREES 02 MINUTES 33 SECONDS WEST A DISTANCE OF 237.31 FEET TO AN IRON ROD SET; THENCE SOUTH 43 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 394.45 FEET TO AN IRON ROD SET; THENCE NORTH 07 DEGREES 13 MINUTES 08 SECONDS EAST A DISTANCE OF 318.03 FEET TO AN IRON ROD SET; THENCE NORTH 82 DEGREES 52 MINUTES 51 SECONDS WEST A DISTANCE OF 123.62 FEET TO AN IRON ROD SET; THENCE NORTH 15 DEGREES 34 MINUTES 43 SECONDS EAST A DISTANCE OF 45.59 FEET TO AN IRON ROD SET; THENCE NORTH 82 DEGREES 52 MINUTES 51 SECONDS WEST A DISTANCE OF 81.71 FEET TO AN IRON ROD SET; THENCE SOUTH 13 DEGREES 46 MINUTES 34 SECONDS WEST A DISTANCE OF 205.69 FEET TO AN IRON ROD SET; THENCE NORTH 80 DEGREES 42 MINUTES 33 SECONDS WEST A DISTANCE OF 321.62 FEET TO AN IRON ROD SET; THENCE NORTH 02 DEGREES 30 MINUTES 08 SECONDS EAST A DISTANCE OF 153.11 FEET TO AN IRON ROD SET; THENCE NORTH 41 DEGREES 25 MINUTES 36 SECONDS WEST A DISTANCE OF 18.91 FEET TO AN IRON ROD SET; THENCE NORTH 81 DEGREES 00 MINUTES 43 SECONDS WEST A DISTANCE OF 79.54 FEET TO AN IRON ROD SET; THENCE SOUTH 85 DEGREES 51 MINUTES 17 SECONDS WEST A DISTANCE OF 89.57 FEET TO AN IRON ROD SET; THENCE NORTH 83 DEGREES 24 MINUTES 46 SECONDS WEST A DISTANCE OF 44.68 FEET TO AN IRON ROD SET; THENCE SOUTH 10 DEGREES 36 MINUTES 56 SECONDS WEST A DISTANCE OF 15.04 FEET TO AN IRON ROD SET; THENCE NORTH 83 DEGREES 24 MINUTES 46 SECONDS WEST A DISTANCE OF 32.31 FEET TO AN IRON ROD SET ON THE EAST MARGIN OF HIGHWAY 57; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 164.48 FEET, WITH A RADIUS OF 1247.20 FEET, WITH A CHORD BEARING OF NORTH 19 DEGREES 03 SECONDS EAST, WITH A CHORD LENGTH OF 164.36 FEET ALONG THE EAST MARGIN OF HIGHWAY 57 TO AN IRON ROD FOUND; THENCE SOUTH 89 DEGREES 37 MINUTES 03 SECONDS EAST A DISTANCE OF 194.44 FEET TO AN IRON ROD SET; THENCE SOUTH 89 DEGREES 37 MINUTES 03 SECONDS EAST A DISTANCE OF 90.27 FEET TO AN IRON PIPE FOUND; THENCE NORTH 27 DEGREES 58 MINUTES 43 SECONDS EAST A DISTANCE OF 860.62 FEET TO AN IRON ROD FOUND; THENCE NORTH 28 DEGREES 42 MINUTES 27 SECONDS EAST A DISTANCE OF 22.61 FEET TO AN IRON ROD FOUND; THENCE SOUTH 89 DEGREES 22 MINUTES 06 SECONDS EAST A DISTANCE OF 280.27 FEET TO AN IRON ROD FOUND; THENCE SOUTH 00 DEGREES 43 MINUTES 52 SECONDS EAST A DISTANCE OF 123.05 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 17 MINUTES 25 SECONDS WEST A DISTANCE OF 658.95 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 14.8 ACRES MORE OR LESS.

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 GAUTIER 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 CERTIFICATION 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 EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.
- 3.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 4.) REVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET CETERA. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. 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. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER 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

DATE OF FIELD SURVEY
7/07/2023

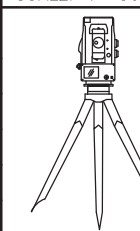
THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.

CLIENT:
DR. SATJIT
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39222
PHONE: 228-396-2263
EMAIL: PATRICKMARTINOSURVEYING.COM

TAX PARCEL No.:
8243000.050

DATE: 7/07/2023
REVISION:

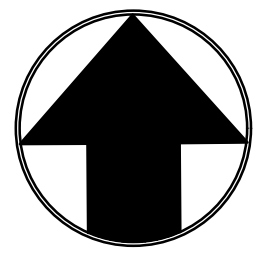
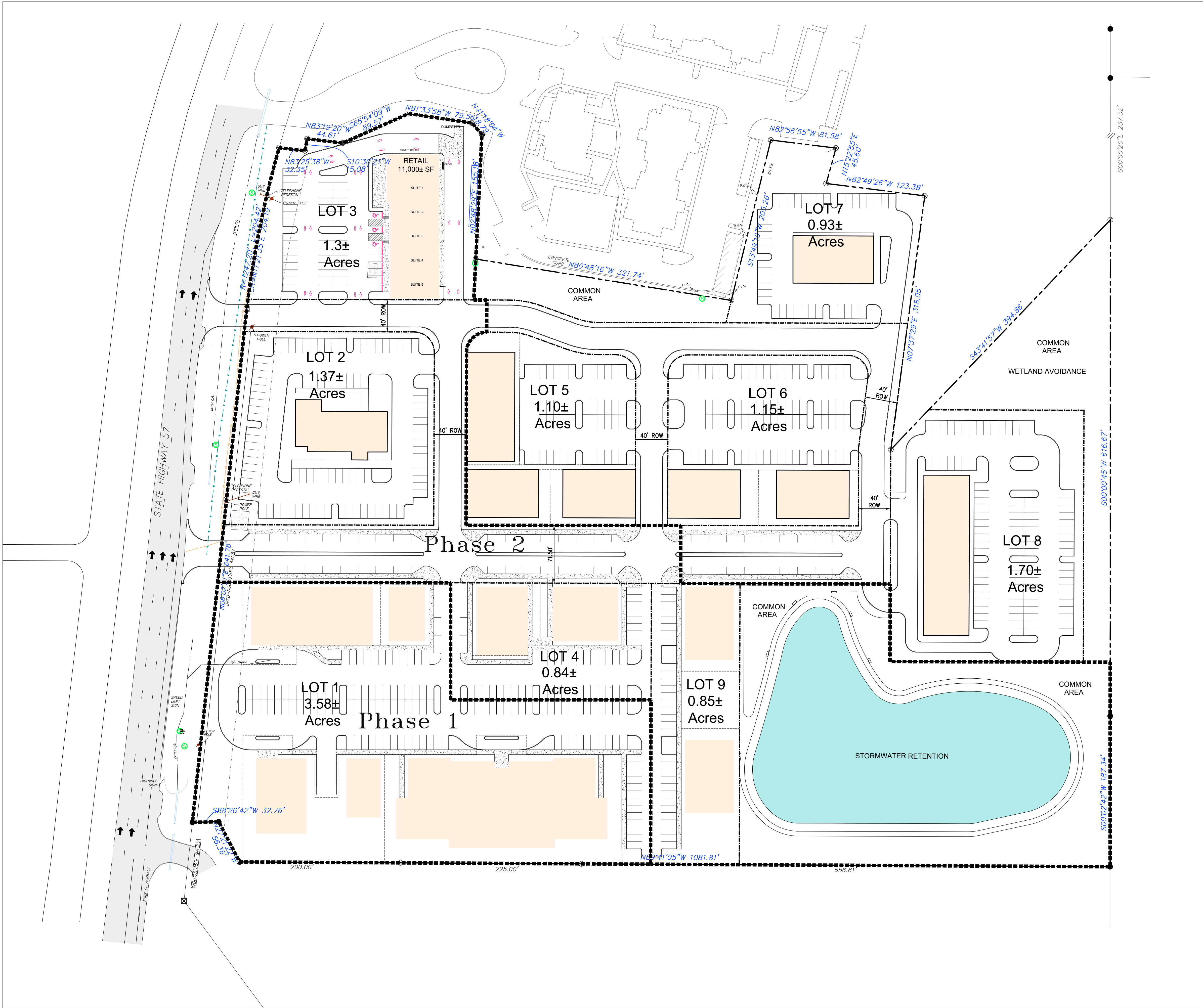
CREW CHIEF: JS
DRAWN BY: JAG
JOBS: P23431
CODS: P18108



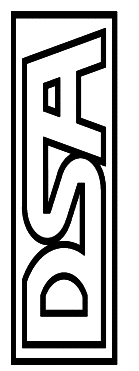
PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39222
PHONE: 228-396-2263
EMAIL: PATRICKMARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

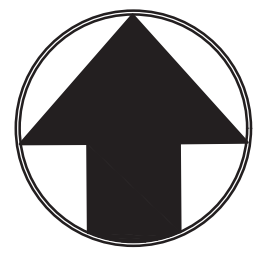
FLOOD ZONE EXPLANATION:

- X - AREAS DETERMINED TO BE OUTSIDE THE
0.2% ANNUAL CHANCE FLOODPLAIN.



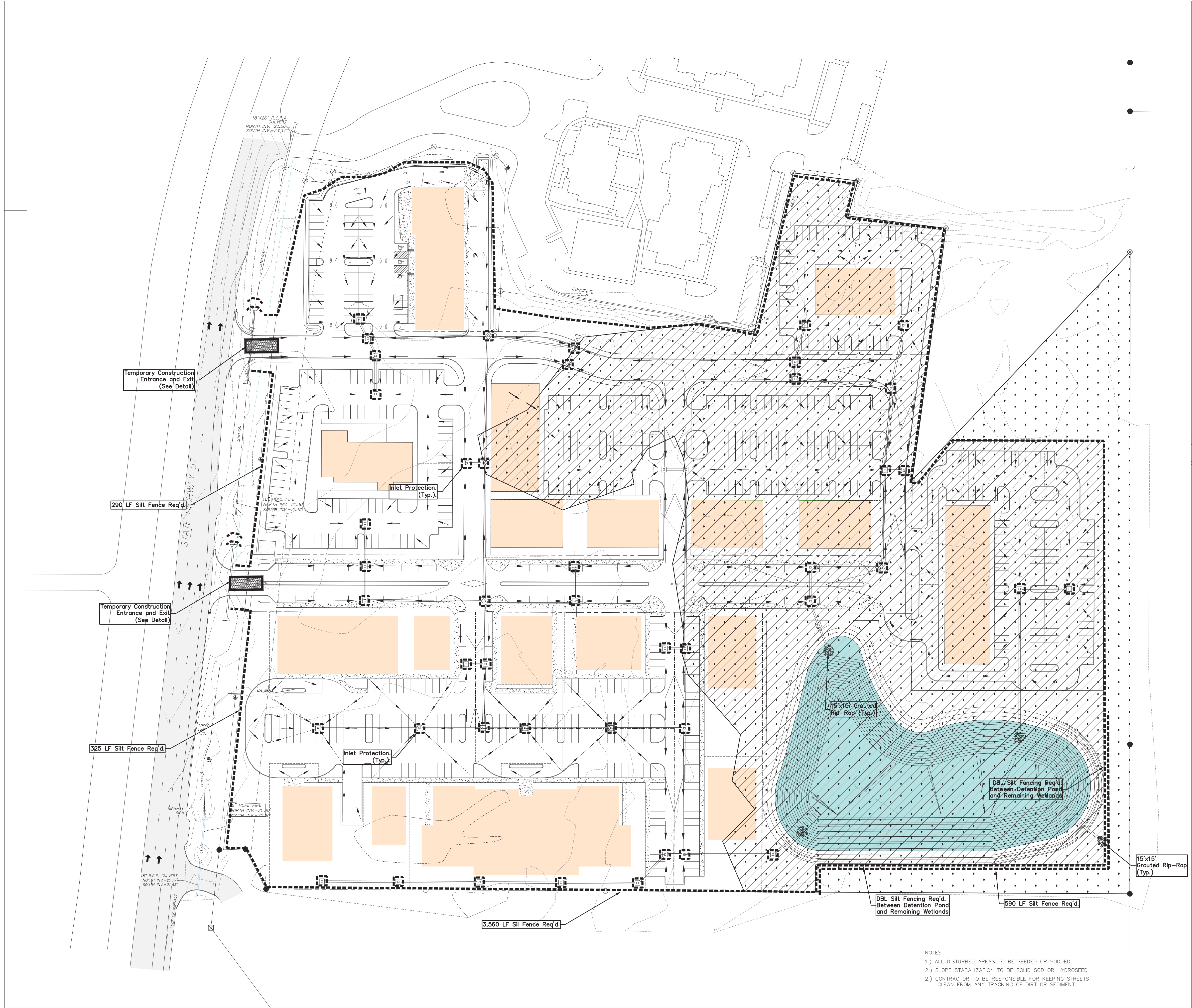
1"=60'

	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
			REVISION 11/18/24	DRAWN JCH
			CHECKED 	DATE January 2024
			SHEET 3	
PROJECT NO. 896				



1"=60'

REVISED	SHEET TITLE Traffic Control Plan	PROJECT NAME Legacy 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
DRAWN				
CHECKED				
DATE January 2024				
PROJECT NO. 896				



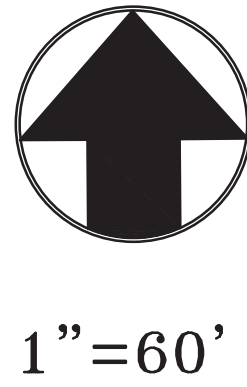
Impacted Wetlands

- 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	PROJECT NAME Legacy 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. Consulting Engineers		SHEET 5	PROJECT NO. 896
DRAWN JCH							
CHECKED							
DATE February 2024							

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.

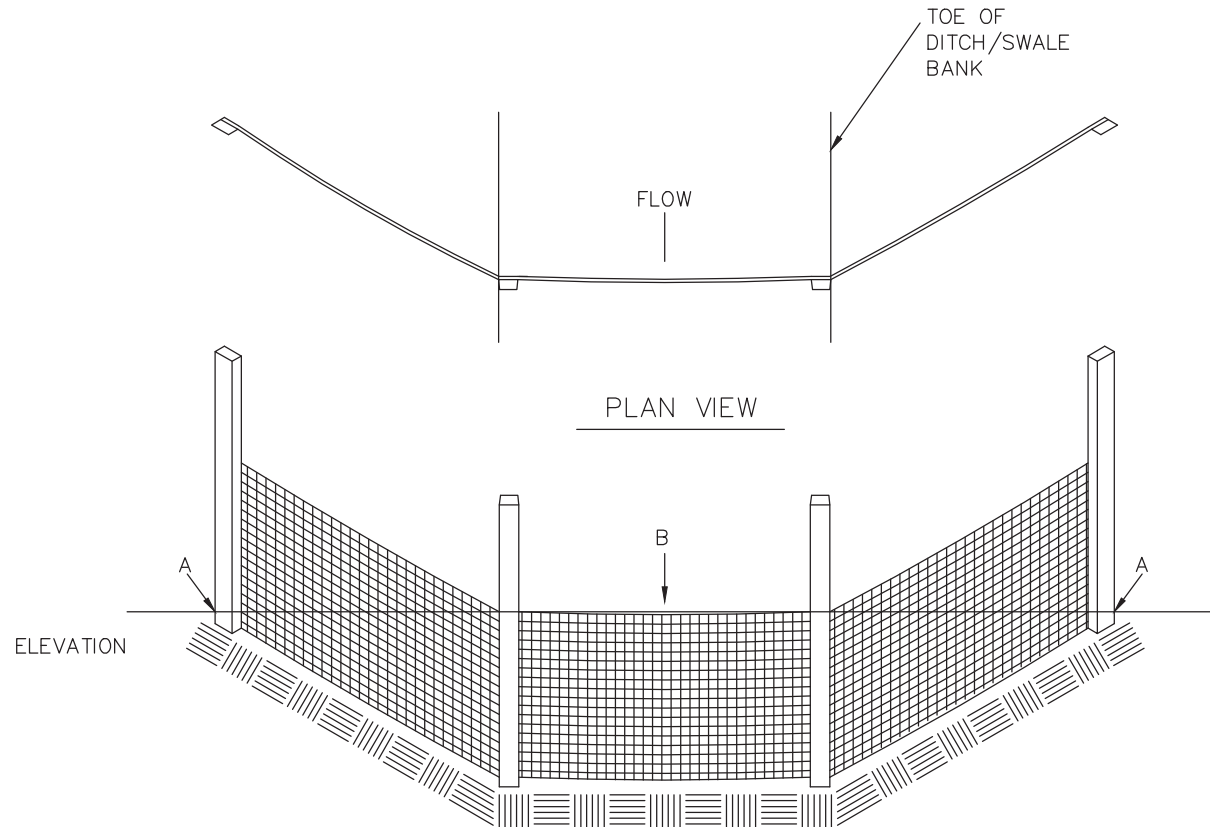
Emergency spill kit and telephone shall be available for use for site. Any spills in danger of migrating off-site shall be immediately reported to the National Response Center at (800) 424-8802.

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.

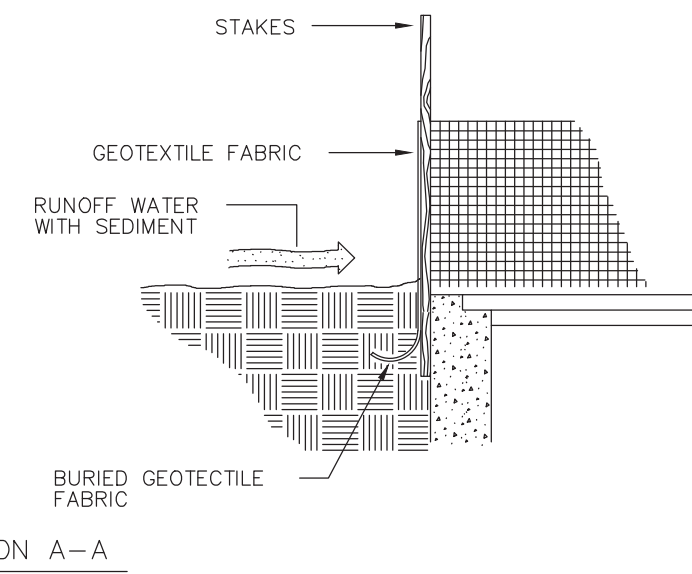
TRAINING DOCUMENTATION: Training records shall include employee's name, worker identification number, date of training, contents of training, an indication whether it was initial or refresher training and the employee's signature acknowledging that training was received. All personnel training associated 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



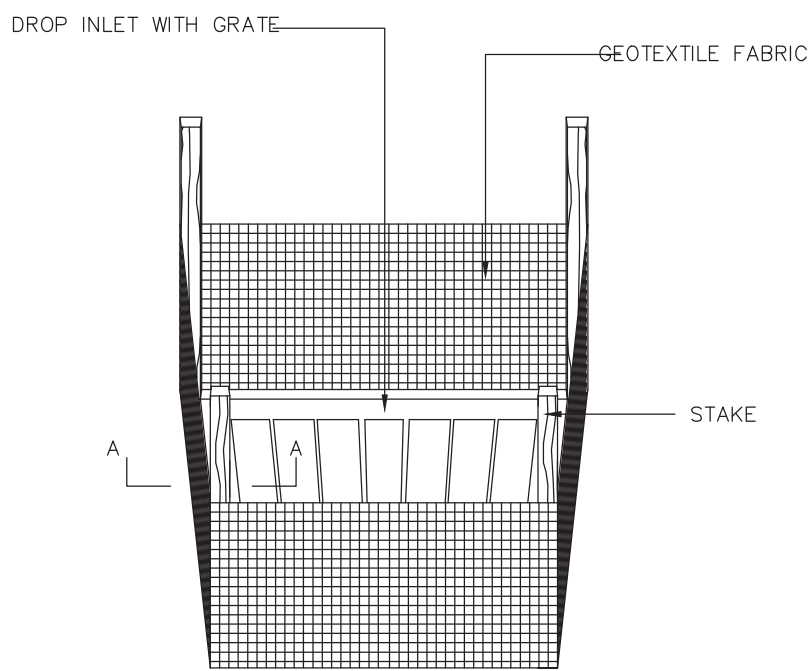
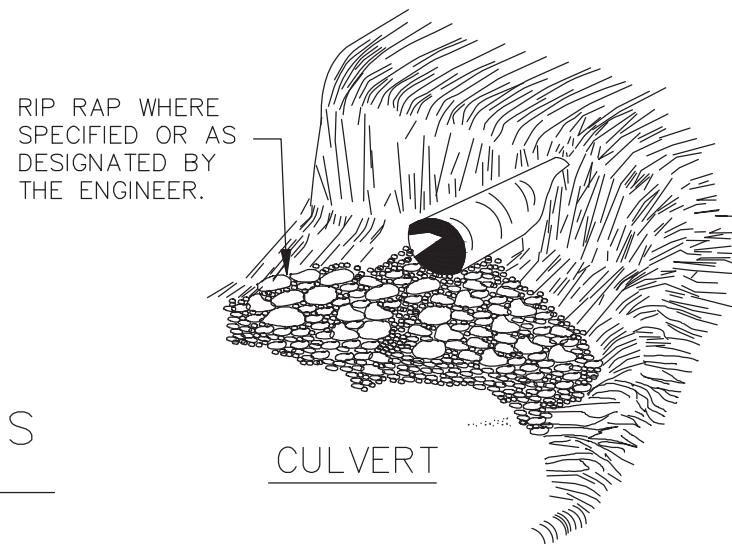
POINTS A SHOULD BE HIGHER THAN POINT B
SILT FENCE DITCH/SWALE PROTECTION



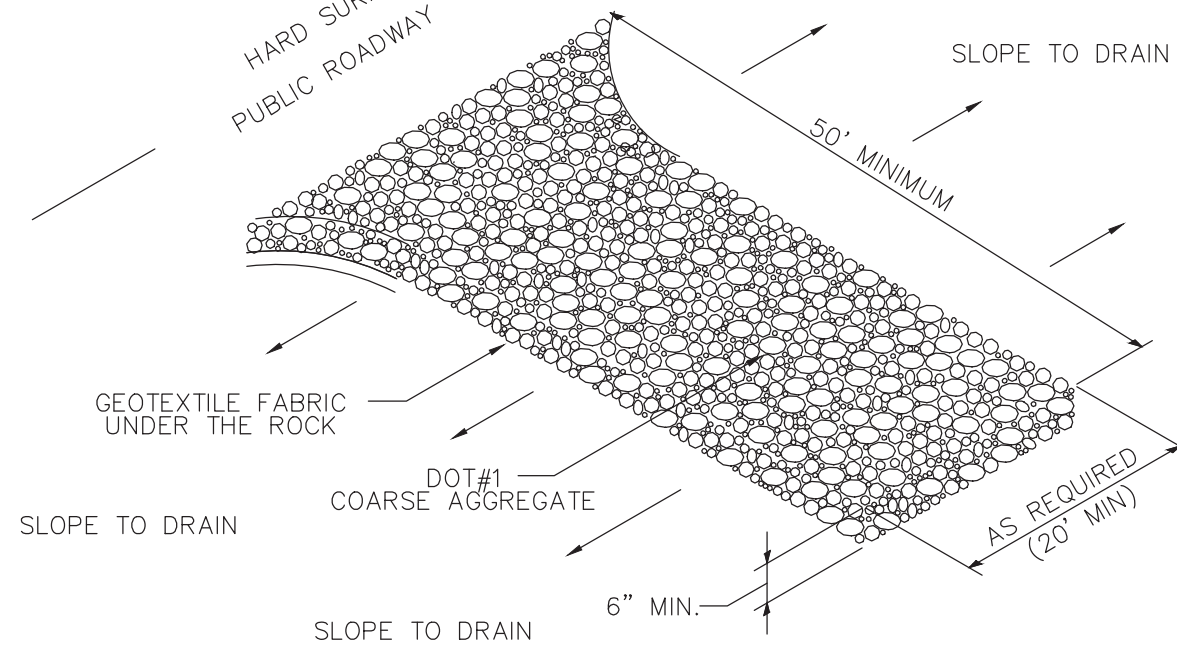
SECTION A-A

FALL OF DITCH (%)	DISTANCE* (ft)
0 - 1	100'
1 - 2	50'
>2	25'

MIN. DISTANCES FOR EROSION CHECKS

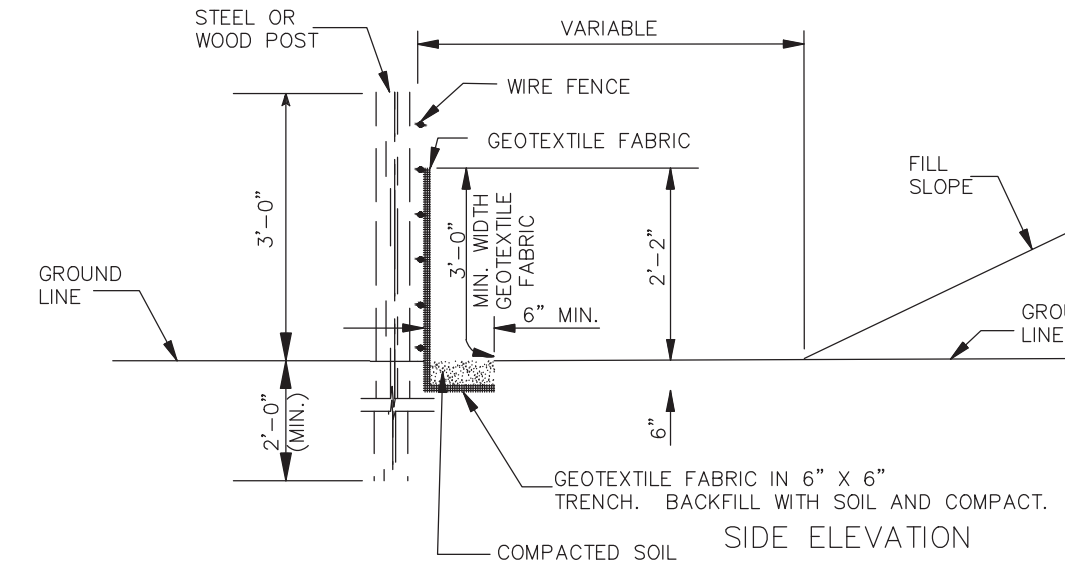
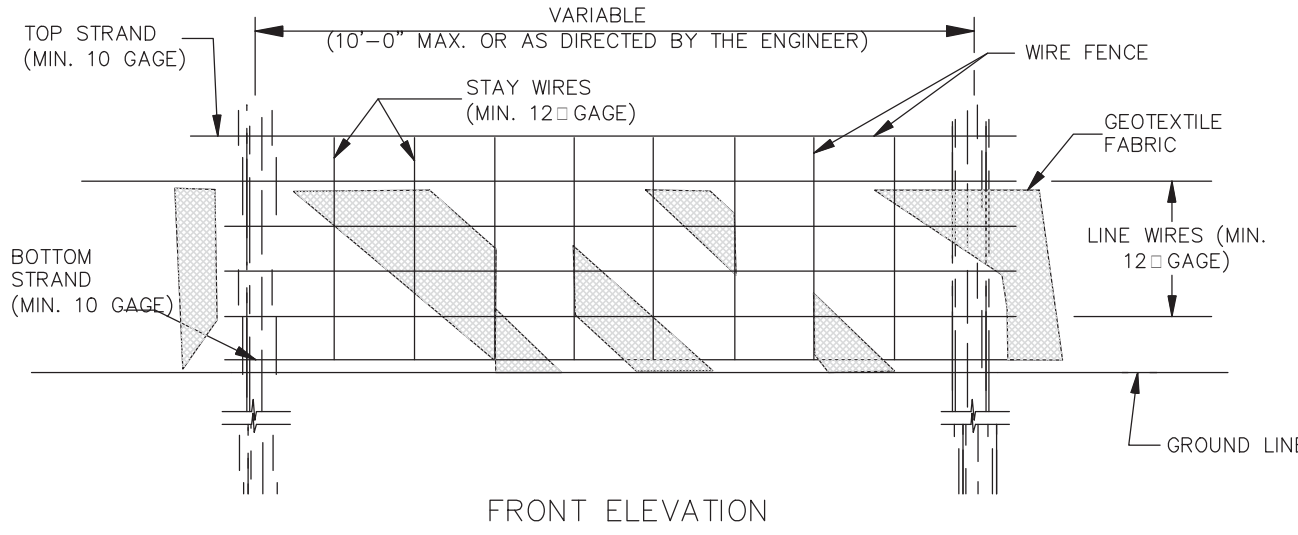


SILT FENCE INLET PROTECTION



TEMPORARY CONSTRUCTION ENTRANCE AND EXIT

SCALE: N.T.S. UPDATED: 4/5/05



TEMPORARY SILT FENCING

GENERAL NOTES:

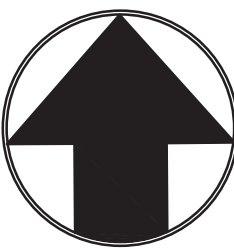
1. EROSION CONTROL SEQUENCE SHALL BE AS FOLLOWS:
 - (A) SILT FENCING TO PROTECT EXISTING WETLANDS SHALL BE INSTALLED
 - (B) DETENTION POND TO BE CONSTRUCTED
 - (C) SILT FENCING AND HAY BALES TO BE INSTALLED AROUND ALL DRAINAGE STRUCTURES
 - (D) APPROPRIATE EROSION CONTROL STEPS TAKEN TO STABILIZE SIDE 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

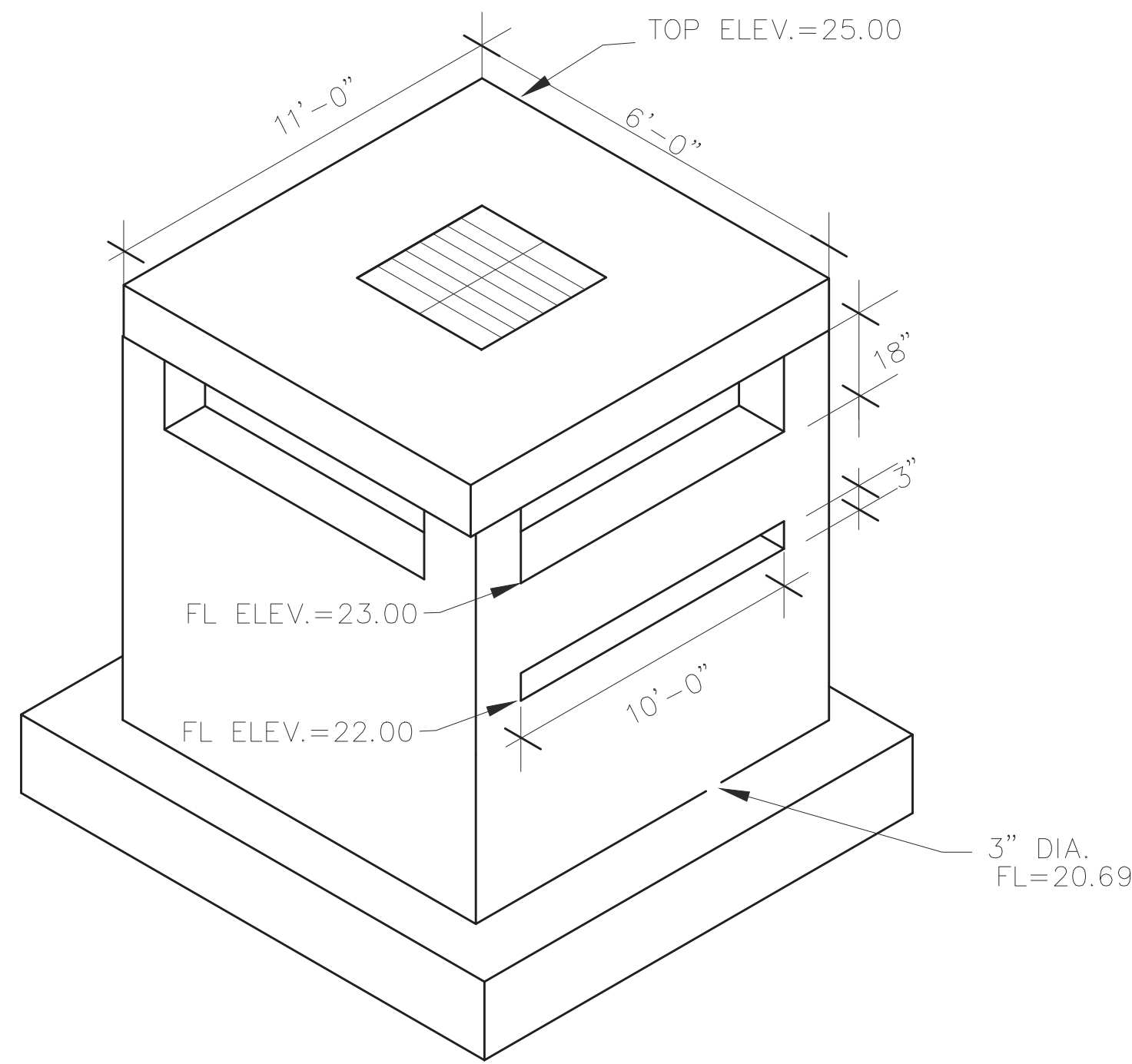
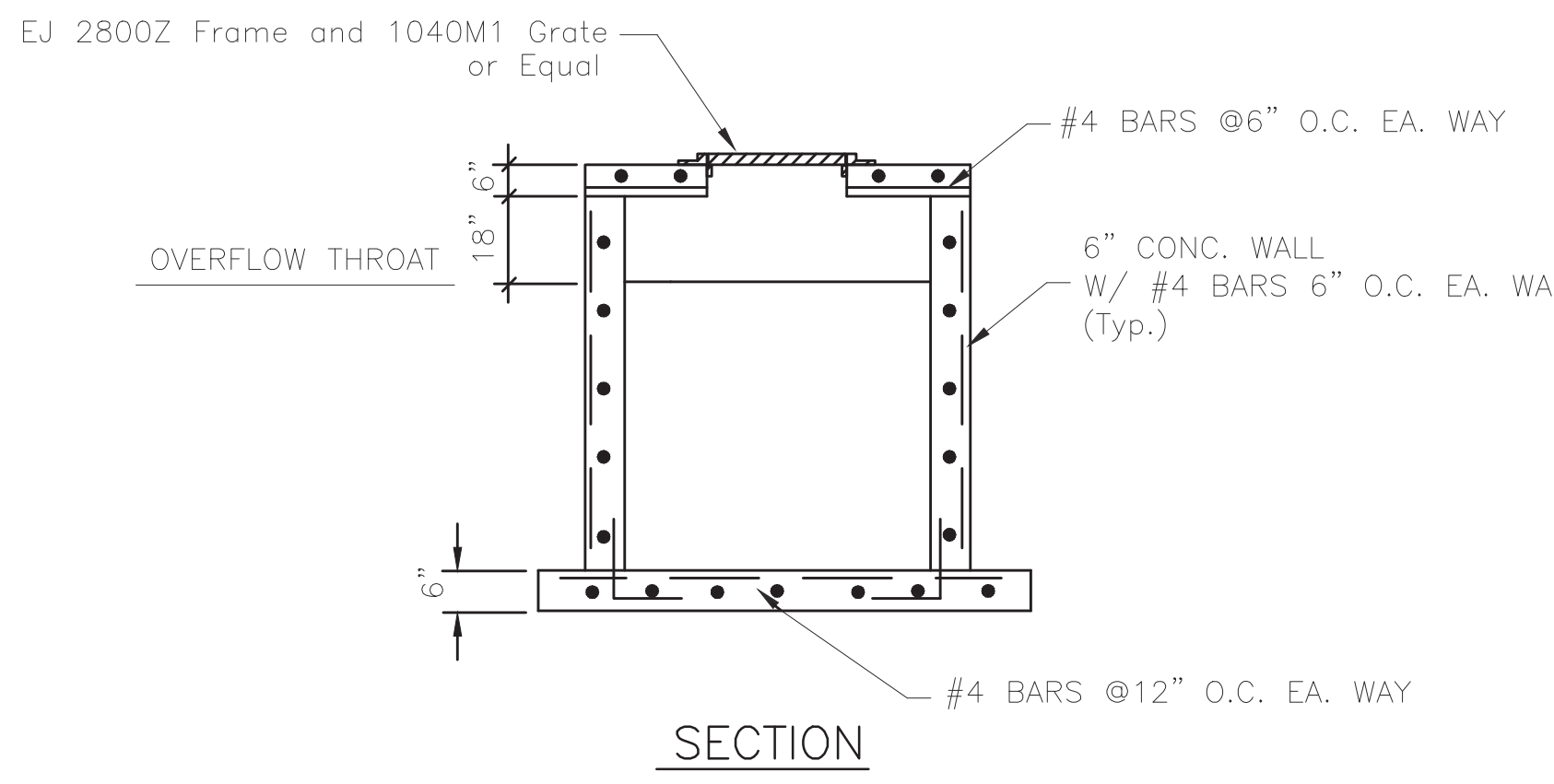
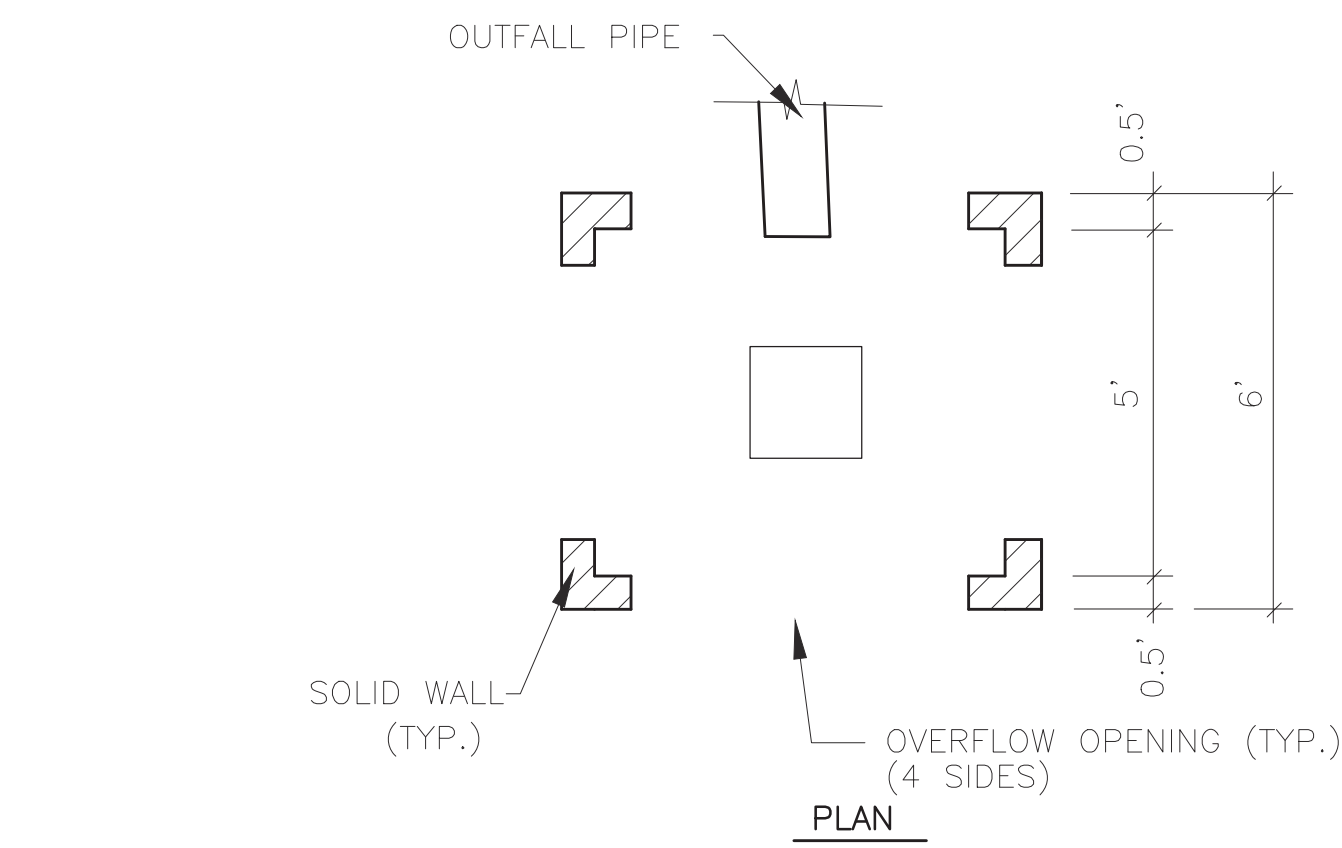
REVISED	SHEET TITLE	PROJECT NAME	13061 Shriners Blvd. SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers
DRAWN				
CHECKED				
DATE February 2024				
Erosion Control Plan		Legacy Park CITY OF Gautier, MISSISSIPPI		
SHEET		PROJECT		
896		PROJECT NO.		

- Legend:
- City ROW
 - Common Area
 - Green Area Within Lots



1"=60'





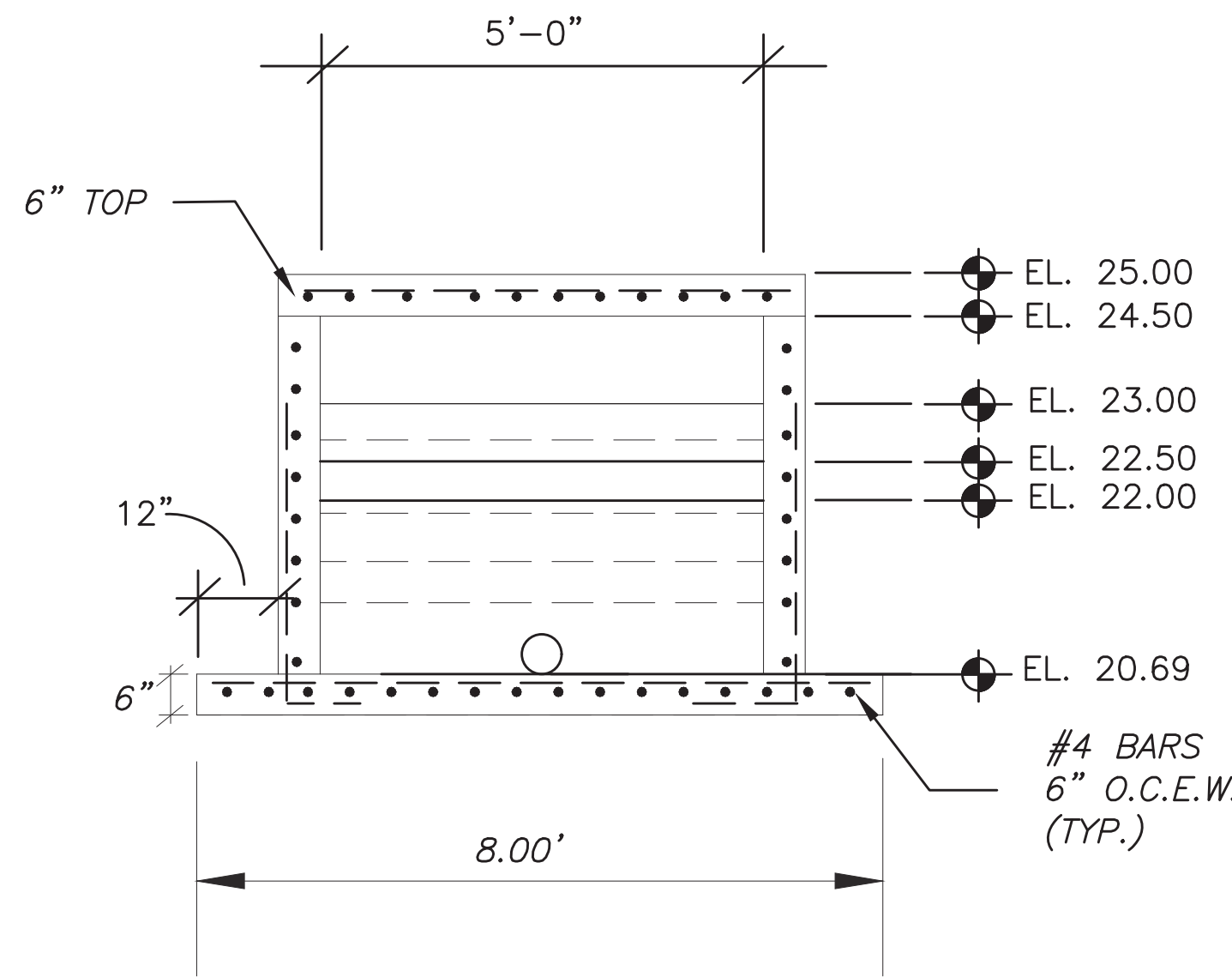
OVERFLOW STRUCTURE

N.T.S.

NOTE:
OVERFLOW BOX TO BE CONSTRUCTED WITH THE SAME MIN. DIMENSIONS NOTED ON THE CATCH BASIN DETAILS EXCEPT WHERE OTHERWISE SPECIFIED.

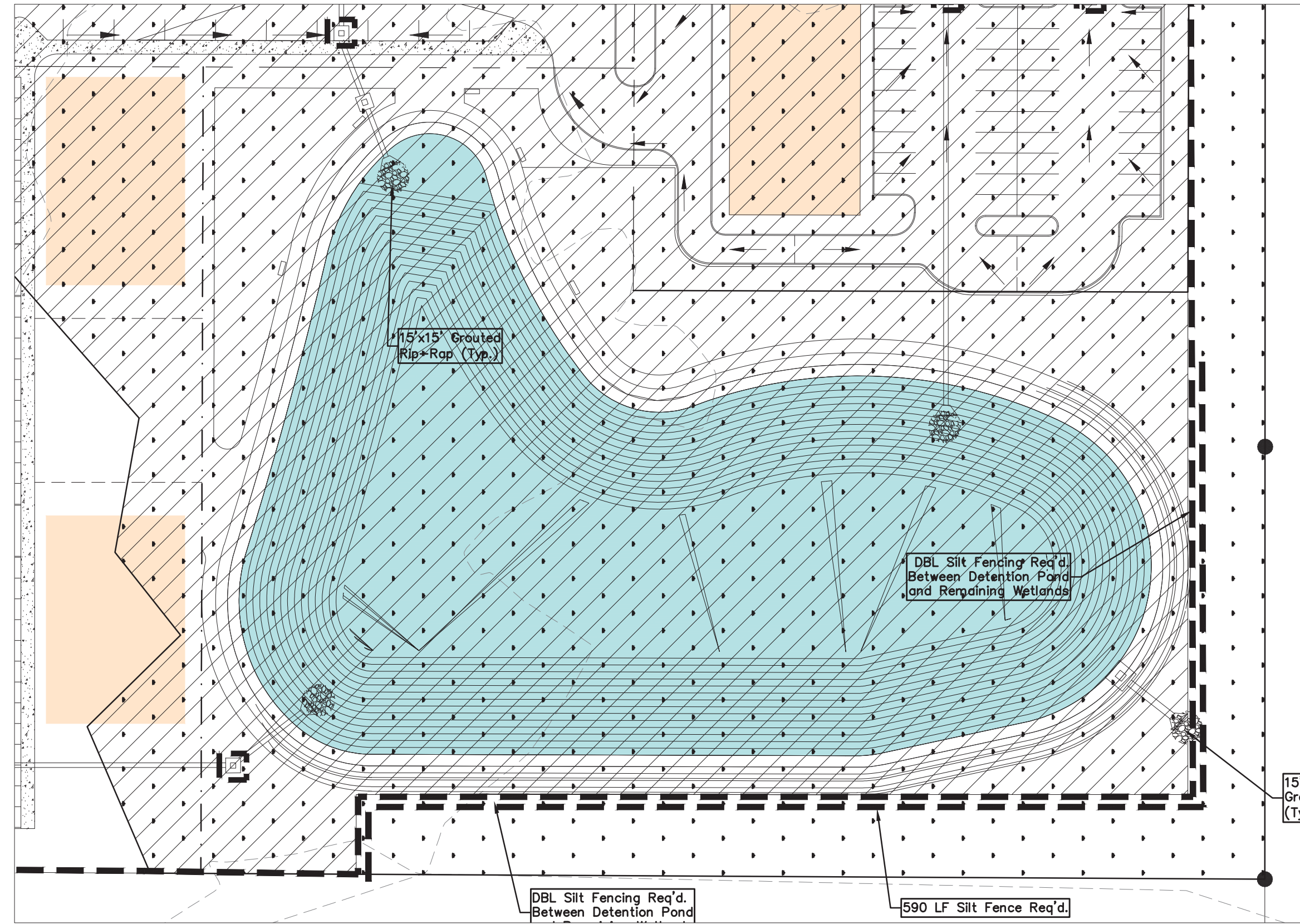
OVERFLOW WEIR DETAIL

N.T.S.



SECTION A-A

NTS



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 (cfd/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 cfd/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) (input)	Swale Length (avg) (input)	Units/ Basin (input)	Basin Geometrics			Average Surface Area		*Basin Vol Provided (cf)	**Basin Vol Provided (cf)	Circular Orifice Dia (in)	Return Time		Top of Bank Elev (ft)	Top of Storage Elev Area (ac) (input)	Avg Storage Elev Area (ac) (input)	Bot of Storage Elev Area (ac) (input)	Bot of Basin Elev Area (ac) (input)	Rectangular Orifice			Overflow Structure		Forebay Geometrics									
				Avg Len (ft)	Avg Wid (ft)	Depth (ft)	Required (sf)	Provided (sf)				1st Half (hrs)	Total (hrs)						Top (Elev) (ft)	Bot (Elev) (ft)	Width (ft)	Top (Elev) (ft)	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)	(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	
			1				(2' min)				(DCO)	48 to 72		(TOB)							(BOS)				(TRO)	(BRO)	(WRO)	(TOFS)	(WOFS)				

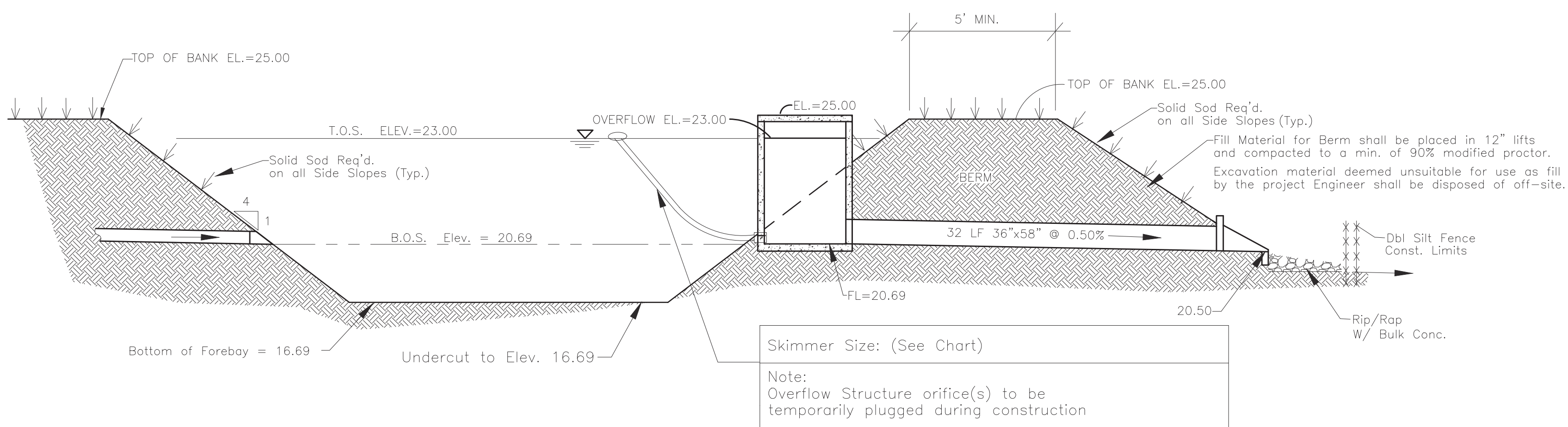
*Minimum basin volume required for first 1-1/2" over impervious surfaces (3,500 sf/lot; 2,000 sf/unit).

**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 - Depth of Storage
BOB - 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)



Section of Detention

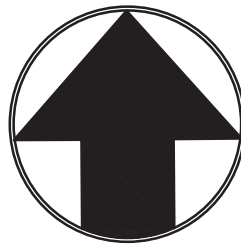
N.T.S.

Legend:

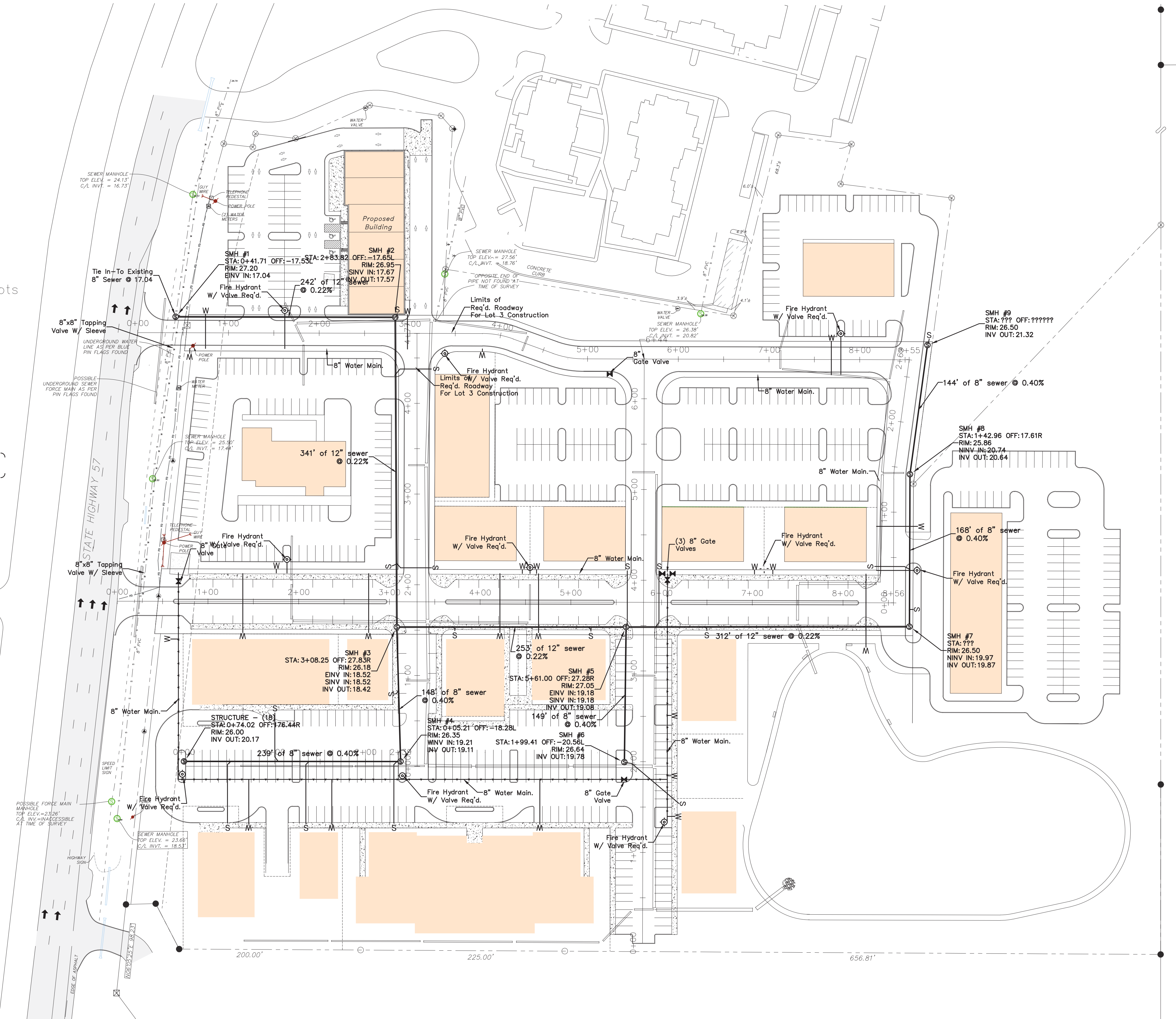
City ROW

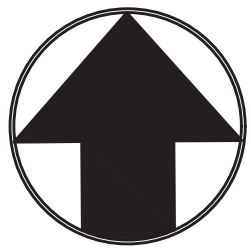
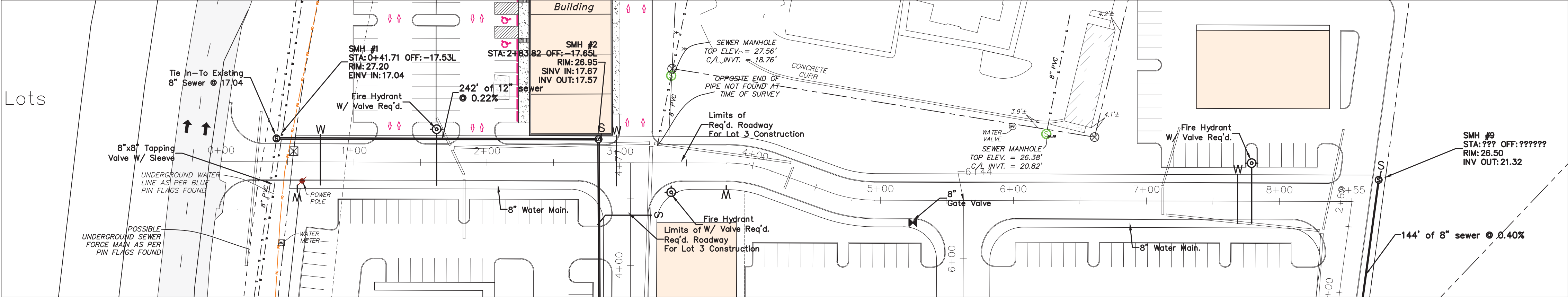
Common Area

Green Area Within Lots



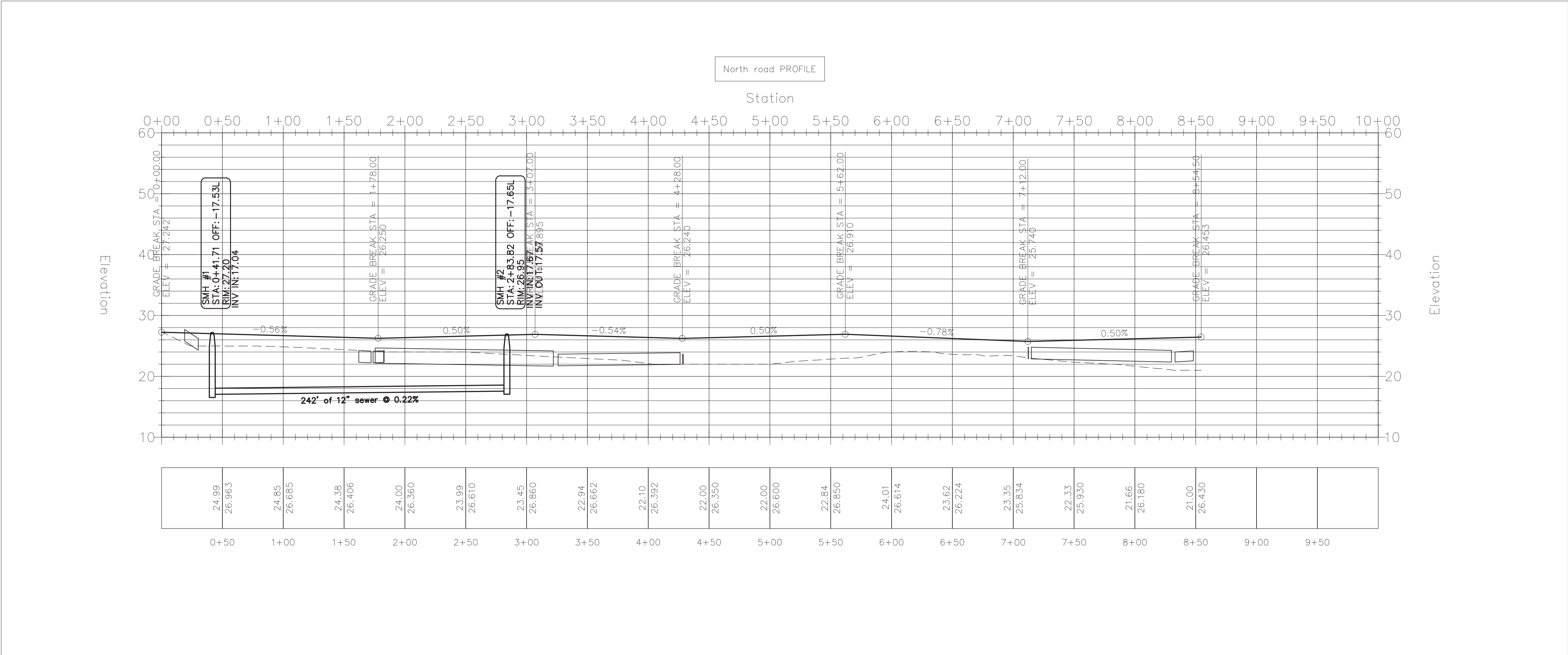
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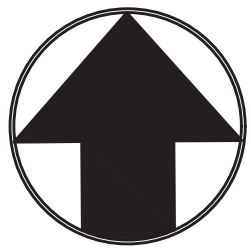
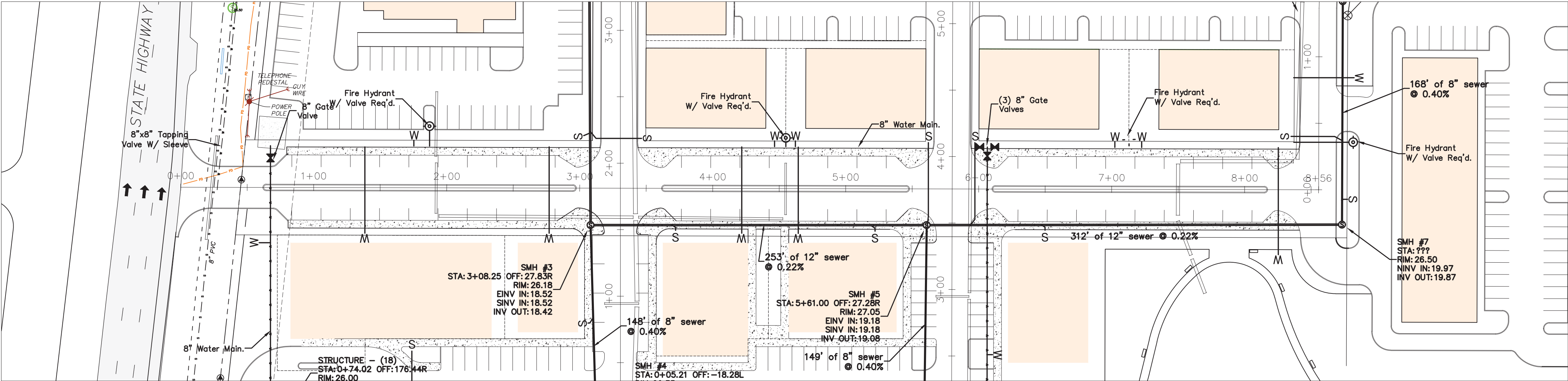




North Road

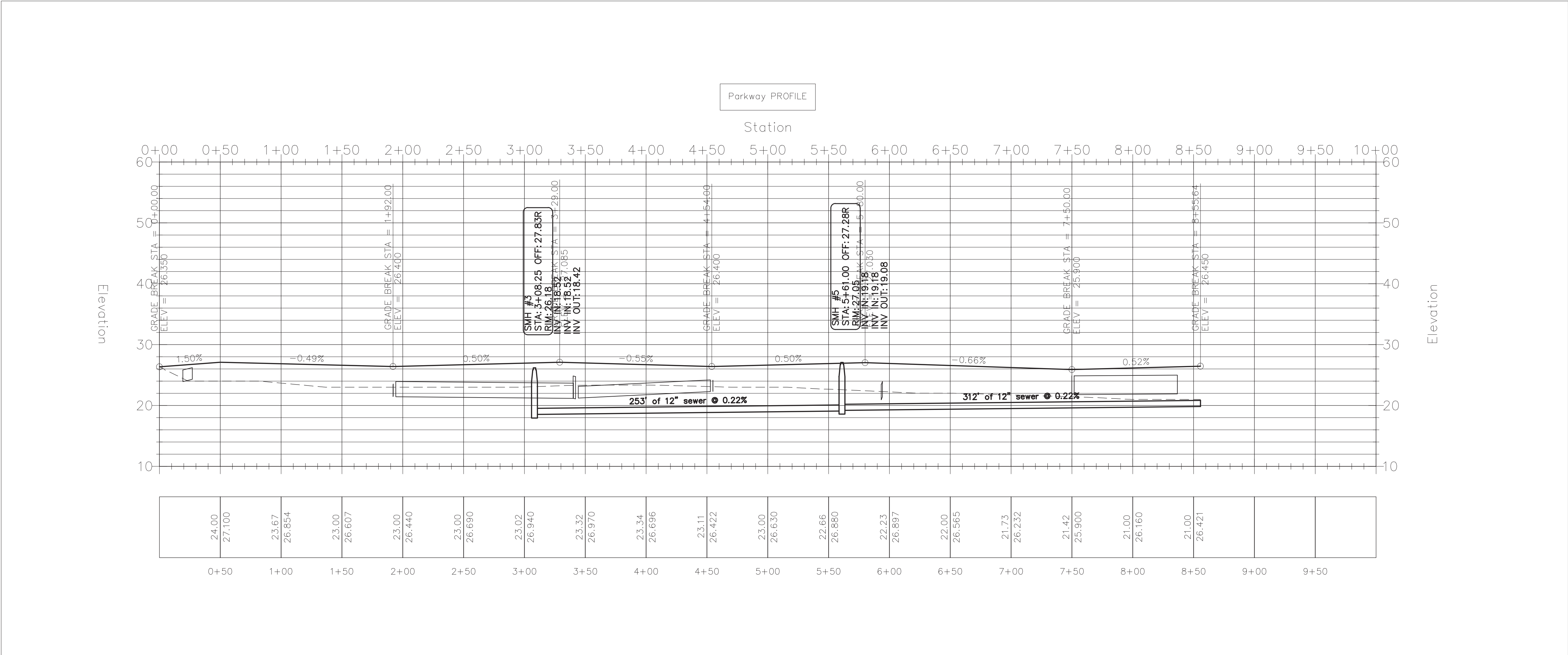
1"=50' Horiz.
1"=10' Vert.





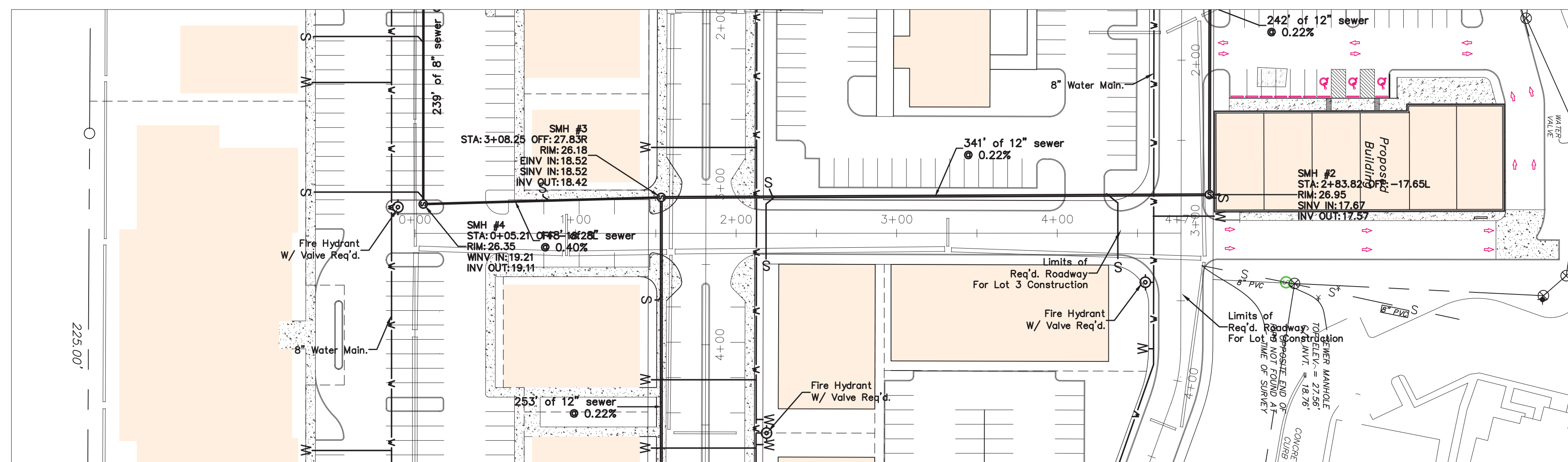
Parkway

1"=50' Horiz.
1"=10' Vert.



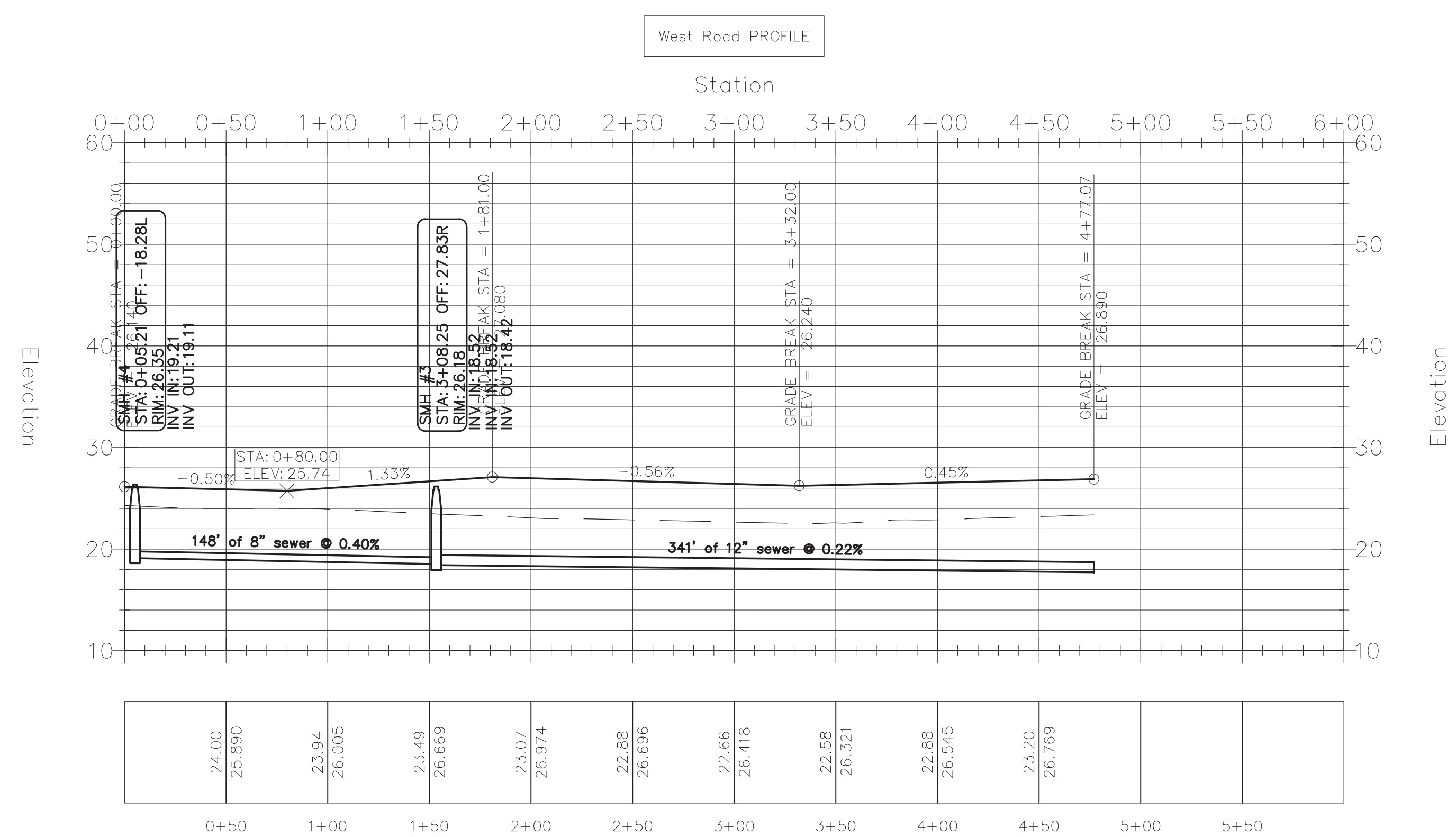
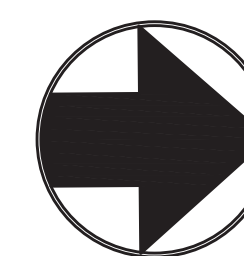
REVISED	SHEET TITLE Plan and Profile
DRAWN JCH	
CHECKED	
DATE January 2024	
PROJECT NAME Legacy Park CITY OF Gautier, MISSISSIPPI	
PROJECT NO. 13061 Shriners Blvd. SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	
SHEET 11	
PROJECT NO. 896	

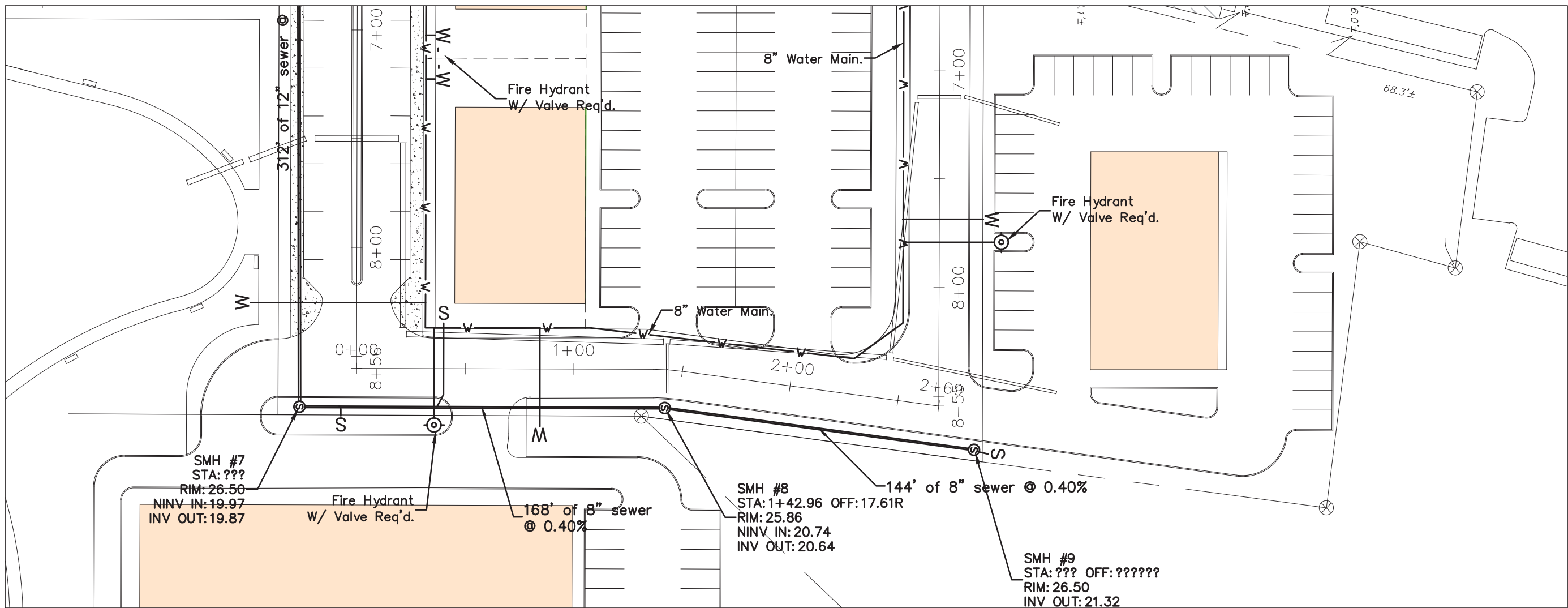
	Dennis Stieffel and Associates, Inc. Consulting Engineers
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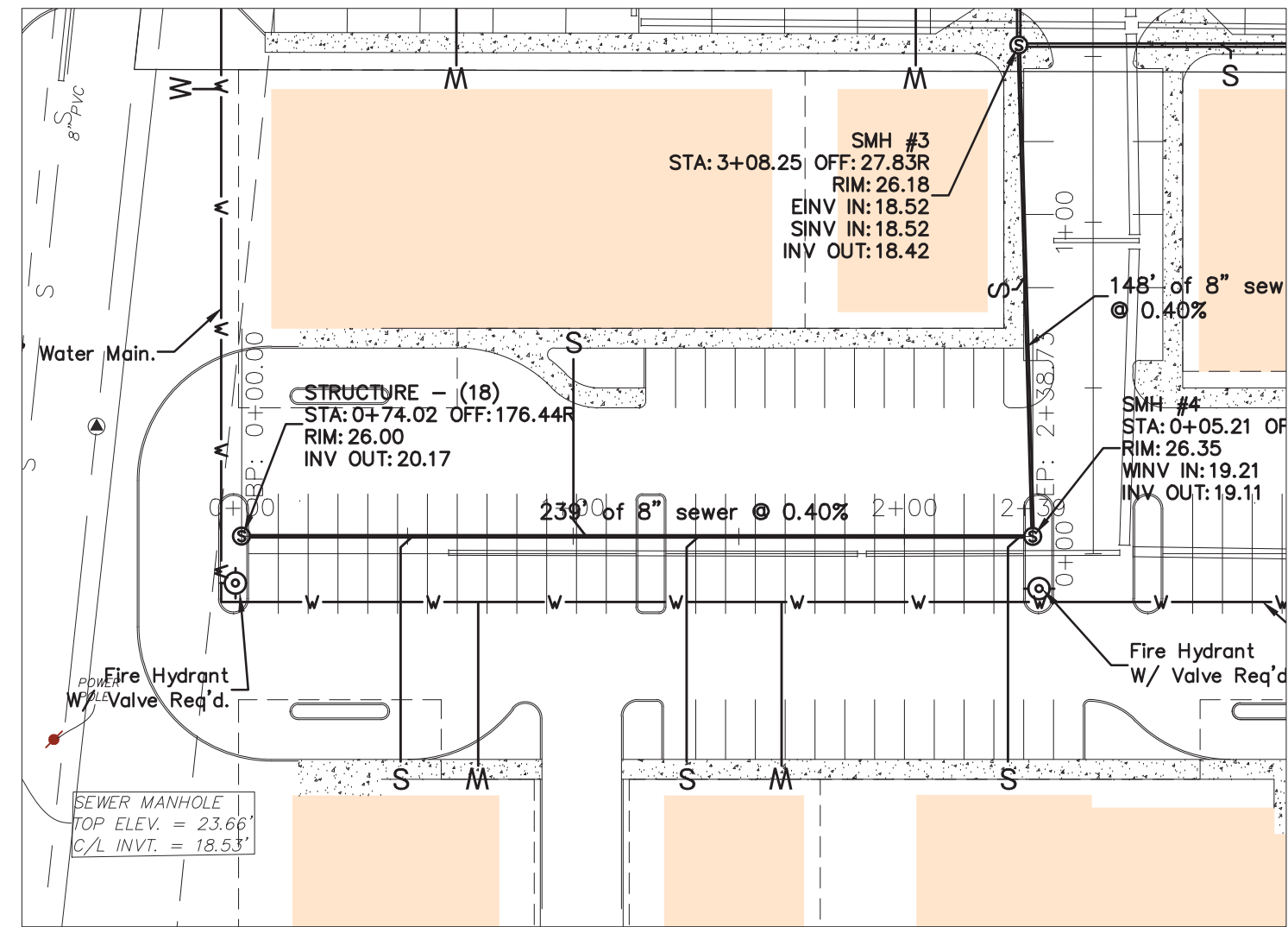
West Road

1"=50' Horiz.
1"=10' Vert.



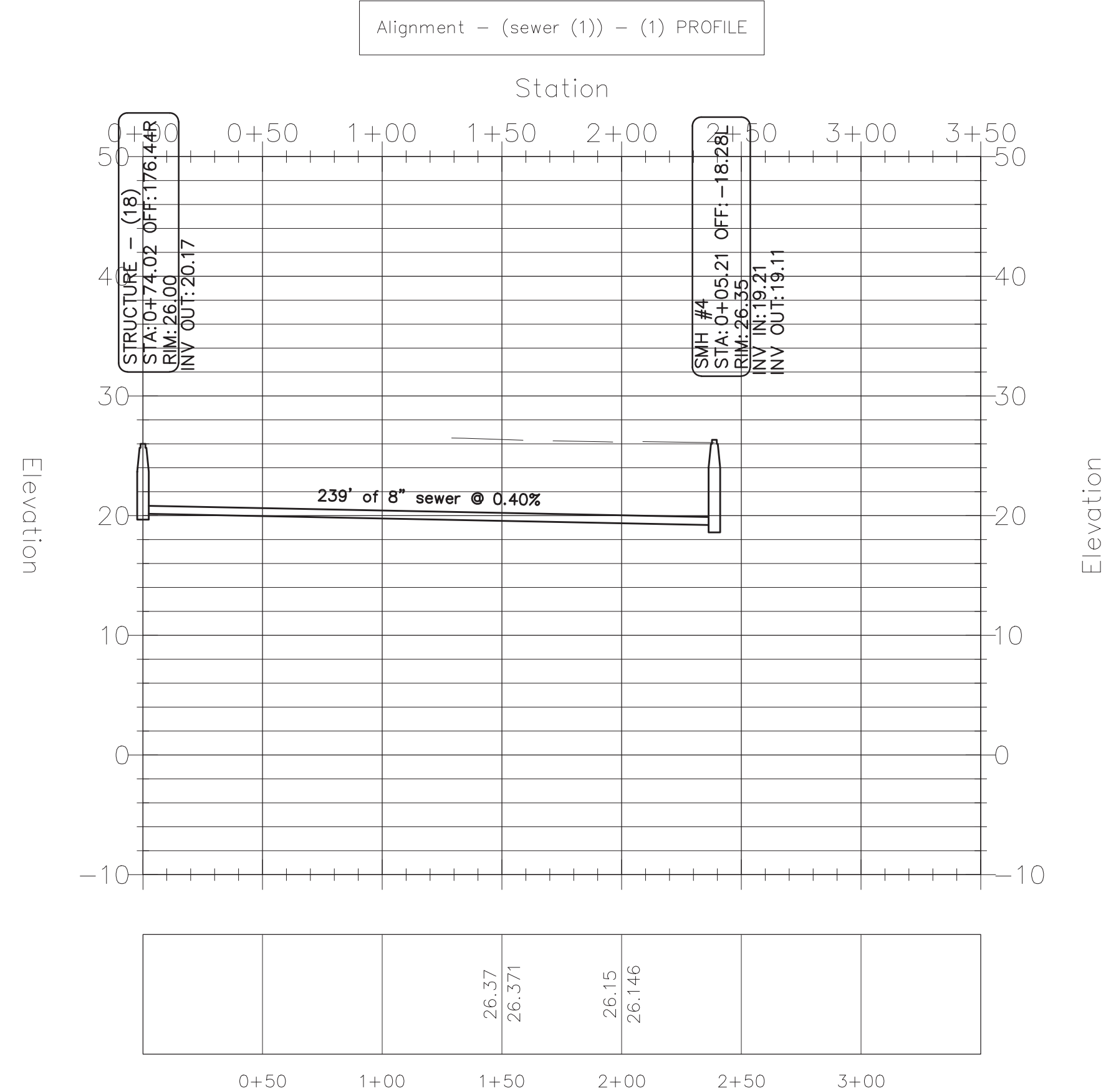
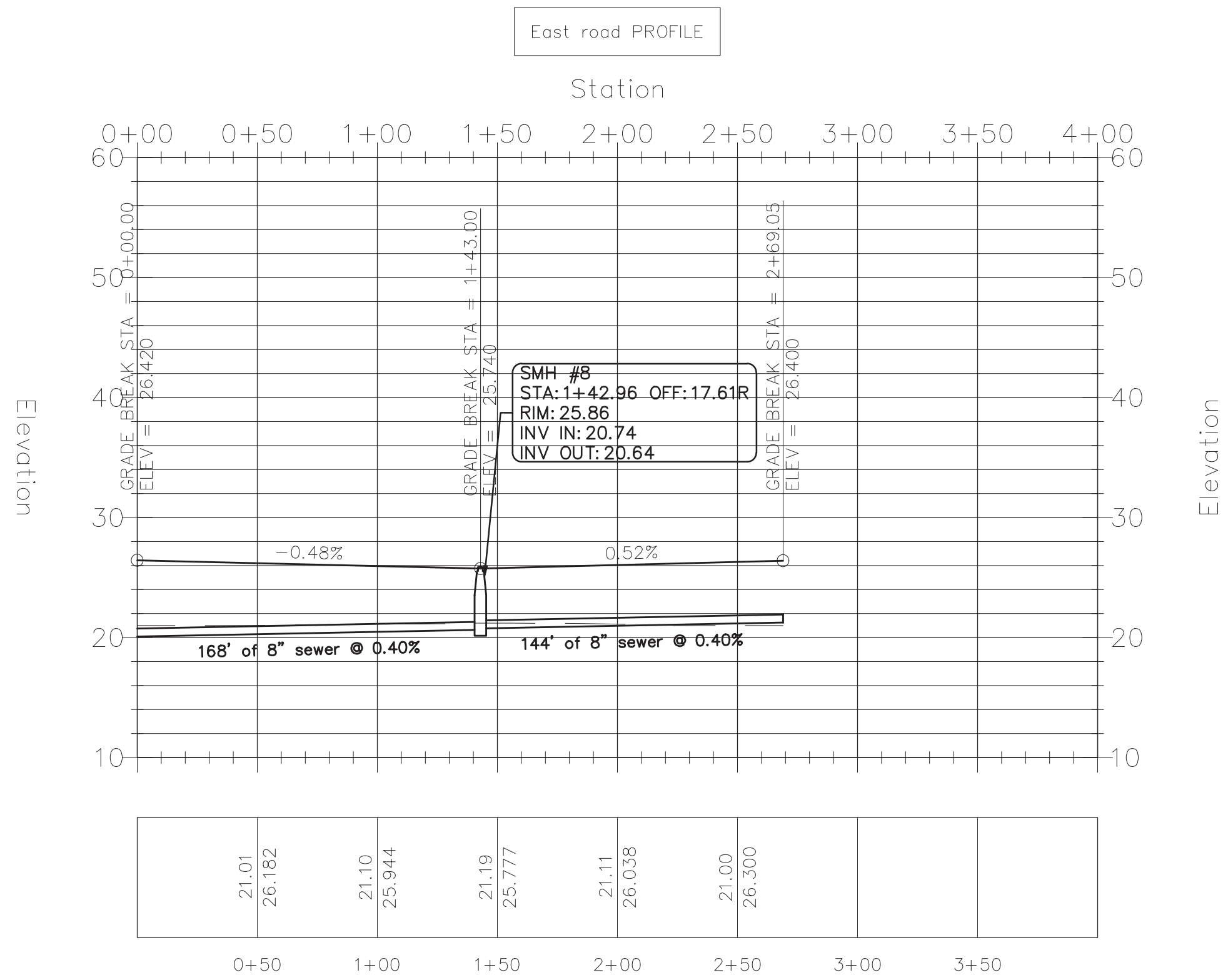
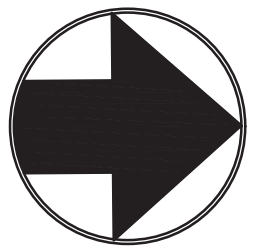


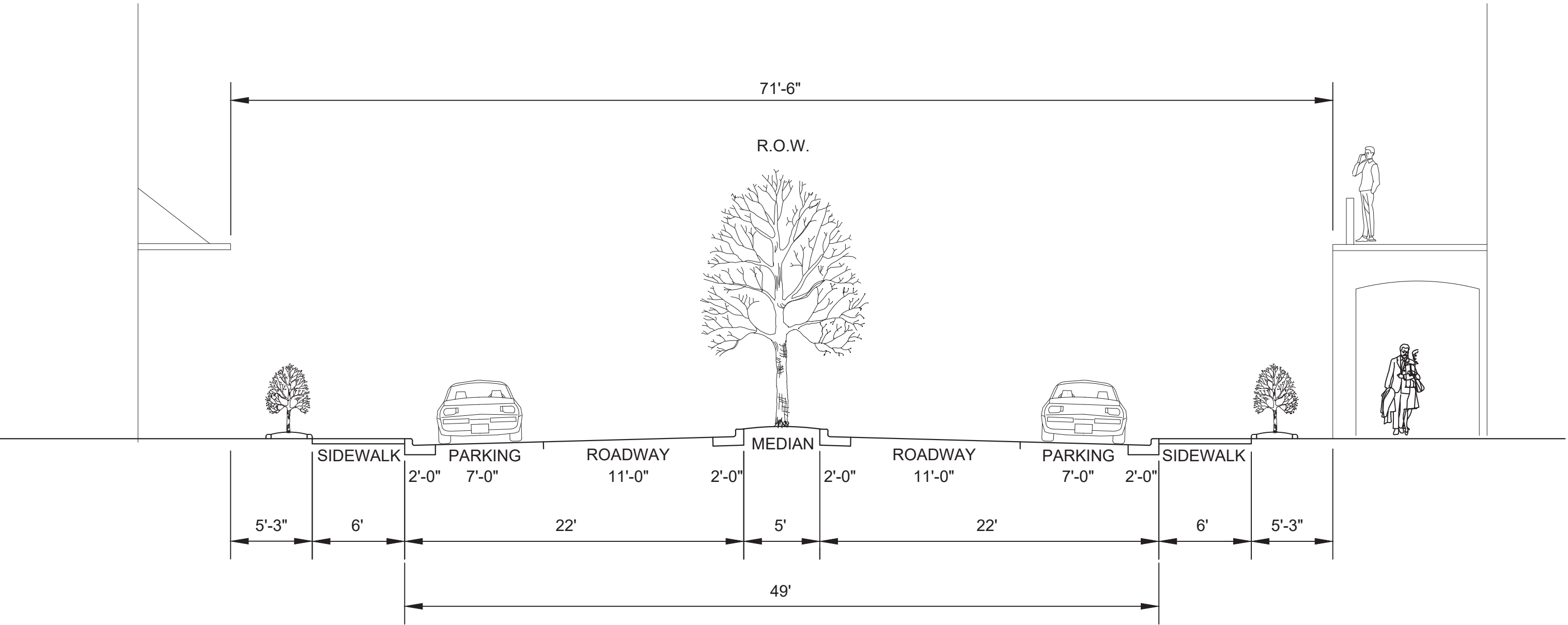
East Road



Sewer Main

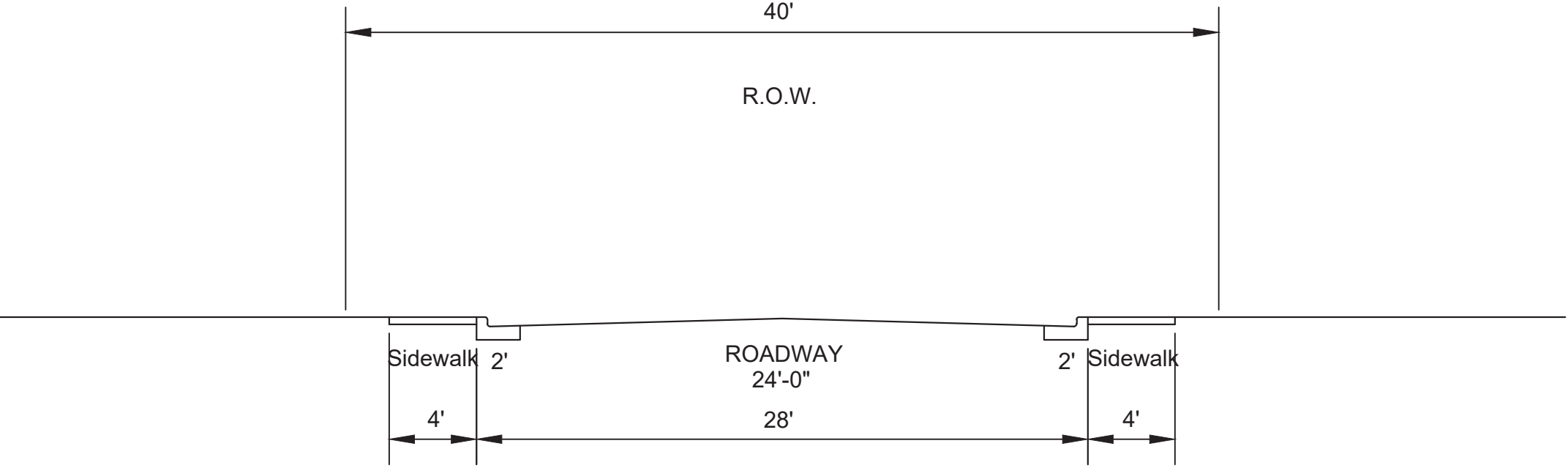
1"=50' Horiz.
1"=10' Vert.





Parkway

NTS



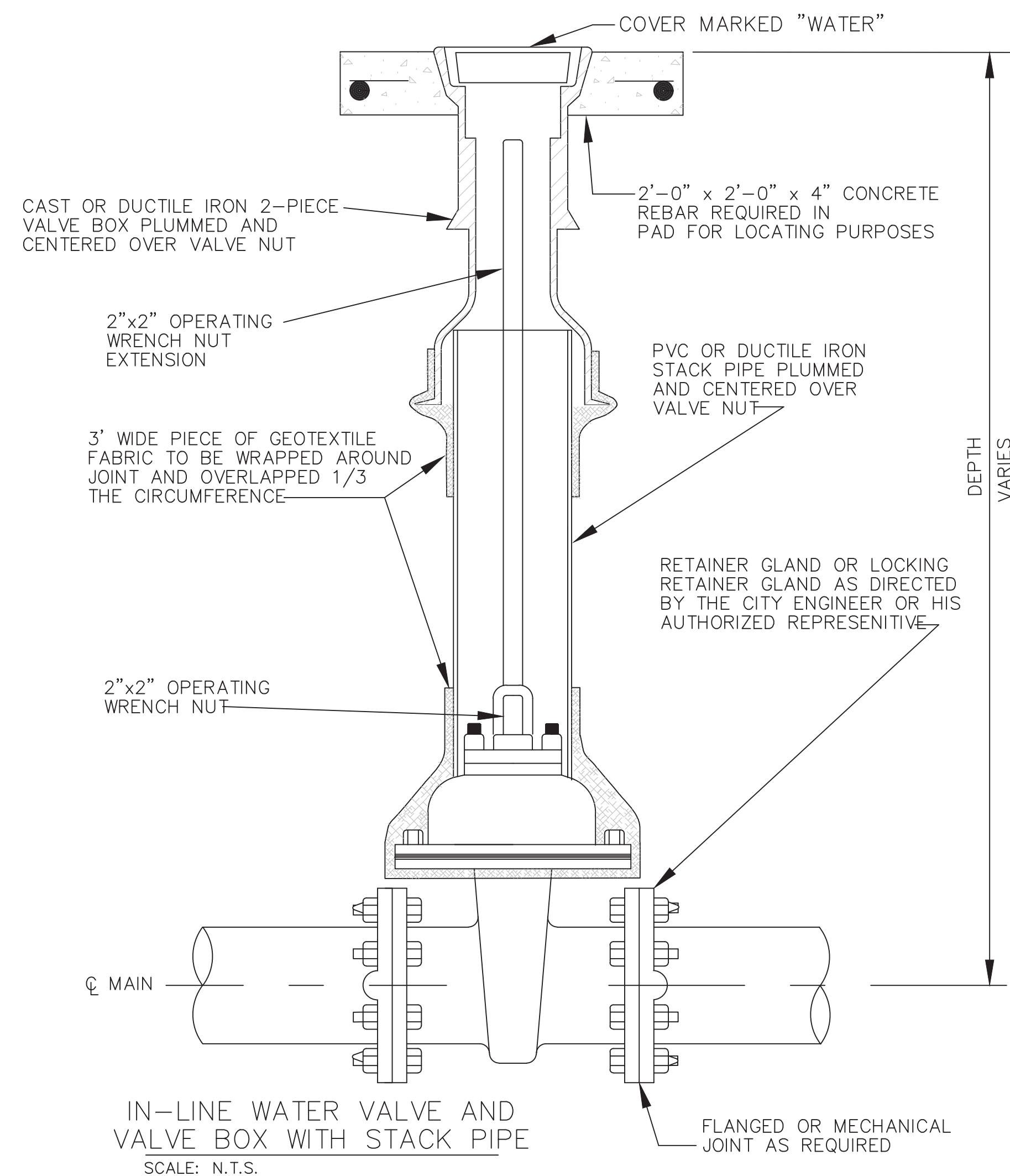
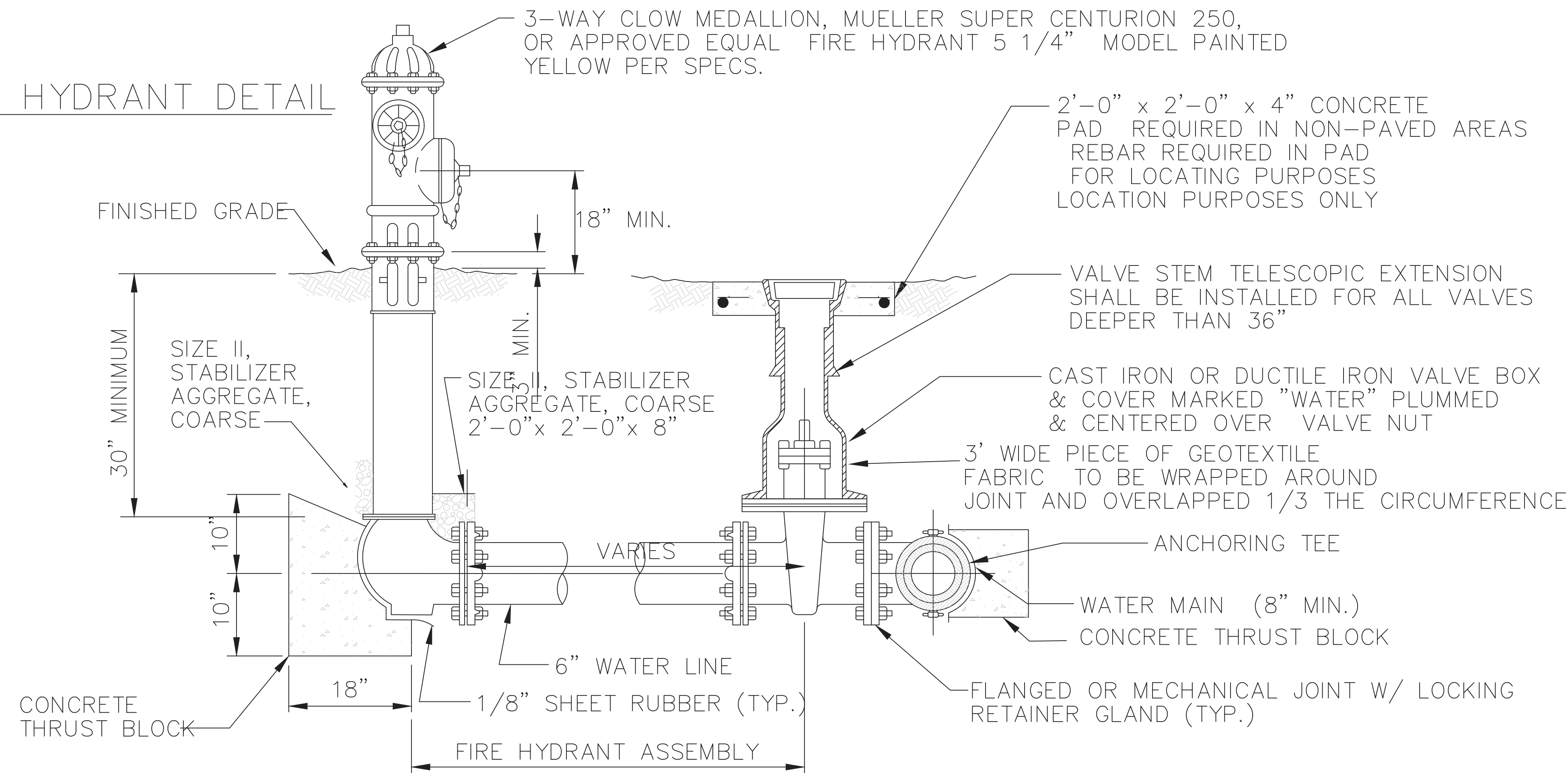
Typical Roadway

NTS

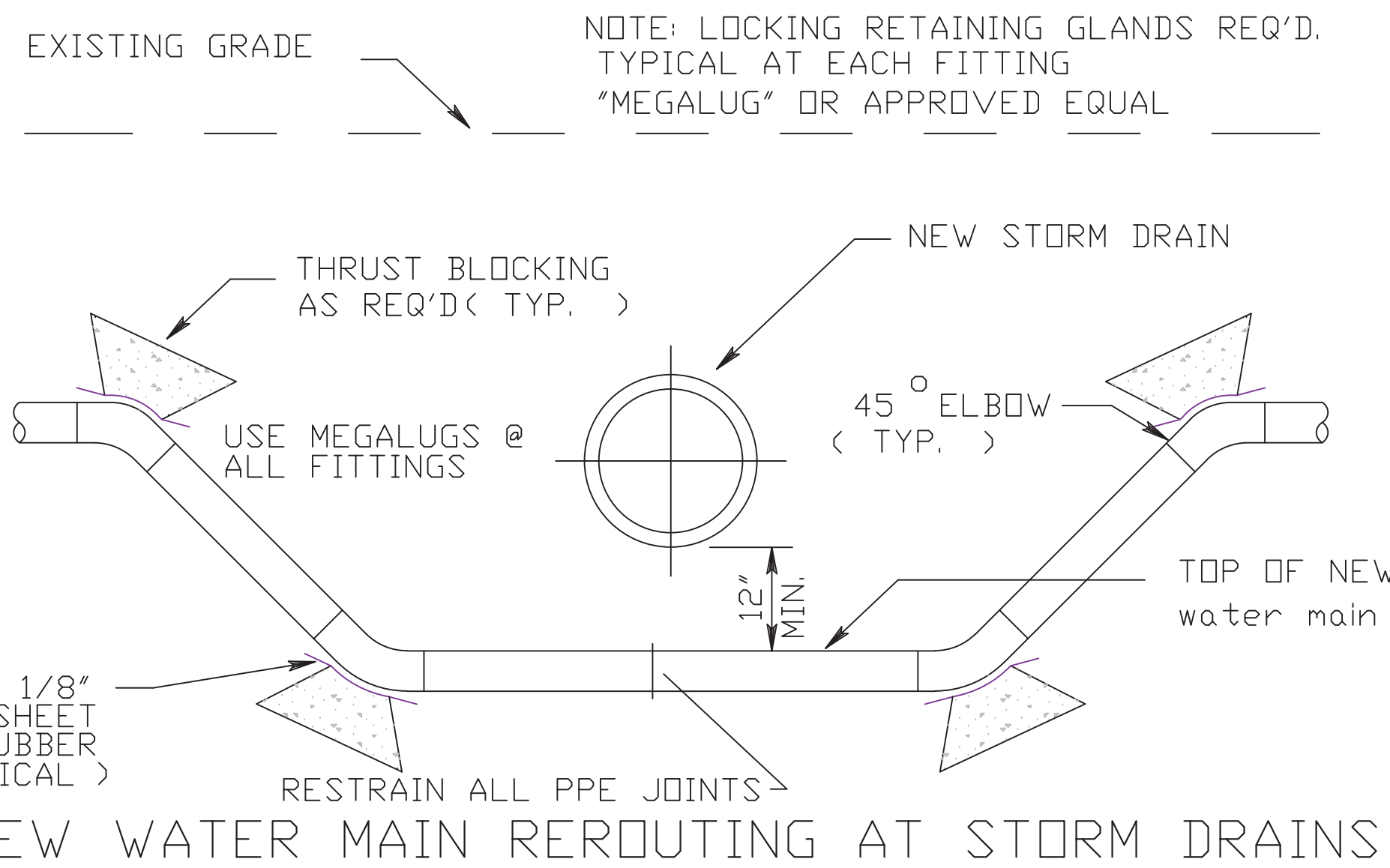
REVISED	SHEET TITLE Construction Details	PROJECT NAME Legacy Medical Park City of Gautier, MISSISSIPPI	13061 Shriners Blvd., SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers	SHEET 15	PROJECT NO. 896
DRAWN						
CHECKED						
DATE July 2024						

[illegible]

FIRE HYDRANT DETAIL



NOTE: CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS SO THAT THE VALVE NUT SHALL BE LOCATED NOT MORE THAN 6" BELOW FINISHED GRADE.



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.

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.

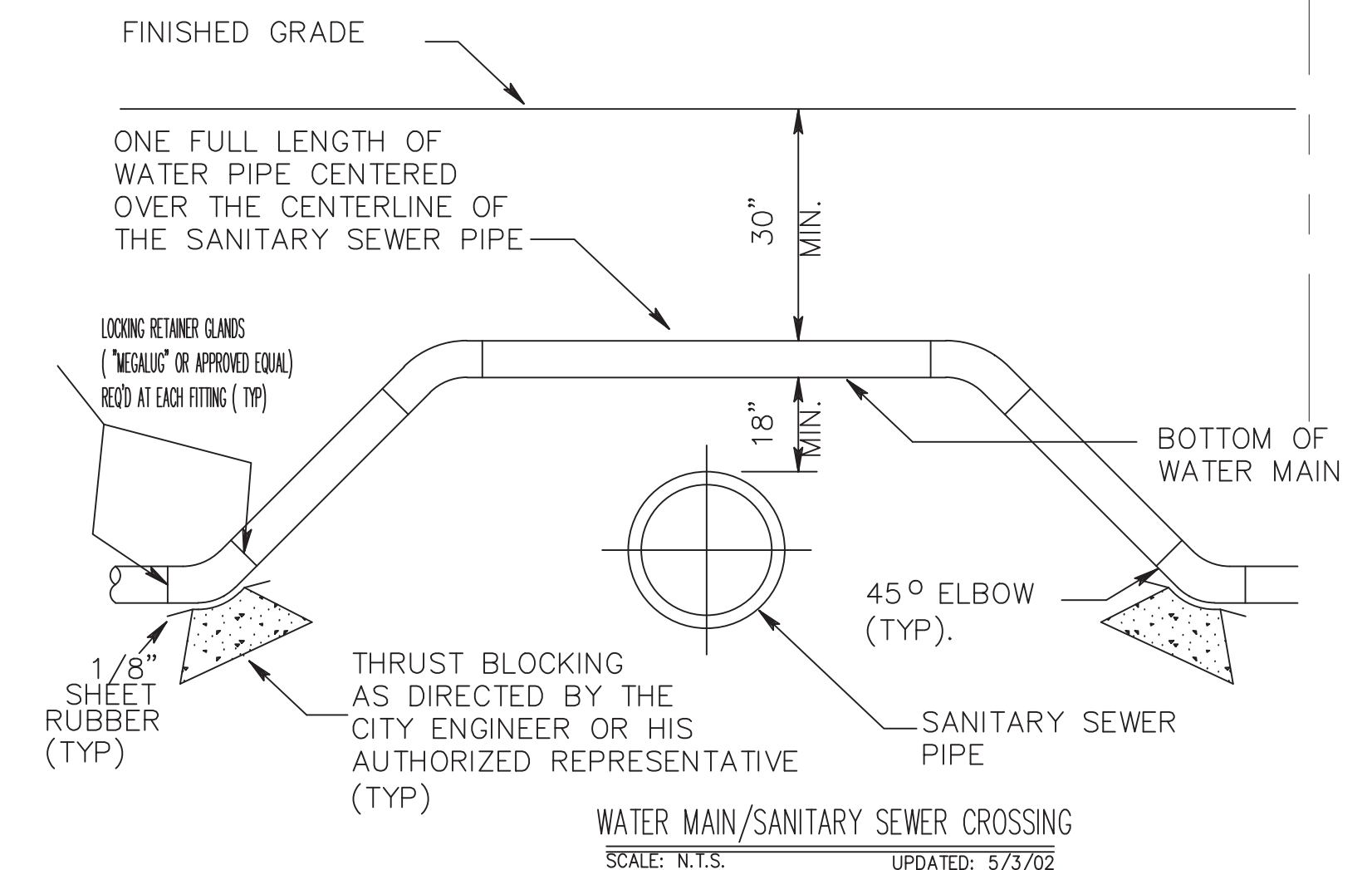
5. STAMP "W" IN THE FACE OF CURB AT EACH SERVICE LOCATION AND "V" AT EACH VALVE LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT SERVICE AND VALVE LOCATIONS ARE ACCURATELY MARKED.

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.

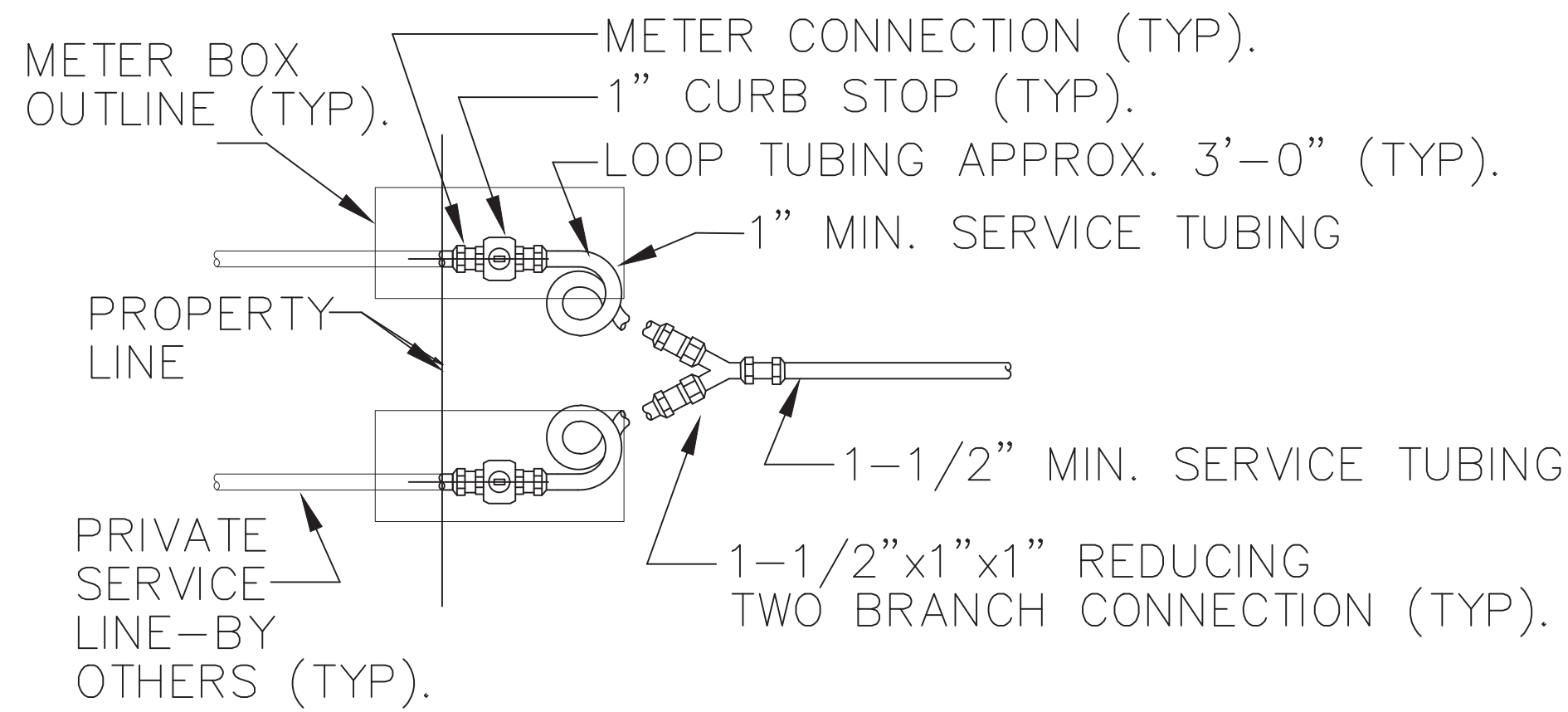
WATER MAIN / SANITARY SEWER CROSSING NOTE:

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.

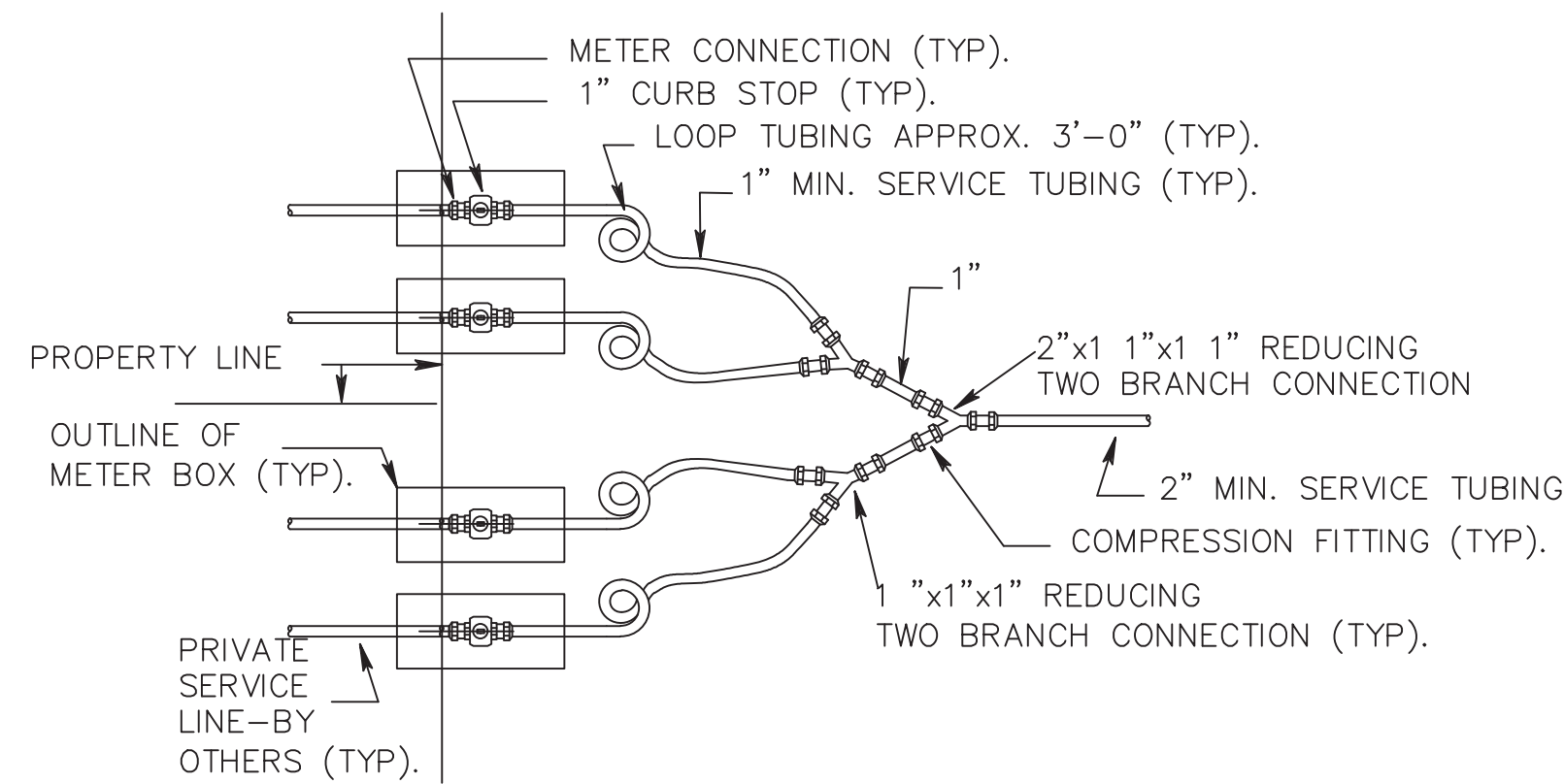


(GENERAL NOTE: ALL CONCRETE AND PIPE SHALL BE SEPARATED BY A NON-CONDUCTIVE MATERIAL, TYPICALLY 1/8" SHEET RUBBER)

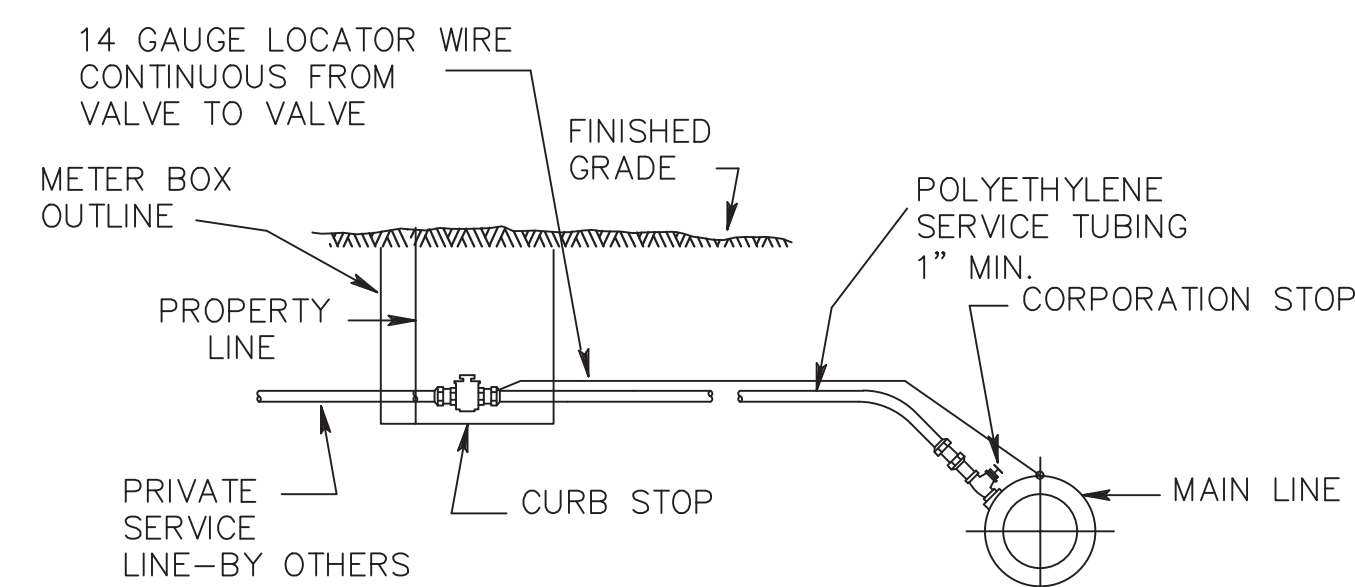
REVISED	
DRAWN	JCH
CHECKED	
DATE	July 2024
SHEET TITLE	Construction Details
PROJECT NAME	Legacy Medical Park City of Gautier, Mississippi
PROJECT NO.	896
13061 Shriners Blvd., SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers
DS&A	
SHEET	17



SINGLE LOT WATER SERVICE
WITH DOUBLE METER PLAN



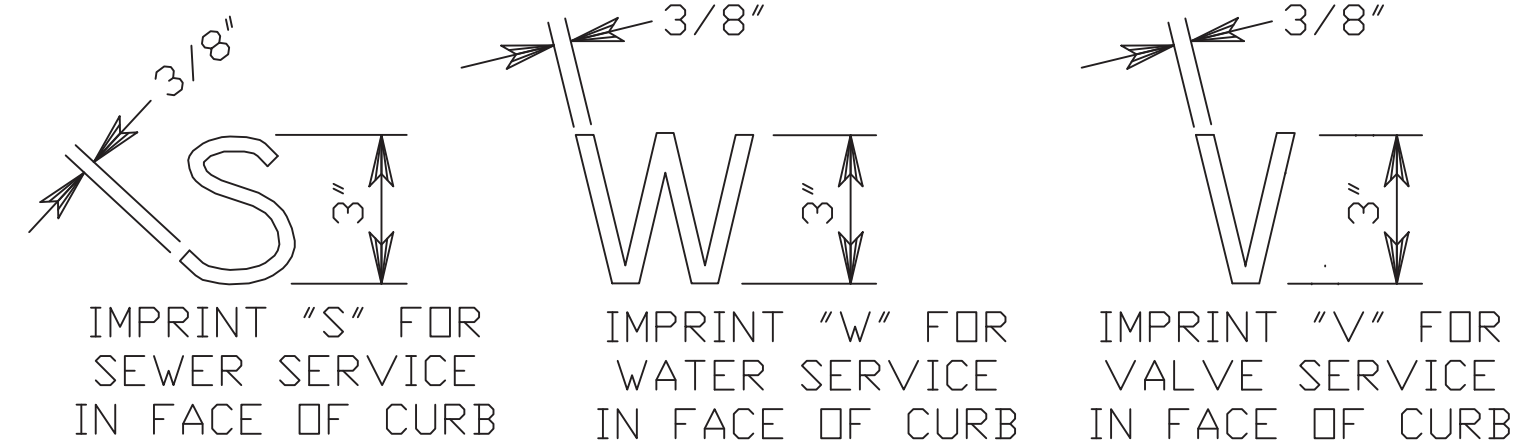
TWO LOT WATER SERVICE
WITH DOUBLE METER PER LOT



Note:
Additional splitters, loops and fittings
not shown for clarity. See plan views.

WATER SERVICE ELEVATION

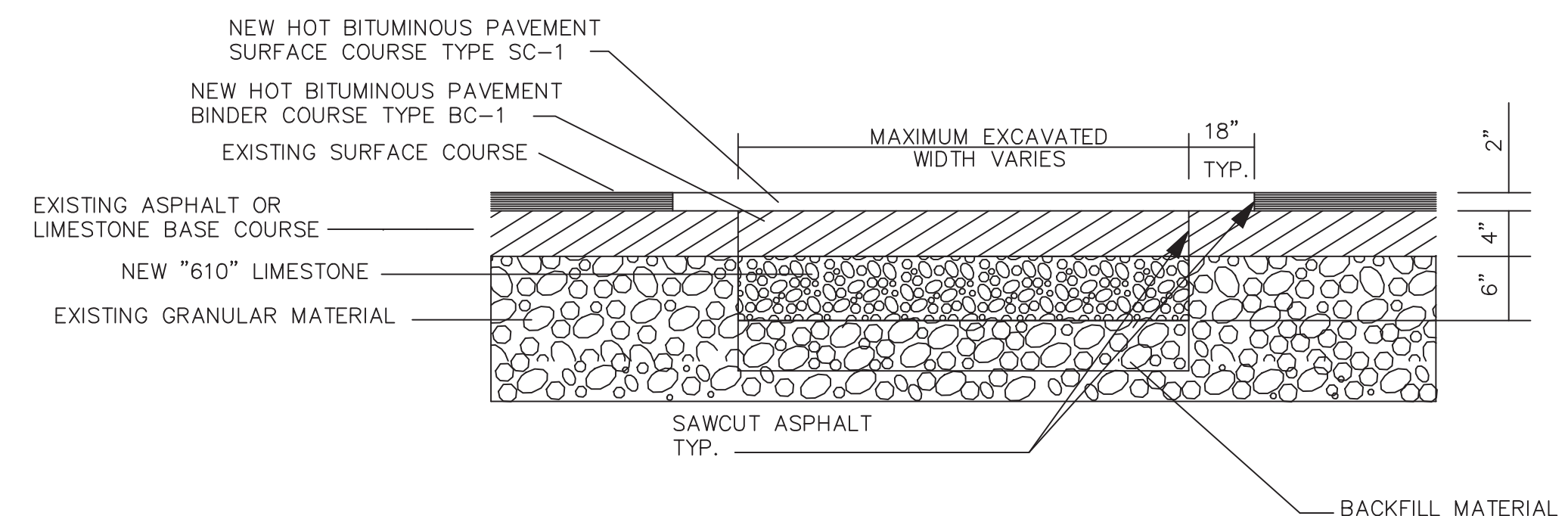
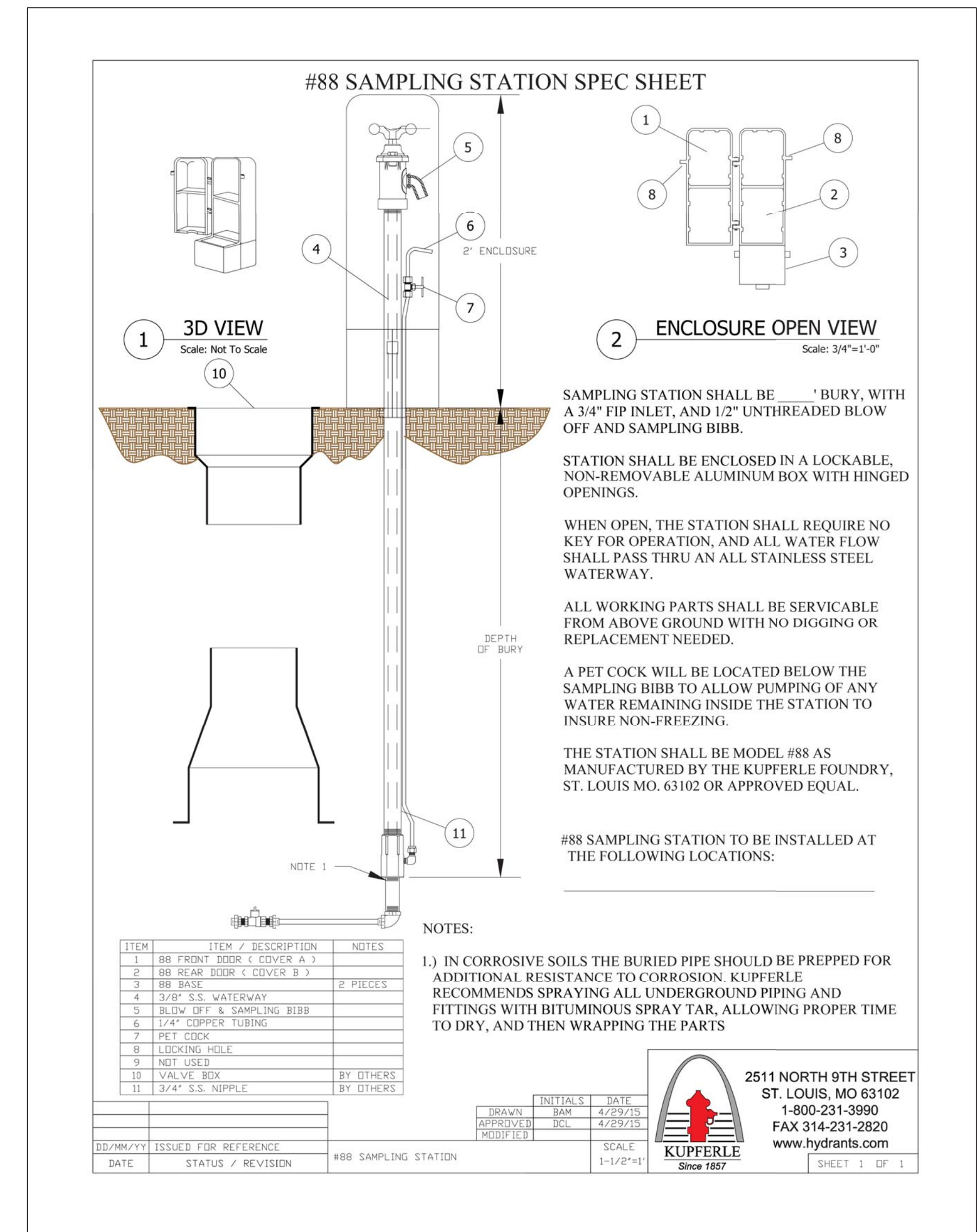
LETTERS "S" AND "W"
TO BE 1/2" DEEP



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:

- EXISTING GRANULAR MATERIAL, NEW BACKFILL MATERIAL, AND NEW "610" LIMESTONE SHALL BE COMPACTED TO 95% PROCTOR PER ASTM D1557.
- 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

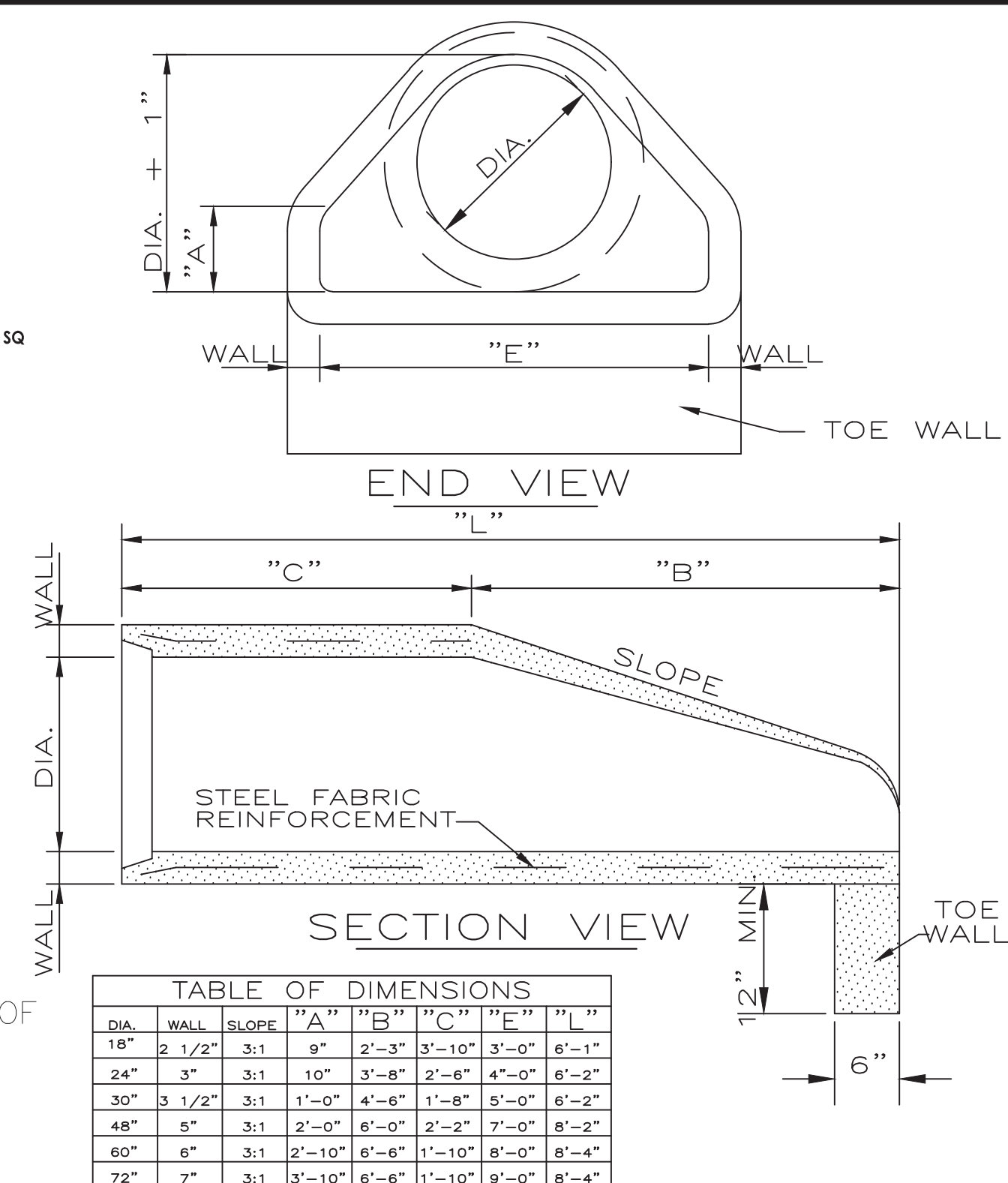
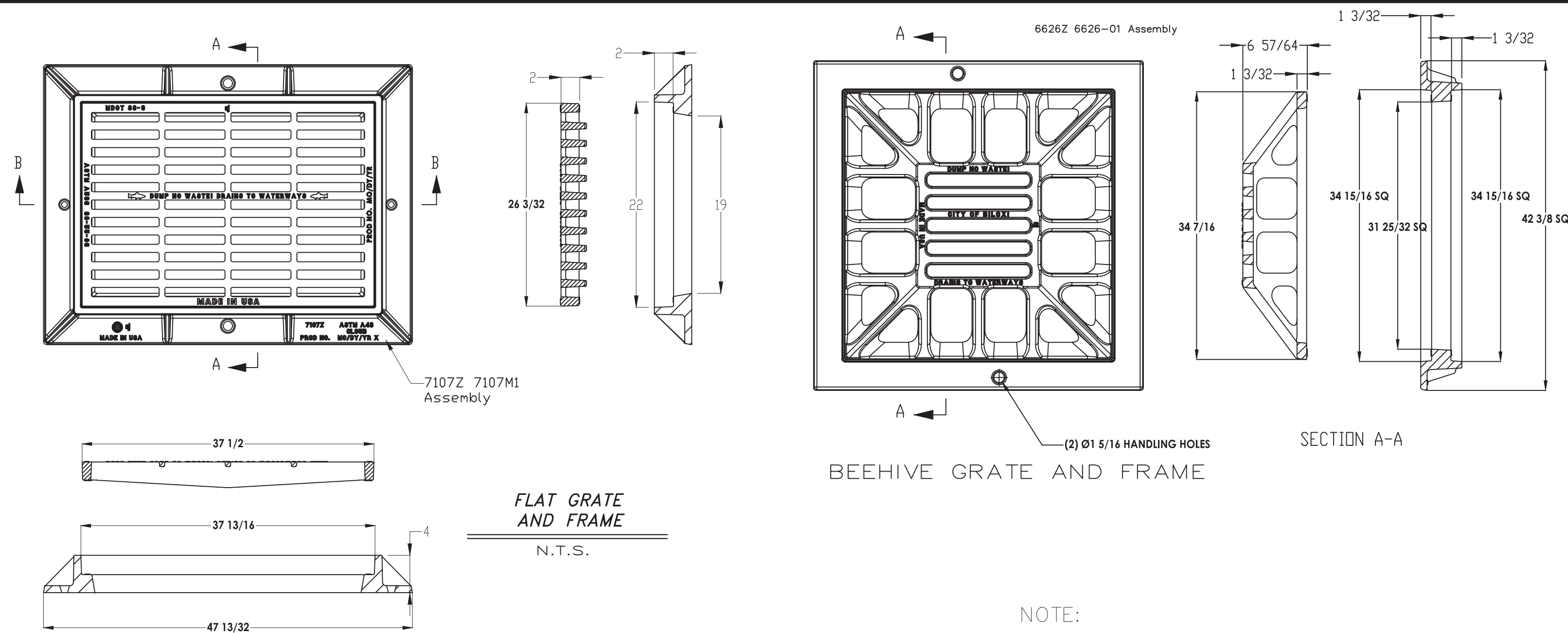
Construction Details

Legacy Medical Park
City of Gautier, Mississippi

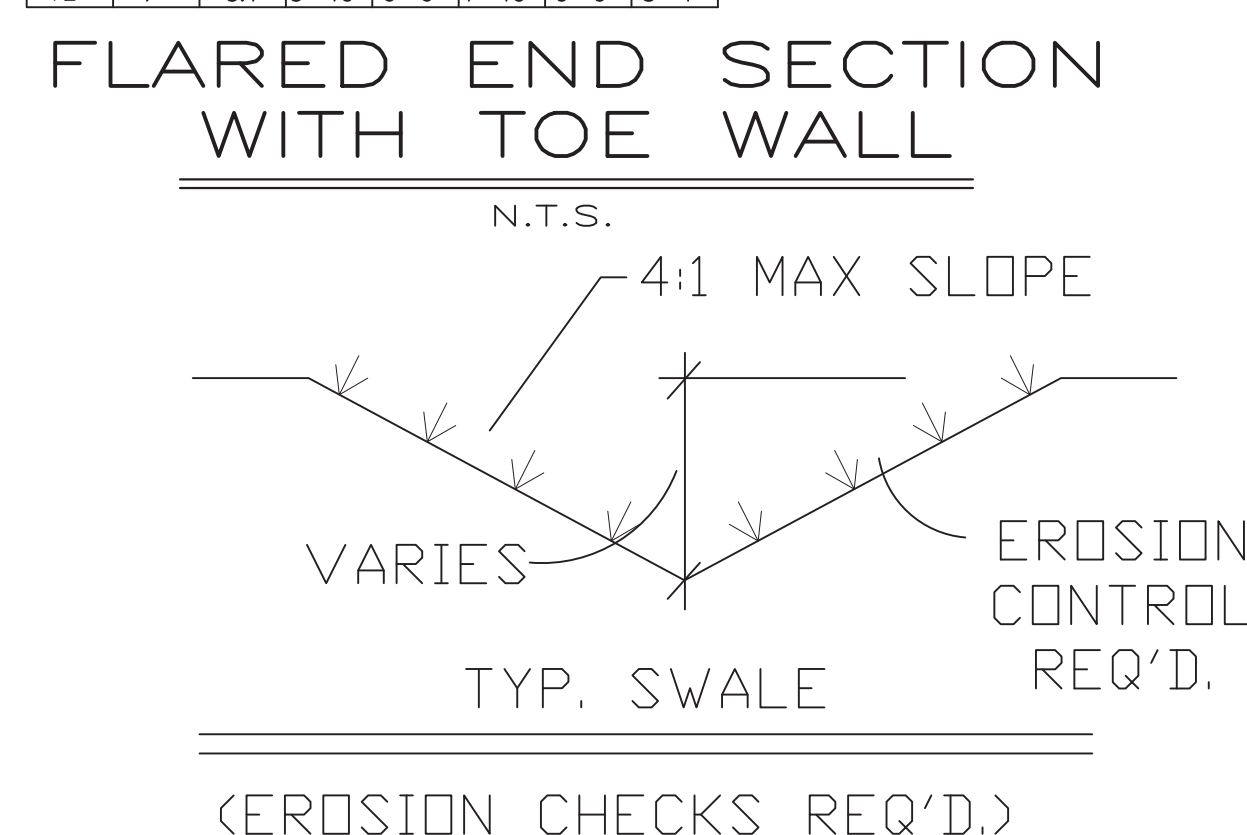
13061 Shriners Blvd., SUITE C
Biloxi, Mississippi 39532
Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieffel and Associates, Inc.
Consulting Engineers

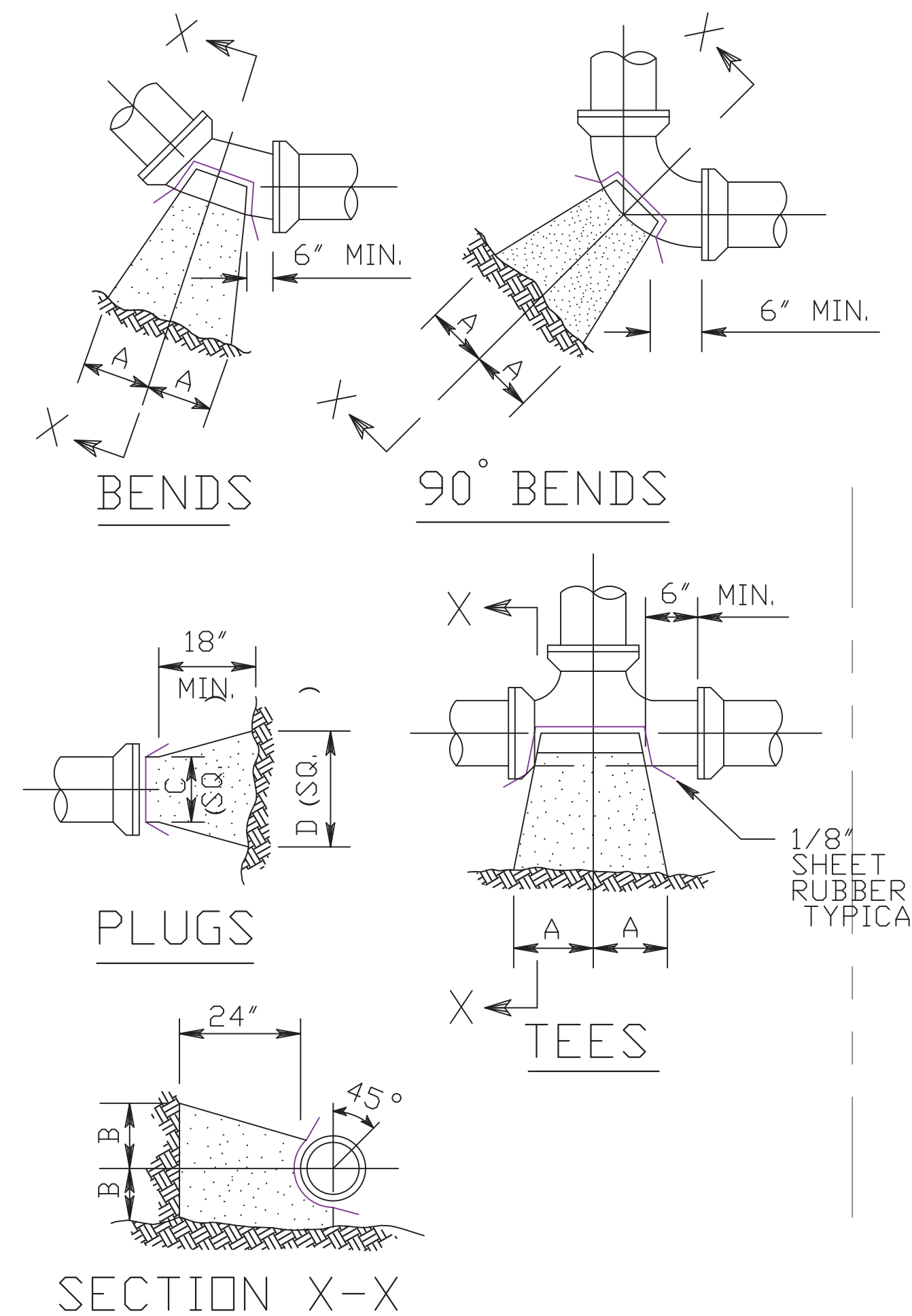
SHEET
18
PROJECT NO.
896



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"



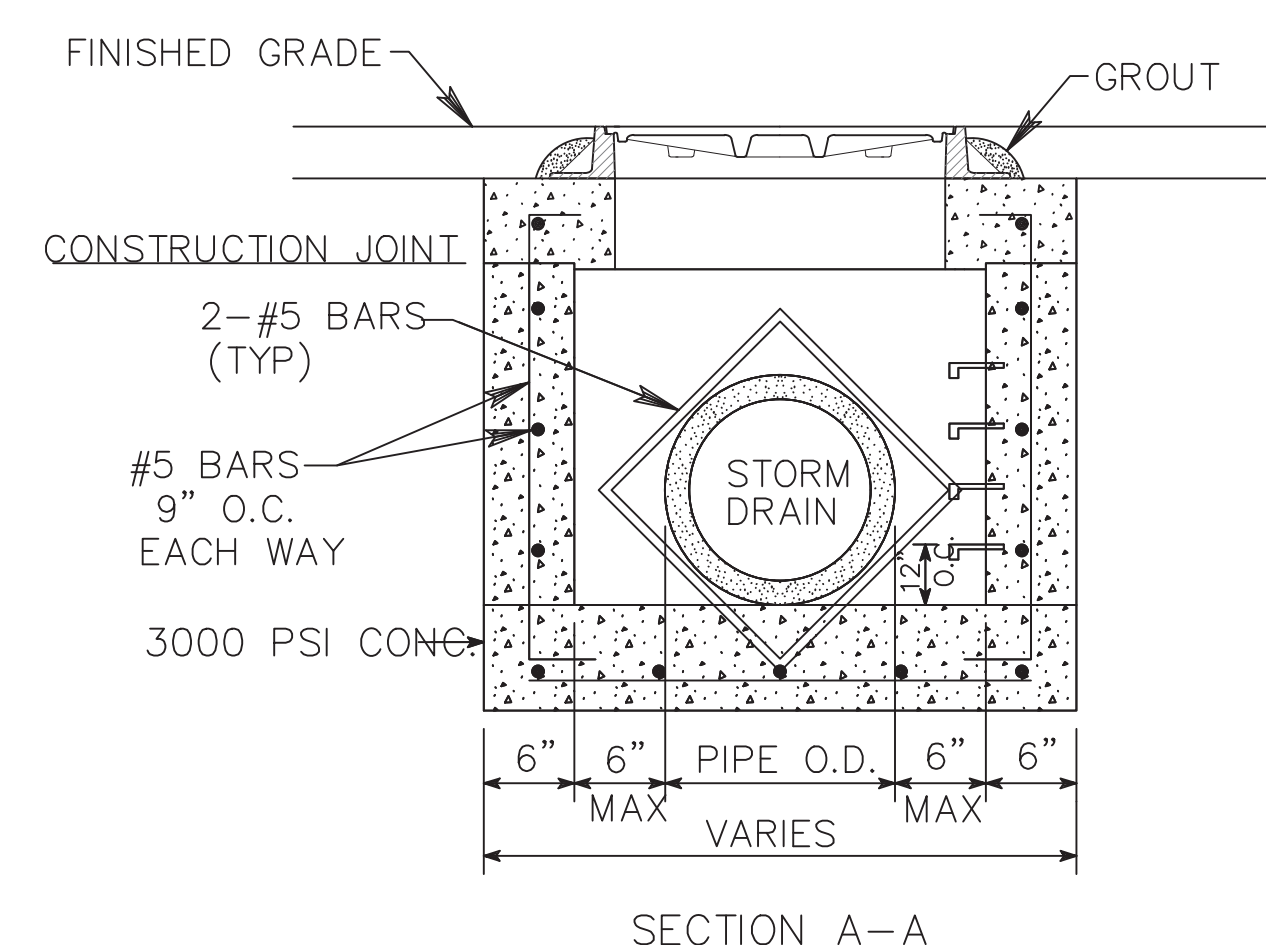
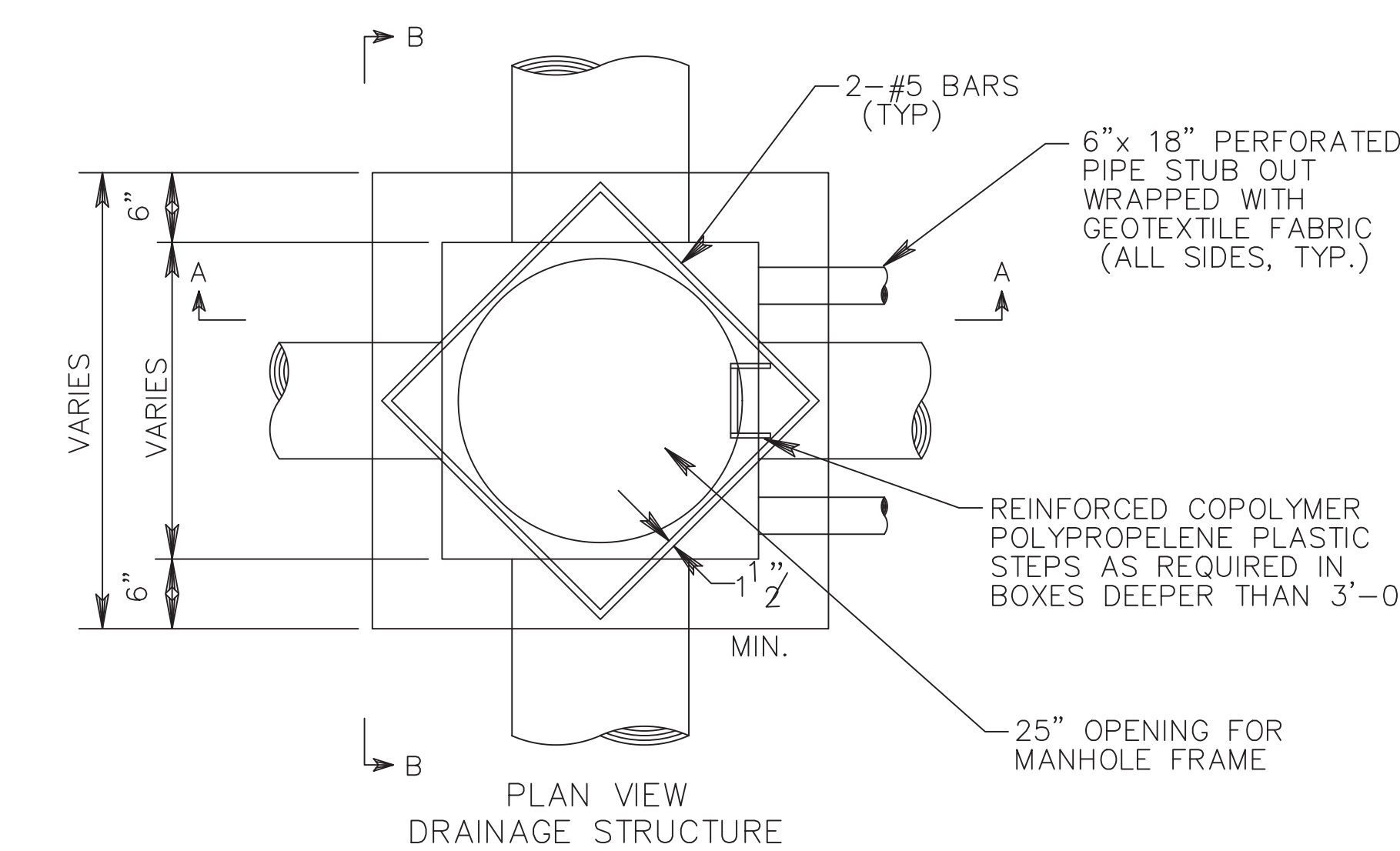
- notes;
- all posts and framing to schedule 40 galvanized steel.
 - center 1 5/8" brace and 3/8" brace rod also req'd. @ each side of each corner
 - use 9 gauge, soft annealed wire to attach fabric to rails and posts @ 24" o.c.
 - hold tops of all concrete footings 2" below finished grade.
 - drive gates to be 10'-0"x8'-0" (no netting above) walk gates shall be 4'-0"x8'-0" (with netting above)



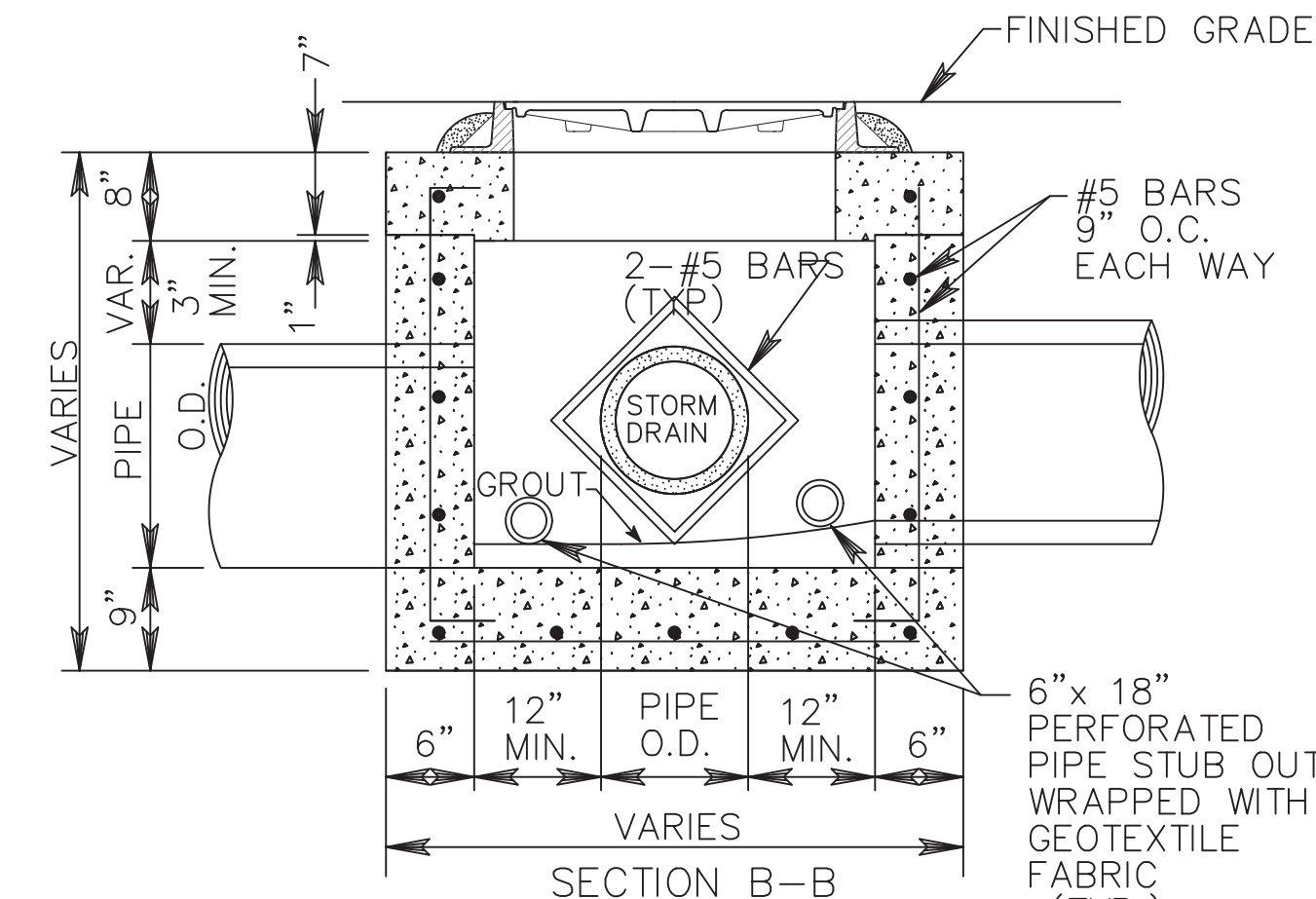
SDIL	SIZE	45° BEND		22 1/2° BEND		11 1/4° BEND		90° BEND		TEE		PLUG	
		A	B	A	B	A	B	A	B	A	B	C	D
2000 psf	6"	16	10	9	10	6	8	18	10	10	12	10	21
	8"	22	13	12	13	8	10	25	13	16	12	20	29
	10"	26	17	14	17	10	13	30	17	16	20	14	36
	12"	29	21	16	21	11	16	34	21	18	24	16	41
	14"	35	24	19	24	12	20	36	24	22	27	18	48
	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

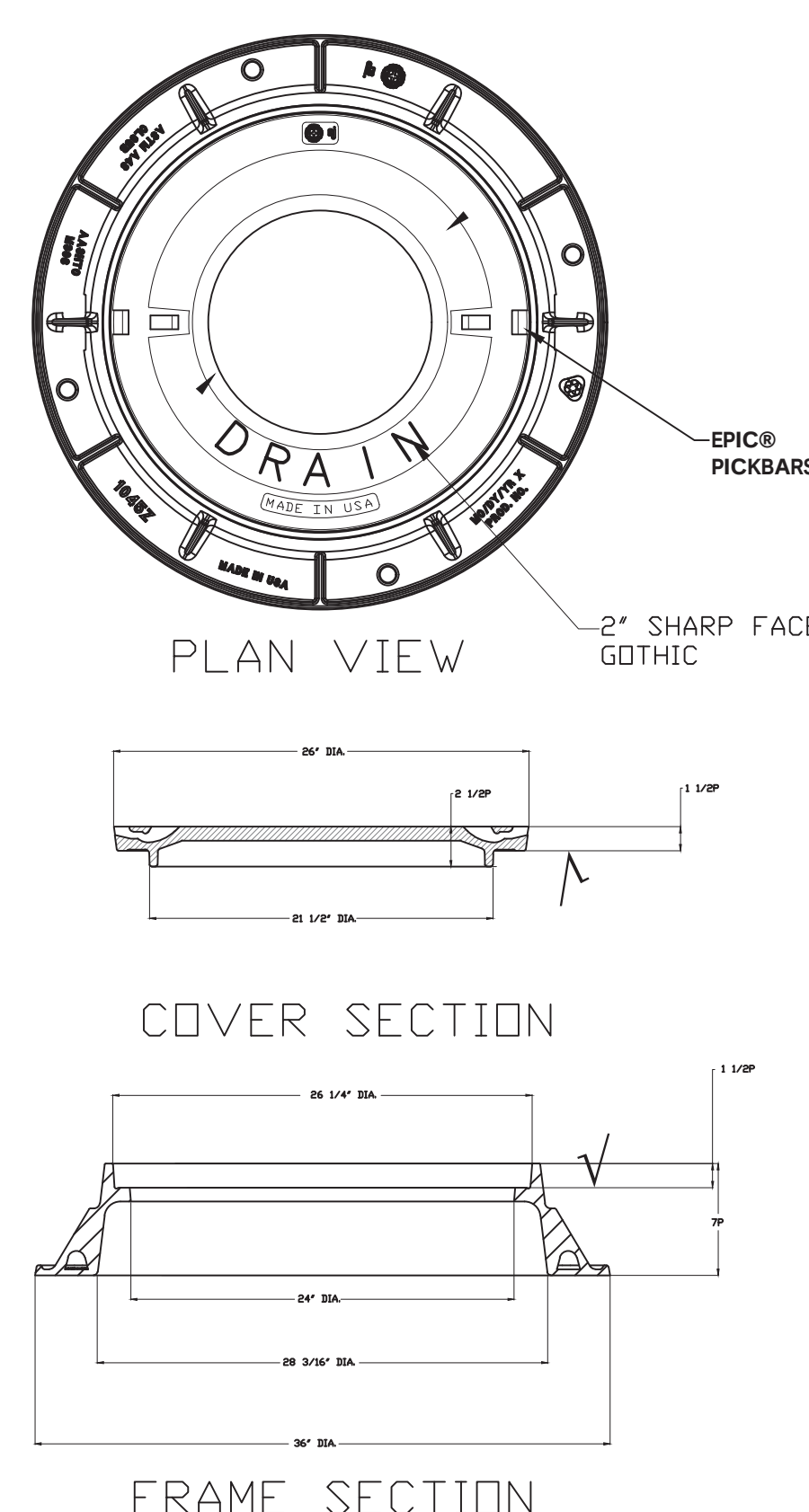


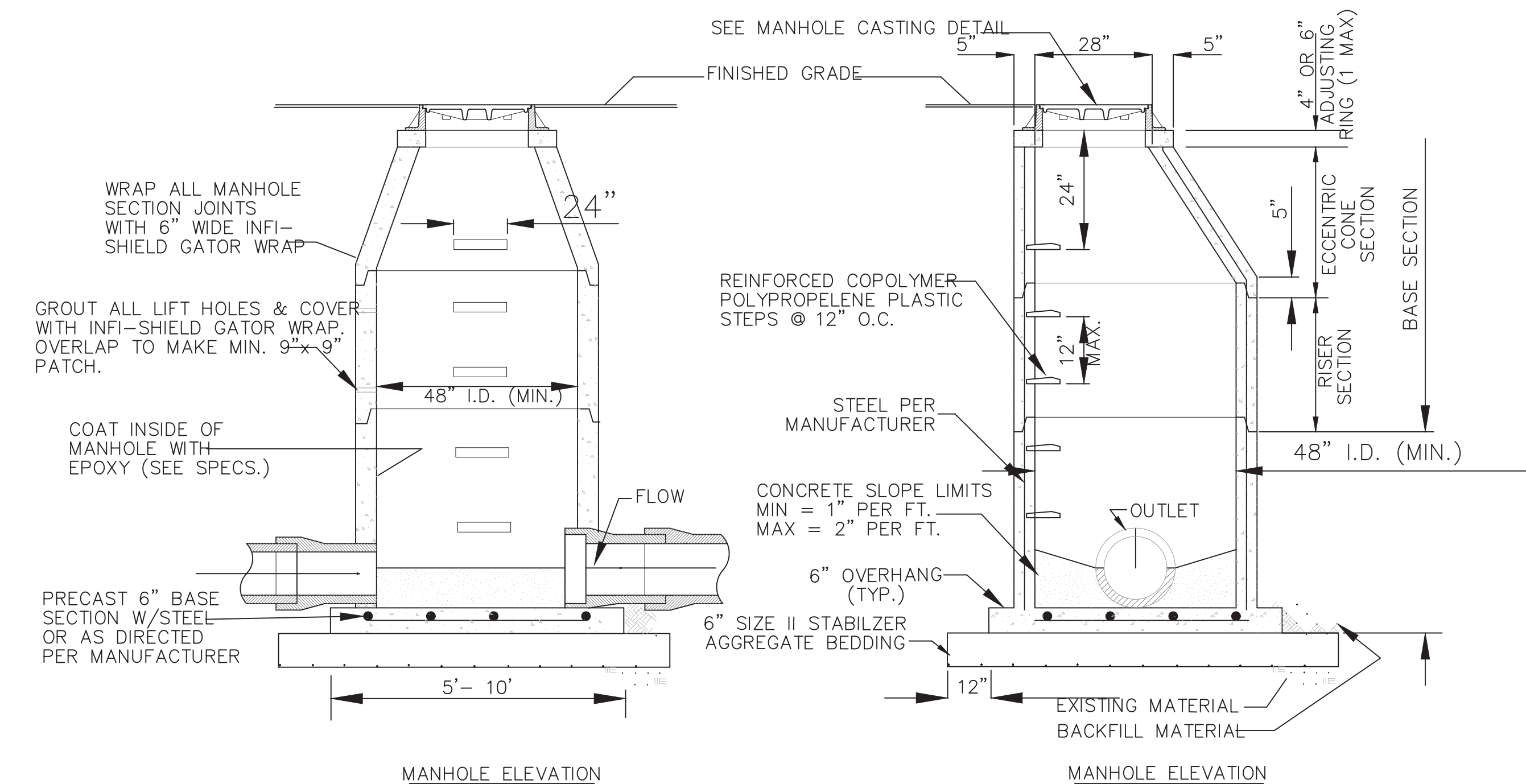
TYPICAL CATCH BASIN OR JUNCTION BOX DETAIL

N.T.S.

- 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





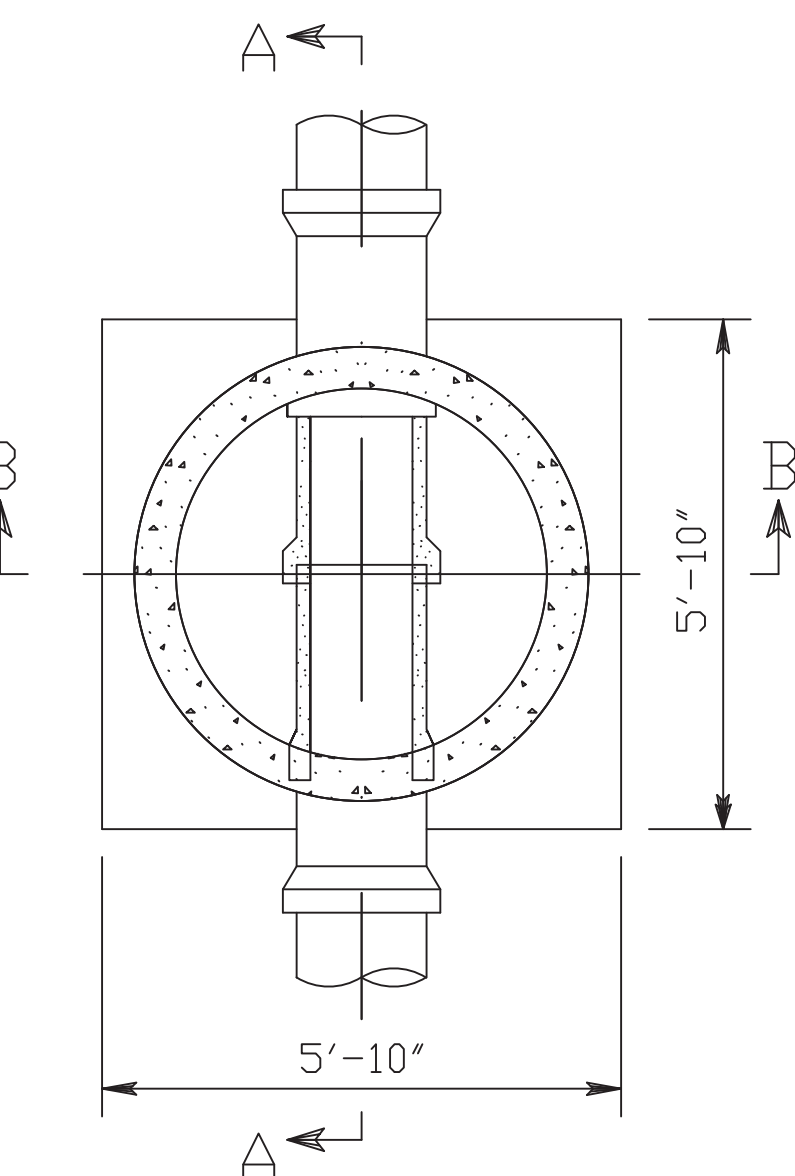
SEWER MANHOLE NOTES:

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

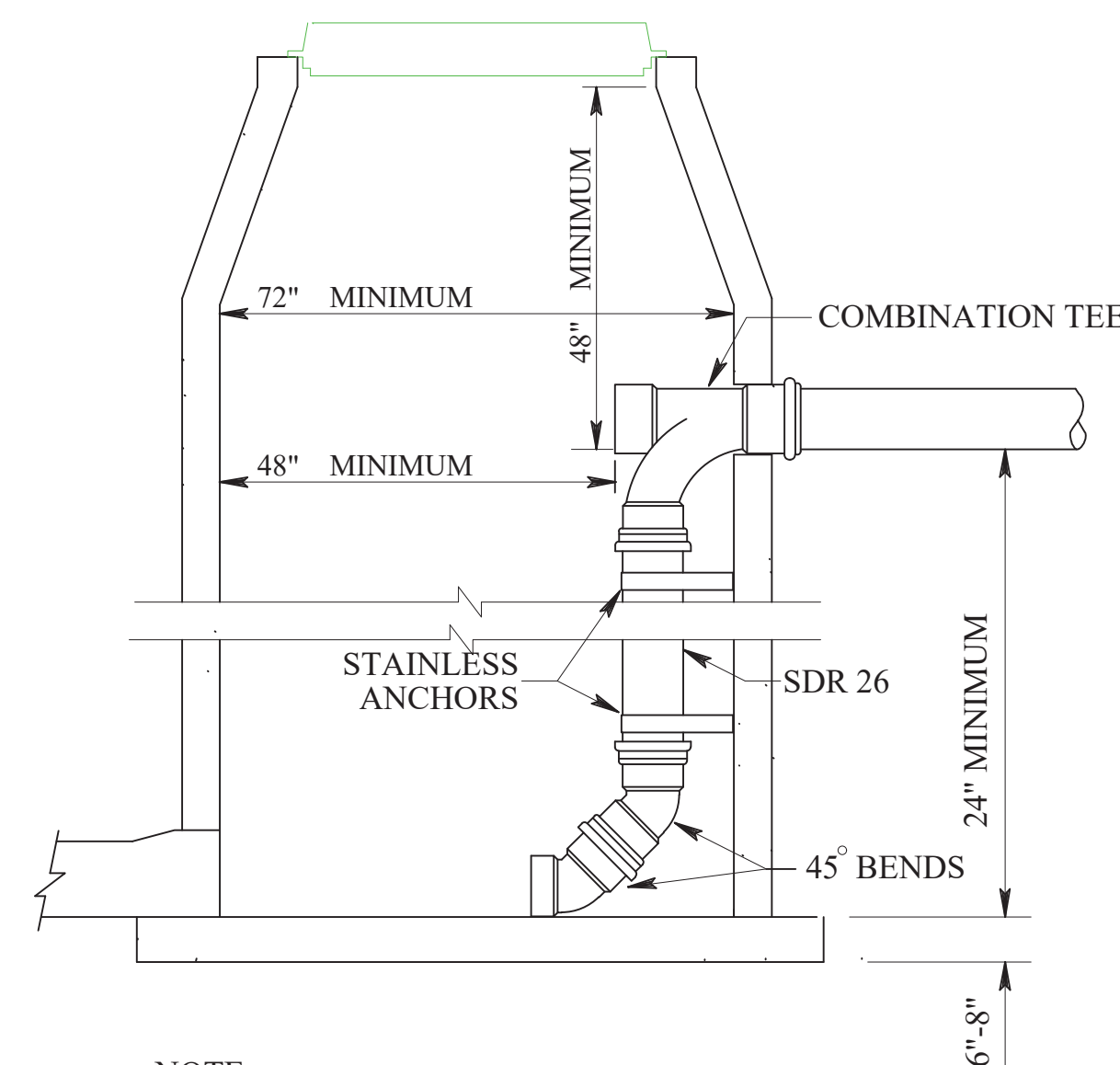
SCALE: N.T.S.

UPDATED: 6/26/2019



NOTE:
PRECAST CONE, RISER AND
BASE UNIT MUST COMPLY
WITH ASTM SPEC. "C"

PARTIAL PLAN



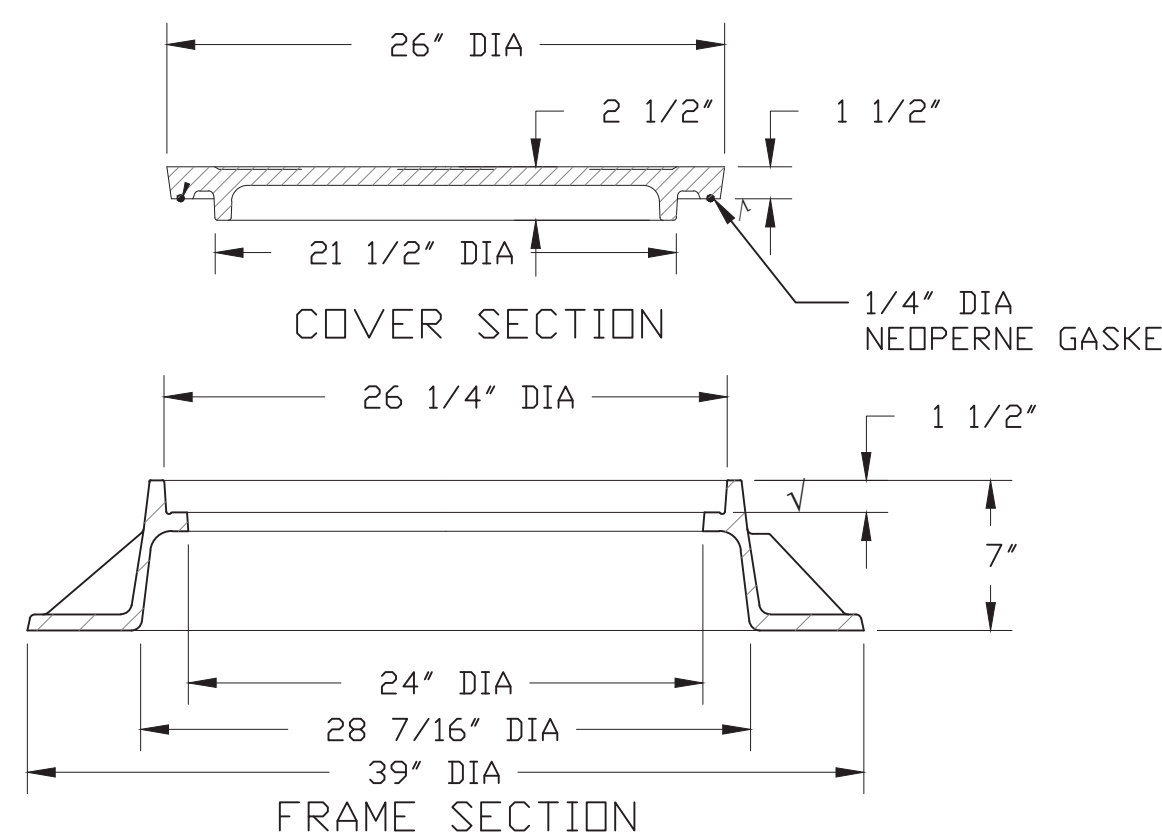
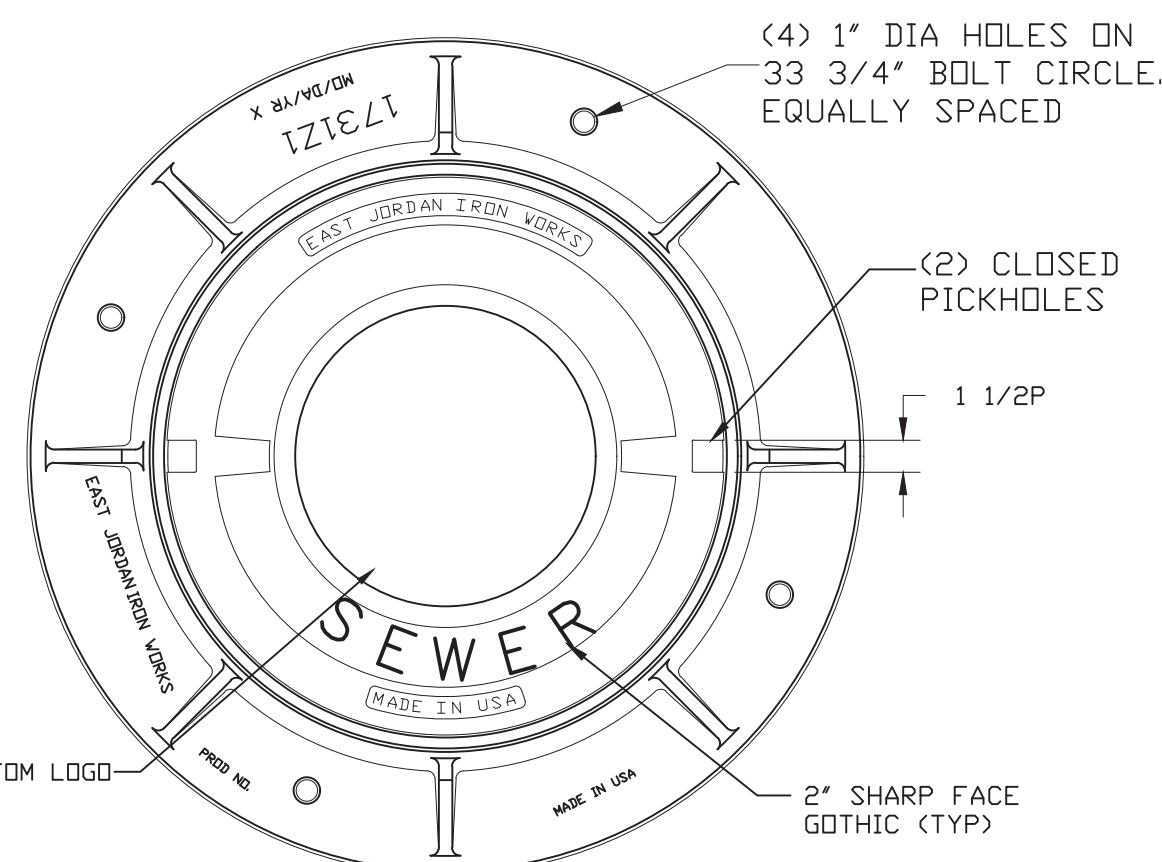
NOTE:

1. See "Precast Sanitary Sewer Manhole Details"
for Manhole Details.

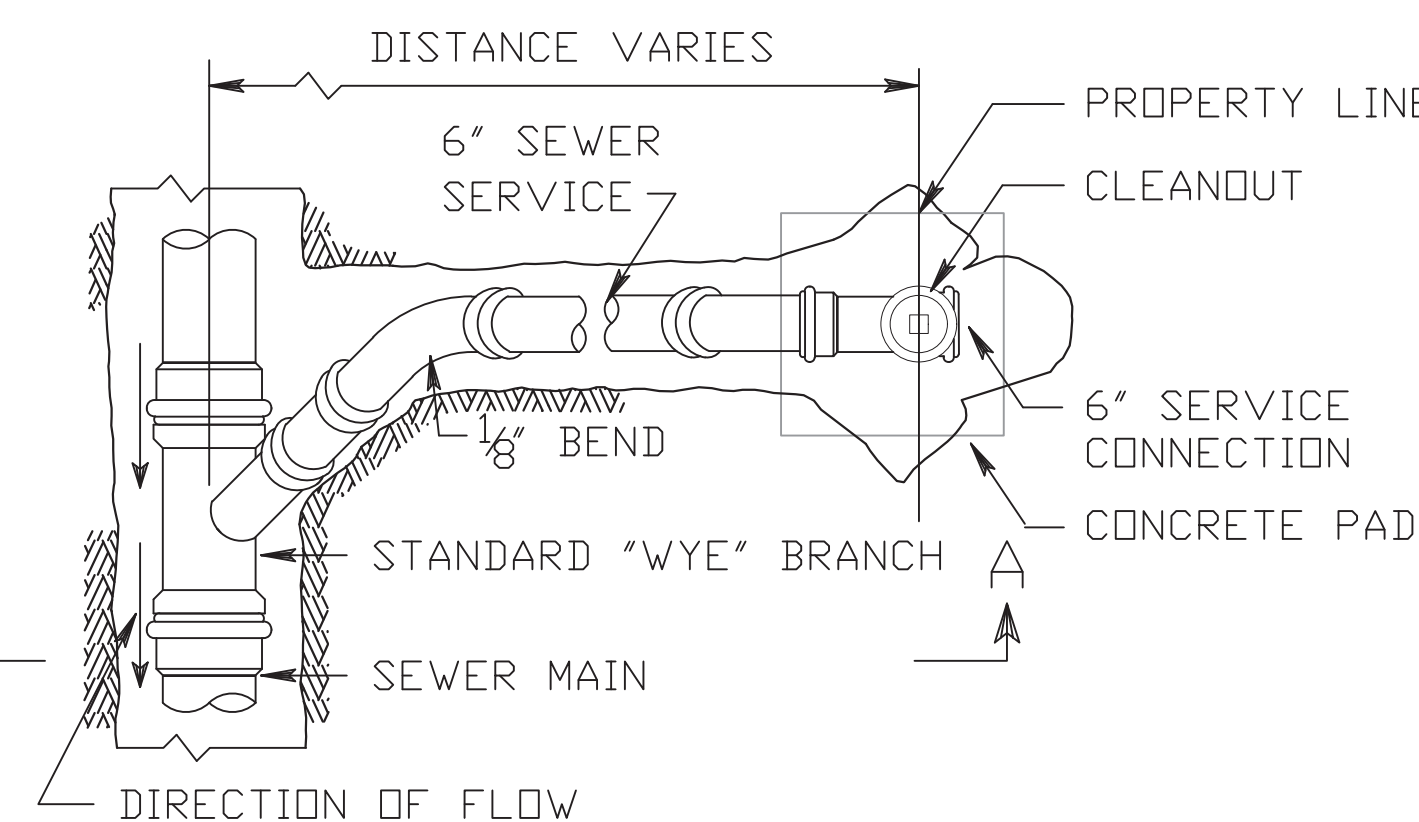
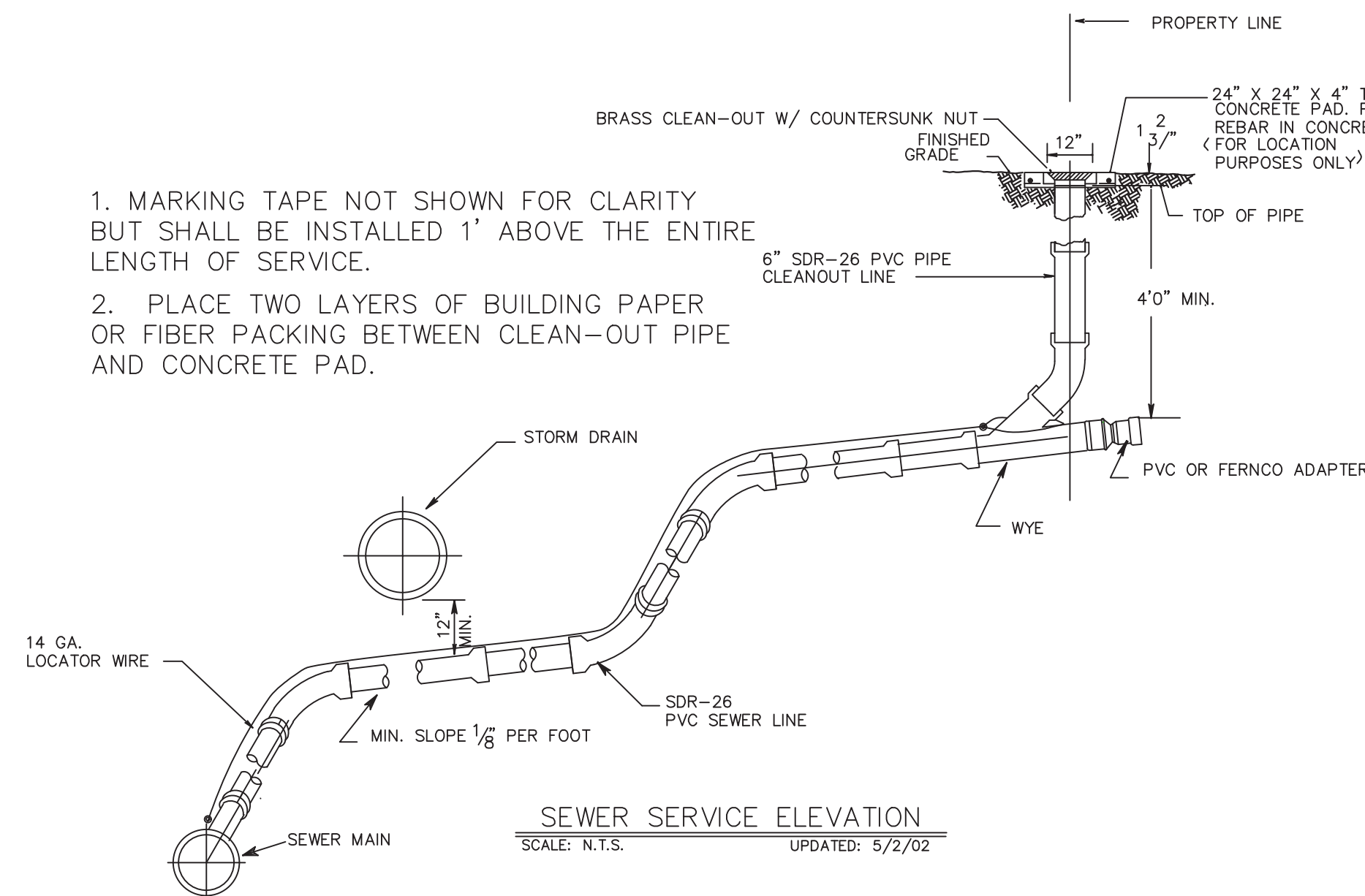
SANITARY SEWER DROP MANHOLE ELEVATION

SCALE: N.T.S.

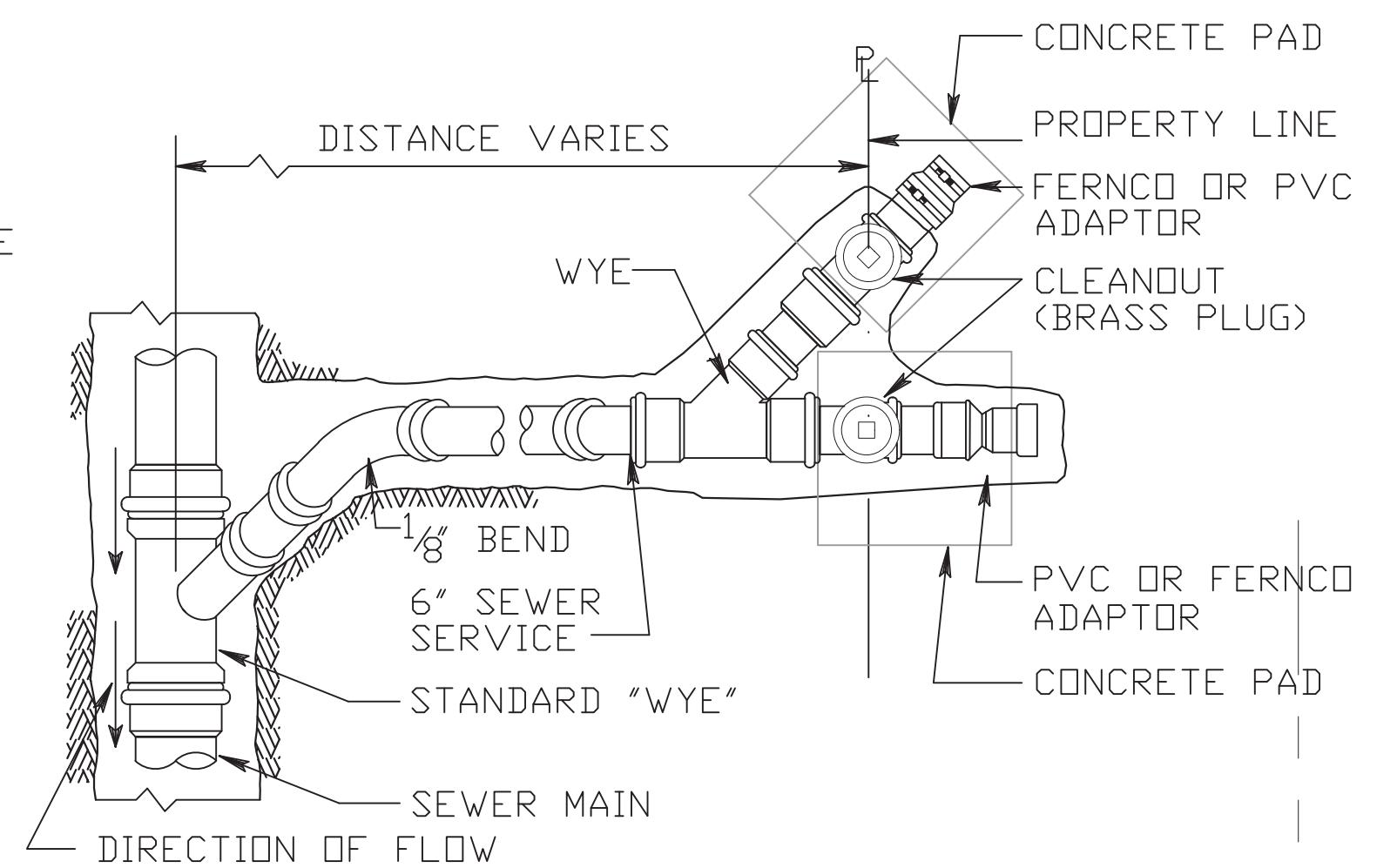
UPDATED: 6/16/2015



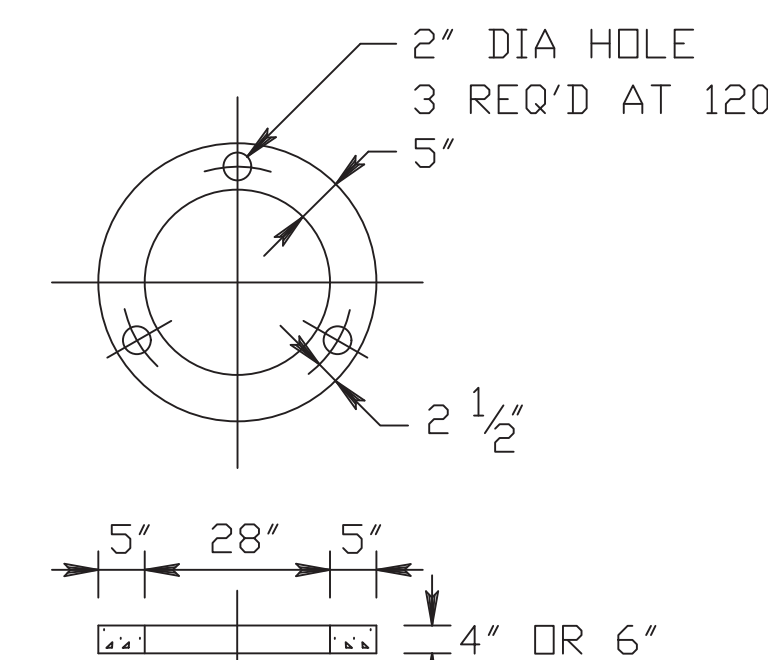
1. MARKING TAPE NOT SHOWN FOR CLARITY BUT SHALL BE INSTALLED 1' ABOVE THE ENTIRE LENGTH OF SERVICE.
2. PLACE TWO LAYERS OF BUILDING PAPER OR FIBER PACKING BETWEEN CLEAN-OUT PIPE AND CONCRETE PAD.



PLAN - SINGLE WYE SERVICE



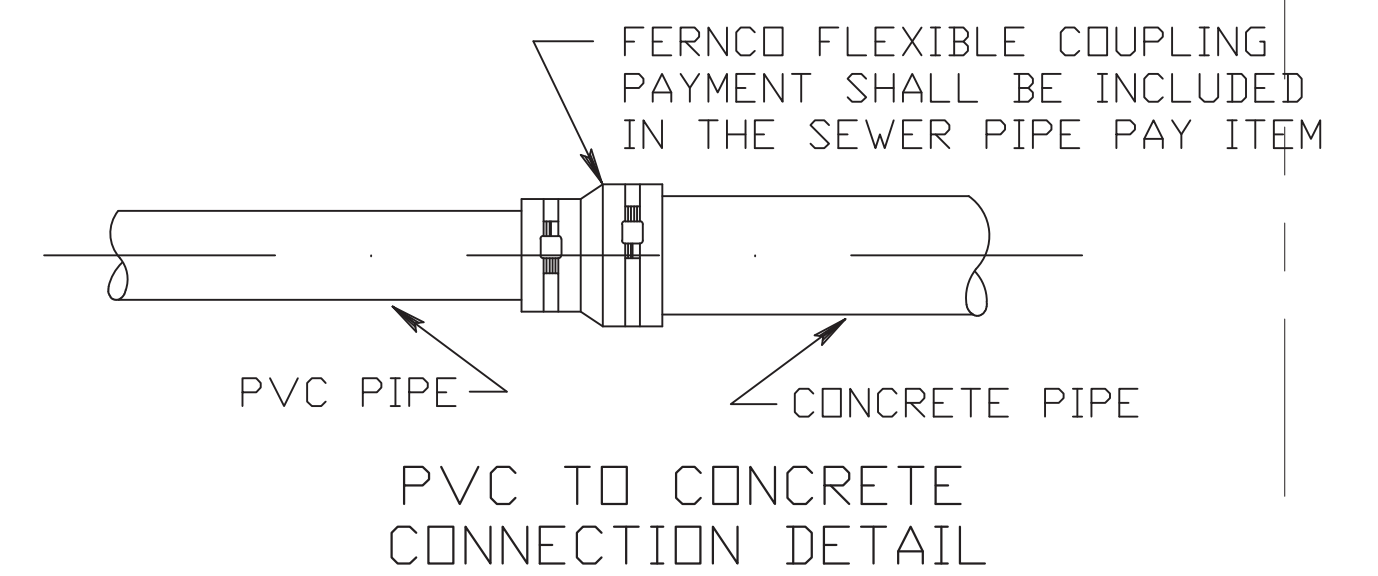
PLAN - DOUBLE WYE SERVICE



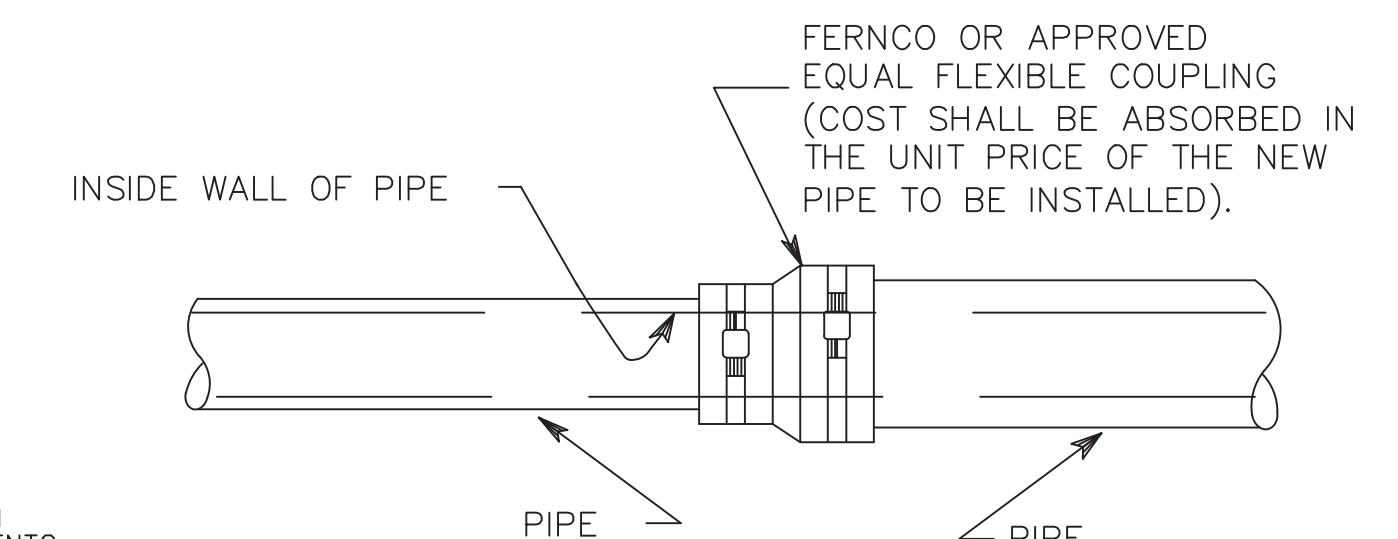
ADJUSTING RING

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.



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

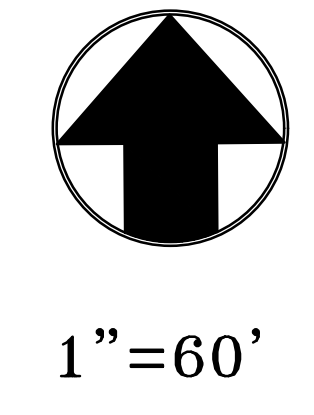
PRECAST CONCRETE SEWER MANHOLE

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
PROJECT NAME	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

Councilman Colledge returned to the meeting after the consideration for Consent Agenda Item 13.

During City Attorney comments, a motion was requested to enter closed session to determine if executive session is necessary.

Councilman Colledge made the motion to enter executive session to discuss potential litigation relating to the Martin Bluff Road Widening Project and Municipal Judge appointment. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to authorize the City Manager to proceed with deductive change order regarding the widening of Martin Bluff Road from Martin Bluff Elementary School continuing north to the end of the project. Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to appoint Judge Shon Ellerby as municipal judge. Councilman Jackson second the motion. The motion was carried by majority with Mayor Vaughan, Councilman At-Large Colledge, Councilman George, and Councilman Jackson voting in favor. Those that opposed were Councilman Gollott, Councilman Anderson, and Councilman Elbin.

Councilman Colledge made the motion to appoint Judge Kaliegh Nelson as Judge Pro Tem. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to enter open session. Councilman Colledge seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to adjourn until January 7, 2025 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 January 7, 2025.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

January 7, 2025
Receive October 2024 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive October 2024 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for 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.

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 January 7, 2025.

OCT 2024 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,995,906.77
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,601,621.71
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$1,127,517.68
Amphitheater Venue	Depository Account	004-000-001	\$150,442.90
MDAH School House Grant	Depository Account	030-000-001	\$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$129,776.60
U S Justice Equitable Sharing	Depository Account	157-000-001	\$81,824.00
Fire Protection Fund	Depository Account	160-000-001	\$335,993.09
Tidelands Grant	Depository Account	171-000-001	\$274.50
Library Support Fund	Depository Account	172-000-001	\$1,891.26
Fairway Boat Launch	Depository Account	173-000-001	(\$7,500.00)
Shepard State Park Fund	Depository Account	176-000-001	\$57,614.48
USDA NRCS EWP Program	Depository Account	300-000-001	\$34,695.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$4,792.94
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$8,535,278.43
General Depository Reconciled Cash Balance			\$8,535,328.43

ENTERPRISE FUND

Fund Name		Account #	Balance
OST-GV Sewer Improvements	Enterprise Account	360-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	(\$20,530.00)
Head Start Drainage Imp Project	Enterprise Account	370-000-002	\$0.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	\$0.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,819,083.24
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	\$109,219.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,907,784.49
Enterprise Reconciled Cash Balance			\$3,904,079.45

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$818,003.06
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$144,193.47
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$405,461.26
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$725,983.16
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$61,256.40
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$61,256.20
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$20,737.69
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$13,375.80
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	\$1,519,170.70
Inclusion Playground HB603	Restricted Fund	304-000-009	\$2,649.50
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,017,642.49
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$851,494.48
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$176.31
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	\$265,952.86
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	\$40,000.00
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$258,089.73
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$980,220.54
Total Bond & Restricted Reconciled Cash Balances			\$8,185,663.65

**OCT 2024
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2025	OCT 2024	Balance	8.33% % to date
General Fund Revenues	12,000,622.00	569,005.00	11,431,617.00	4.7%
Expenditures:				
001 Legislative	246,854.00	27,610.03	219,243.97	11.1%
010 City Court	484,096.00	18,919.83	465,176.17	3.9%
021 City Manager	147,300.00	19,727.00	127,573.00	13.3%
022 Human Resources	76,701.00	4,887.42	71,813.58	6.3%
030 Elections	30,000.00	0.00	30,000.00	
040 City Clerk	500,258.00	33,299.42	466,958.58	6.6%
060 City Attorney	150,000.00	11,250.00	138,750.00	7.5%
090 Economic Dev - Planning	522,794.00	34,956.29	487,837.71	6.6%
092 Building & General Expenses	1,244,074.00	325,770.45	918,303.55	26.1%
094 Grants & Project Admin	240,376.00	16,837.98	223,538.02	7.0%
100 Police	4,255,039.00	256,947.47	3,998,091.53	6.0%
161 Fire	3,118,334.00	209,649.05	2,908,684.95	6.7%
170 Recreation	809,630.00	47,791.50	761,838.50	5.9%
201 PW: Streets	675,100.00	1,598.33	673,501.67	0.2%
205 PW: Maintenance	359,005.00	20,264.58	338,740.42	5.6%
680 Debt Service	87,454.00	0.00	87,454.00	
900 Interfund Transfers	767,100.00	0.00	767,100.00	
General Fund Expenditures	13,714,115.00	1,029,509.35	12,684,605.65	7.5%
<i>Total Operating Expenditures</i>	12,501,430.00	1,029,509.35	11,471,920.65	
<i>Total Capital Outlay Expenditures</i>	221,920.00	0.00	221,920.00	
<i>Total Debt Service</i>	223,665.00	0.00	223,665.00	
<i>Total Transfers Out</i>	767,100.00	0.00	767,100.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	13,714,115.00	1,029,509.35	12,684,605.65	
<i>Personnel</i>	9,025,316.00	642,864.74	8,382,451.26	
<i>Supplies</i>	703,150.00	14,223.12	688,926.88	
<i>Other Services</i>	2,772,964.00	372,421.49	2,400,542.51	
<i>Capital Outlay</i>	221,920.00	0.00	221,920.00	
<i>Debt Service</i>	223,665.00	0.00	223,665.00	
<i>Interfund Transfers for DS</i>	767,100.00	0.00	767,100.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	13,714,115.00	1,029,509.35	12,684,605.65	

**OCT 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2025	As of OCT 2024	Balance	8.33% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00		1,123,294.00	
Expenditures	2,724,915.71		2,724,915.71	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	3,197,457.79	205,313.86	2,992,143.93	6.4%
Expenditures	4,064,396.11	33,418.10	4,030,978.01	0.8%
004 Amphitheater Venue Fund				
Revenues	600,000.00	133,458.50	466,541.50	22.2%
Expenditures	609,590.00	7,810.44	601,779.56	1.2%
030 MDAH 2014 Community Heritage				
Revenues	74,577.00		74,577.00	
Expenditures	95,004.43		95,004.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,340,945.46	46,254.69	4,294,690.77	1.0%
Expenditures	5,167,790.93	52,343.49	5,115,447.44	1.0%
156 SE MS METRO TASK FORCE				
Revenues	0.00		0.00	
Expenditures	125,000.00		125,000.00	
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	65,484.95		65,484.95	
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	148,550.00		148,550.00	
171 Combined Tidelands Grant				
Revenues	755,176.84	10,139.78	745,037.06	1.3%
Expenditures	750,551.47		750,551.47	
172 Library Support Fund				
Revenues	127,913.00	1,891.26	126,021.74	1.4%
Expenditures	127,913.00		127,913.00	
173 Fairway Boat Launch - Tidelands				
Revenues	487,125.00	2,400.00	484,725.00	0.4%
Expenditures	487,125.00		487,125.00	
176 Shepard State Park				
Revenues	185,500.00	27,645.02	157,854.98	14.9%
Expenditures	208,913.00	7,752.48	201,160.52	3.7%

**OCT 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2025	As of OCT 2024	Balance	8.33% % to date
177 HB1353 Local Imps: Shepard				
Revenues	0.00	467.09	(467.09)	
Expenditures	218,309.63		218,309.63	
250 2018 W&S Bond Debt Service				
Revenues	289,850.00	24,265.26	265,584.74	8.3%
Expenditures	284,306.26	57,153.13	227,153.13	20.1%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,560.00	892.75	10,667.25	7.7%
Expenditures	1,450.00		1,450.00	
252 2019 W&S Bond Debt Service				
Revenues	386,600.00	32,741.41	353,858.59	8.4%
Expenditures	381,250.00		381,250.00	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,900.00	1,157.44	10,742.56	9.7%
Expenditures	2,000.00		2,000.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	297,792.00	50.11	297,741.89	
Expenditures	297,731.26		297,731.26	
255 S2020 Refnd GO Bond Debt Service				
Revenues	469,367.50		469,367.50	
Expenditures	469,367.50		469,367.50	
256 S2023 GO Note Debt Service				
Revenues	374,314.00	345,885.50	28,428.50	92.4%
Expenditures	374,314.00	345,885.50	28,428.50	92.4%
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	0.00		0.00	
Expenditures	0.00		0.00	
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	0.00		0.00	
Expenditures	0.00		0.00	
259 5.3M Uty Rev Bond DS Reserve				
Revenues	0.00		0.00	
Expenditures	0.00		0.00	
300 USDA-NRCS EWP				
Revenues	104,362.50		104,362.50	
Expenditures	138,500.00		138,500.00	

**OCT 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2025	As of OCT 2024	Balance	8.33% % to date
304 Town Commons Park Project				
Revenues	0.00	6.40	(6.40)	
Expenditures	0.00		0.00	
305 S2019 MPI GO Bond Construction Fund				
Revenues	50.00	40.61	9.39	81.2%
Expenditures	20,788.44		20,788.44	
309 Town Center: MS Songwriters PA Center				
Revenues	1,510,000.00	10,603.88	1,499,396.12	0.7%
Expenditures	5,878,847.01		5,878,847.01	
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	2,004,000.00	40,000.00	1,964,000.00	1.9%
Expenditures	2,004,000.00		2,004,000.00	
311 Hickory Hill "Lark" Park				
Revenues	1,501,000.00		1,501,000.00	
Expenditures	1,501,000.00		1,501,000.00	
312 SSP Ranger House Renovation				
Revenues	1,300,000.00		1,300,000.00	
Expenditures	1,300,000.00		1,300,000.00	
313 South Gautier-Vancleave Rd Sidewalk				
Revenues	255,510.00		255,510.00	
Expenditures	255,510.00		255,510.00	
355 Water Supply & Treatment Plant				
Revenues	2,102,000.00	642.65	2,101,357.35	
Expenditures	2,367,253.15		2,367,253.15	
356 Lark Water Treatment Plant				
Revenues	4,980,000.00		4,980,000.00	
Expenditures	4,980,000.00		4,980,000.00	
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	5,309,000.00		5,309,000.00	
Expenditures	5,309,000.00		5,309,000.00	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	2,872,391.00		2,872,391.00	
Expenditures	2,831,331.00		2,831,331.00	
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	3,071,150.00		3,071,150.00	
Expenditures	3,071,150.00		3,071,150.00	

**OCT 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2025	As of OCT 2024	Balance	8.33% % to date
364 SEC 592 Water-Sewer Improvements				
Revenues	3,450,000.00		3,450,000.00	
Expenditures	3,450,000.00		3,450,000.00	
401 S2023 GO Note Equipment Fund				
Revenues	0.00		0.00	
Expenditures	109,219.25		109,219.25	
404 Solid Waste Fund				
Revenues	2,343,600.00		2,343,600.00	
Expenditures	2,378,275.00	106,226.40	2,272,048.60	4.4%
422 Water Meter Replacement				
Revenues	1,500,500.00		1,500,500.00	
Expenditures	1,500,500.00		1,500,500.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	800.00	623.64	176.36	77.9%
Expenditures	0.00		0.00	

**OCT 2024
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2025	OCT 2024	Balance	8.33% % to date
Utility Fund Revenues	10,990,600.00	1,021,090.69	9,969,509.31	9.2%
Administration	3,423,689.00	130,751.15	3,292,937.85	3.8%
Water & Sewer O & M	4,269,932.00	256,417.00	4,013,515.00	6.0%
Debt Service	1,028,741.00	43,427.11	985,313.89	4.2%
Transfers	2,166,314.00	401,885.50	1,764,428.50	18.5%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	11,088,676.00	832,480.76	10,256,195.24	7.5%
<i>Total Operating Expenditures</i>	<i>7,509,621.00</i>	<i>387,168.15</i>	<i>7,122,452.85</i>	
<i>Total Capital Outlay Expenditures</i>	<i>184,000.00</i>	<i>0.00</i>	<i>184,000.00</i>	
<i>Total Debt Service</i>	<i>1,028,741.00</i>	<i>43,427.11</i>	<i>985,313.89</i>	
<i>Total Interfund Transfers</i>	<i>2,166,314.00</i>	<i>401,885.50</i>	<i>1,764,428.50</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>11,088,676.00</i>	<i>832,480.76</i>	<i>10,256,195.24</i>	
 <i>Personnel</i>	 <i>597,368.00</i>	 <i>40,444.28</i>	 <i>556,923.72</i>	
<i>Supplies</i>	<i>376,000.00</i>	<i>347.83</i>	<i>375,652.17</i>	
<i>Other Services</i>	<i>6,536,253.00</i>	<i>346,376.04</i>	<i>6,189,876.96</i>	
<i>Capital Outlay</i>	<i>184,000.00</i>	<i>0.00</i>	<i>184,000.00</i>	
<i>Debt Service</i>	<i>1,028,741.00</i>	<i>43,427.11</i>	<i>985,313.89</i>	
<i>Interfund Transfers</i>	<i>2,166,314.00</i>	<i>401,885.50</i>	<i>1,764,428.50</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>11,088,676.00</i>	<i>832,480.76</i>	<i>10,256,195.24</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

January 7, 2025
Authorization to accept the monetary donation from
The Guice Agency for The City of Gautier's Fire
Department

Introduced by:
Contact Person/Telephone

Chief Josh Latch 497-8000

Summary Explanation: Authorization to accept the monetary donation from The Guice Agency for The City of Gautier's Fire Department

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, the City's Fire Department is seeking authorization from the City of Gautier to accept a monetary donation from The Guice Agency in the amount of one thousand dollars (\$1,000); and

WHEREAS, on or before December 3, 2024, the Mayor and Council approved a Limited Use Agreement between the City of Gautier, Nucontext, and The Guice & Guice Agency regarding the use of the West Fire Station for a Mississippi Power commercial; and

WHEREAS, in return for the use of the City's Fire Station, the Guice Agency submitted a donation check for the City of Gautier's Fire Department; 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 The Guice Agency in the amount of one thousand dollars (\$1,000) to the City of Gautier's Fire Department 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 **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 January 7, 2025 .

The Guice Agency
PO Box 1187
Biloxi, MS 39533-1187

Hancock/Whitney
85-868/655
Gulfport, MS 39501

015232

12/16/2024

PAY TO THE
ORDER OF City of Gautier

\$ **1,000.00

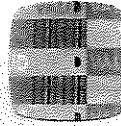
One Thousand and 00/100*****

DOLLARS

City of Gautier

MEMO

Filming Brown Rd. Finchouse



[Signature]
AUTHORIZED SIGNATURE

The Guice Agency/PO Box 1187

City of Gautier
Advertising Collateral: Motion Picture Prod MSP: Generations

12/16/2024

015232
1,000.00

Guice Agency Regular Filming Brown Rd. Finchouse

1,000.00

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting: January 7, 2025
Title: Approval of the agreement with Southern Automated Systems, Inc., for new court case management software

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

Summary Explanation: Approval of the agreement with Southern Automated Systems, Inc., for new court case management software

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 000-2025

WHEREAS, the City of Gautier's Court Department requests approval of the agreement with Southern Automated Systems, Inc., for Omni Court Case Management Software; and

WHEREAS, the City of Gautier's Police Department has recently updated to a new E Ticket System; and

WHEREAS, in order to support the new E Ticket Software, updating the current case management software is cost prohibitive; and

WHEREAS, Southern Automated Systems, Inc., has provided the best and most economical option; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement with Southern Automated Systems, Inc., for the new court case management software.

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 January 7, 2025.



Southern Automated Systems, Inc.

“where the Experience of Yesterday meets the Technology of

P.O. Drawer 3299 * Muscle Shoals, Alabama 35662

Office: (256) 383-2198 *Fax: (256) 383-3833

Gautier Municipal Court
3330 US 90
Gautier Mississippi, 39553

10-14-2024

OMNI COURT CASE MANAGEMENT SOFTWARE

OMNI COURT- Full Case Management Software with unlimited user licensing

- Includes MS forms, reports, and required uploads to State of Mississippi
- Project Management (Point of contact for set up/installation of software)
- Utilizing Microsoft's .NET technology, OMNI COURT provides your agency with Docketing, Case Management, Imaging (attach as many images as desired to a case/defendant), Misc. Receipting, one screen view of ALL transactions/activities/personnel etc., on a case.
- Docketing, dispositions, and activities
- Online payments with automatic updates to OmniCourt.
Full citation payment deposited to bank of choice & can process weekly for reconciliation to GL
Defendant pays convenience fee for online payments.
- Collections Agency standard export
- Payment processing and financial reporting

Court setup (Offenses/Default Assessments/Officers/User Privileges) completed prior to training (based on information provided by Court) with the goal to go live during training (3 Days on-site training with one trainer)

Software custom modifications for Gautier Municipal Court (included in proposal)

- Add Bonding Company name on Docket for cases with Open Bonds
- Notification to Judge/assigned personnel for Warrants/Affidavits for digital signature (Warrant/Affidavit can be created by user who has privileges). Upon Approval of Judge/Assigned Personnel, Warrant/Affidavit will become active in system.

NOTE: Other custom Features/Modifications will be quoted based on specifications.

Investment (unlimited user licenses)	78,219.75
Yearly maintenance, support, upgrades	14,080.00
Data Conversion: Data must be supplied by Agency (or their chosen source) in format provided by OmniCourt. OmniCourt/SAS assumes no liability for data	33,500.00
Total Investment	125,799.75
Due with order	100,639.80
Balance Due week before training/go live	25,159.95

City of Gautier
Proposals are valid for 90 days


Krissie Ritchey, Account Manager

**CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

January 7, 2025
Authorization to accept a monetary donation from
Gautier Pride, Inc. for the City of Gautier's Lights and
Lagniappe on the Bayou

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a monetary donation from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,750.

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 000-2025

WHEREAS, the City of Gautier hosted its annual Lights and Lagniappe on the Bayou on December 7th at 1:00pm at the former Singing River Mall Property; 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, Gautier Pride Inc. offered to provide a monetary donation in the amount of \$8,750.00 for the purpose of offsetting the costs incurred by the City for the Lights and Lagniappe on the Bayou; 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 the monetary donation of \$8,750.00 from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou held on December 7th is hereby approved and accepted.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 7, 2025.

GAUTIER COMMUNITY PRIDE INC
PO BOX 598
GAUTIER MS 39553

1147
85-136/653

12/20/64
Date

Pay To The
Order Of

City of Gautier
Eight thousand seven hundred and fifty

\$ 8,750 ⁰⁰/₁₀₀
Dollars

Security features
included.
Details on back.



Merchants
& Marine Bank MandMBank.com

For

Carla Pouncey

MP

Main Street Merchants & Marine Bank

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
January 7, 2025**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
