

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 20, 2025 @ 6:30 PM**

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. Tasty Thursday will be May 22nd starting at 11am at the former Singing River Mall Property.**
- 2. Memorial Day – Avenue of the Flags Ceremony, hosted by American Legion Post 1992 and the City of Gautier, will be May 26, 2025 at 11am at the Veterans Tribute Tower.**
- 3. Gautier's Outdoor Movie Night, featuring Disney/Pixar's Inside Out, will be Friday, June 13th, starting at 8pm at the Gautier Sportsplex.**
- 4. Gautier's Farmers Market will be Saturday, June 14th from 8am until 12pm at the former Singing River Mall Property.**

IV. Presentation Agenda

- 1. Gautier Mayor's Youth Council**

V. Business Agenda

- 1. Consider a request for a sixty-four-foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District, located at 1590 Collin J McRae Drive, Gautier, MS (GPC #25-16-VAR)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Consideration of a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District, located at Old Spanish Trail, Gautier, MS, (GPC 25-17-SE)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 1424 Wesleyan Street, Gautier, MS (GPC #25-19-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request to amend the UDO to reflect text changes to Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris (City initiated) (GPC #25-20-UDO)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration for Abatement at 3661 Mackerel Drive, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration for Abatement at 1824 Broadmoor, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Consideration for Abatement at 8508 Sundance, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. 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 Regular Council Meeting held May 6, 2025
2. Receive March 2025 Finance Report
3. Receive March and April 2025 Privilege License Reports
4. Approval of the final pay application and closeout documents for the Hwy 90 Sanitary Sewer and Water Lines – SR Mall Project
5. Authorization to Acknowledge Bids and Award a Contract for the Mississippi Songwriters Performing Arts Center to Dan Hensarling, Inc.

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 June 3, 2025 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
May 20, 2025**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be May 22nd starting at 11am at the former Singing River Mall Property.
2. Memorial Day – Avenue of the Flags Ceremony, hosted by American Legion Post 1992 and the City of Gautier, will be May 26, 2025 at 11am at the Veterans Tribute Tower.
3. Gautier’s Outdoor Movie Night, featuring Disney/Pixar’s Inside Out, will be Friday, June 13th, starting at 8pm at the Gautier Sportsplex.
4. Gautier’s Farmers Market will be Saturday, June 14th from 8am until 12pm at the former Singing River Mall Property.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

You're Invited!

VETERANS
TRIBUTE TOWER

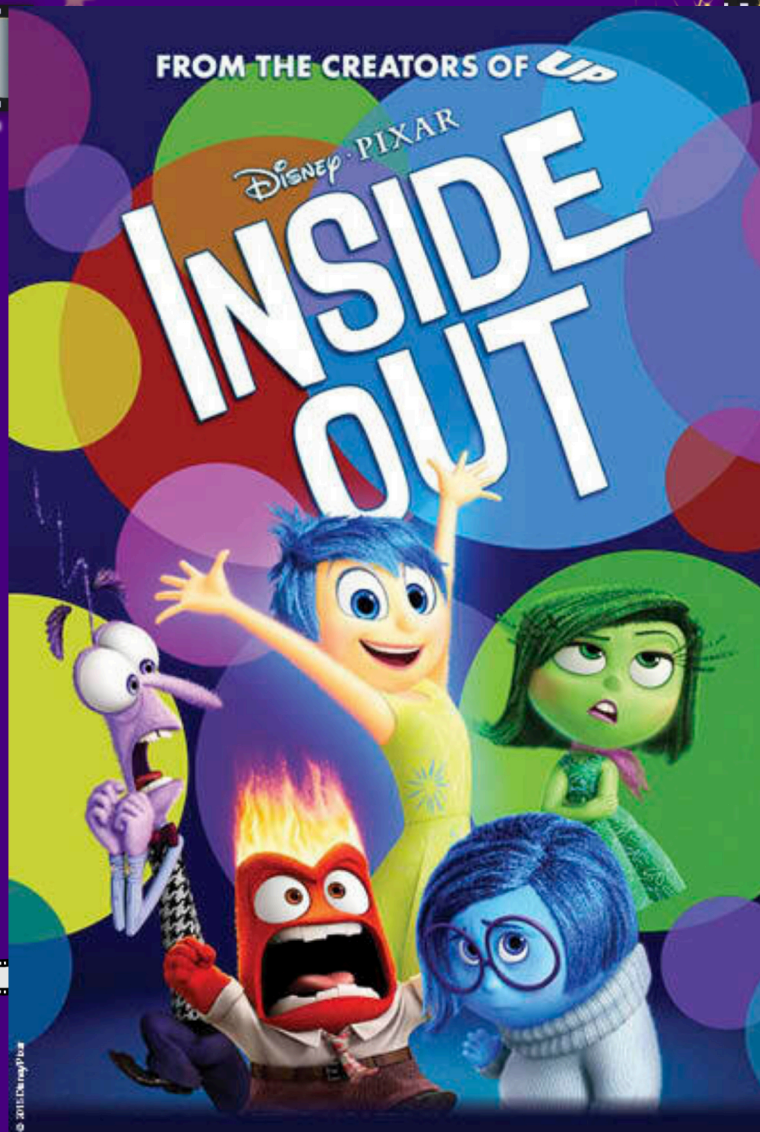
Memorial Day
Avenue of Flags Ceremony
Hosted by
American Legion Post 1992
Family
&
The City of Gautier
May 26, 2025
11:00 A.M.
Veterans Tribute Tower
3330 Hwy 90 Gautier, MS
For More Information Contact
American Legion Post 1992
228-497-6422



CITY OF GAUTIER OUTDOOR MOVIE NIGHT

FREE
POPCORN

FREE
EVENT



FRIDAY JUNE 13TH 8:00 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE BIG SCREEN
GAUTIER SPORTSPLEX 2715 HWY 90 GAUTIER, MS



MAY 10TH

Come be a part of the



GAUTIER FARMER'S MARKET

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



To become a vendor call 228-497-2244



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
May 20, 2025**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Gautier Mayor's Youth Council**

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting: May 20, 2025
Title: Consider a request for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District, located at 1590 Collin J McRae Drive, Gautier, MS (GPC #25-16-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District, located at 1590 Collin J McRae Drive, Gautier, MS (GPC #25-16-VAR)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, the Planning Department received a request from Lance H. McCarty, located at 1590 Collin J McRae Drive, for a sixty-four-foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on March 17, 2025, the Planning Department received a request from the applicant for a sixty-four-foot (64') variance to front yard setback requirements for an accessory structure; and

WHEREAS, the applicant would like to build a 34' x 38' storage building on his adjoining lot. The applicant's home sits on approximately 0.82 acres, and his back yard is in a flood zone. The applicant's adjoining lot is approximately 24.6 acres; and

WHEREAS, the storage building would be in front of the front building line of the house, but it would not be near the front portion of the lot where it would be placed. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure; and

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/06/2025
Subject: Consider a request for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 1590 Collin J McRae Drive, PID #82511040.000 & #82511020.000. (GPC #25-16-VAR)

REQUEST:

The Planning Department has received a request from Lance H. McCarty for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 1590 Collin J McRae Drive, PID #82511040.000 & #82511020.000. (GPC #25-16-VAR). The application fee of \$175 was paid on March 17, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a 34' x 38' storage building on his adjoining lot. His home sits on a lot that is approximately 0.82 acres, and his back yard is in a flood zone. (AE16 & VE18). His adjoining lot is approximately 24.6 acres. Although the storage building would come in front of the front building line of the house, it would not be anywhere near the front portion of the lot it would be placed on. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure. The applicant is asking for a 64' variance to front yard setback requirements for an accessory building.

DISCUSSION:

The applicant is asking for a 64' variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential District. The accessory structure would be on his adjoining lot that is approximately 24.6 acres. Although the accessory structure would come in front of the front building line of the primary structure, it would not be near the front portion of the lot. The UDO requires that an accessory structure be behind the front building line of the primary structure.

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):

1. 30% of required off-street parking spaces and/or
2. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

1. 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;
2. 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;
3. That the special conditions and circumstances do not result from actions of the applicant; and
4. 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:

The Planning Commission recommends that Council approve the variance based on the unique characteristics of the property.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 5.1.25 (#25-16-VAR)
2. Complete Packet 25-16-VAR

Excerpt from May 1, 2025, Planning Commission Meeting:

The Planning Department has received a request for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 1590 Collin J McRae Drive, PID #82511040.000 & #82511020.000. (GPC #25-16-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the proposed accessory structure would be located on the adjacent lot, also owned by the applicant, which is approximately 24.6 acres. The applicant's house is at the dead-end of Collin J McRae, and the back yard is on the beach front. The applicant is trying to stay as far out of the VE flood zone around the area as possible, as well as trying to strategically place the accessory structure so it won't be so visible from his home. Mr. Ankerson stated that, in his opinion, there is not a viable location behind the front building line of the applicant's home to place the accessory structure due to the beach and the flood zone.

REQUEST:

The Planning Department has received a request from Lance H. McCarty for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 1590 Collin J McRae Drive, PID #82511040.000 & #82511020.000. (GPC #25-16-VAR). The application fee of \$175 was paid on March 17, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a 34' x 38' storage building on his adjoining lot. His home sits on a lot that is approximately 0.82 acres, and his back yard is in a flood zone. (AE16 & VE18). His adjoining lot is approximately 24.6 acres. Although the storage building would come in front of the front building line of the house, it would not be anywhere near the front portion of the lot it would be placed on. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure. The applicant is asking for a 64' variance to front yard setback requirements for an accessory building.

DISCUSSION:

The applicant is asking for a 64' variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential District. The accessory structure would be on his adjoining lot that is approximately 24.6 acres. Although the accessory structure would come in front of the front building line of the primary structure, it would not be near the front portion of the lot. The UDO requires that an accessory structure be behind the front building line of the primary structure.

DETERMINATION OF APPLICABLE LAW:

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

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 - (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.

Lance McCarty, the applicant, said he needed to put in a storage building for certain things. The best place for him to put it would be on the other side of his property before where it drops off to the bayou, which would make it sit in front of his house building line. There are also some trees he is trying to work around so that he doesn't have to cut them.

Commissioner Ward said that he had looked at the property and agreed that it is a unique piece of property, and trying to find a spot that isn't going to be in a flood zone is going to be difficult.

Chairman Jamison noted that nobody would see the proposed accessory structure unless they were in the applicant's yard because it is such a large piece of property.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend that the City Council approve the variance based on the unique characteristics of the property.

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

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

ABSENT	Ricky Decoteau
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Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 1, 2025

GPC #25-16-VAR

1590 Collin J McRae Drive

VII. NEW BUSINESS

1. Consider a request for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District. 1590 Collin J McRae Drive, PID #82511040.000 & #82511020.000, (GPC #25-16-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 23, 2025

Subject: Consider a request for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 1590 Collin J McRae Drive, PID #82511040.000 & #82511020.000. (GPC #25-16-VAR)

REQUEST:

The Planning Department has received a request from Lance H. McCarty for a sixty-four foot (64') variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential Zoning District at 1590 Collin J McRae Drive, PID #82511040.000 & #82511020.000. (GPC #25-16-VAR). The application fee of \$175 was paid on March 17, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a 34' x 38' storage building on his adjoining lot. His home sits on a lot that is approximately 0.82 acres, and his back yard is in a flood zone. (AE16 & VE18). His adjoining lot is approximately 24.6 acres. Although the storage building would come in front of the front building line of the house, it would not be anywhere near the front portion of the lot it would be placed on. The Unified Development Ordinance (UDO) requires accessory structures to be behind the front building line of the primary structure. The applicant is asking for a 64' variance to front yard setback requirements for an accessory building.

DISCUSSION:

The applicant is asking for a 64' variance to front yard setback requirements for an accessory structure in a R-1 Low Density Single-Family Residential District. The accessory structure would be on his adjoining lot that is approximately 24.6 acres. Although the accessory structure would come in front of the front building line of the primary structure, it would not be near the front portion of the lot. The UDO requires that an accessory structure be behind the front building line of the primary structure.

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

25-16-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Variance 1

\$176.00

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

Name of Applicant:

LANCE Y. MCCLARTY

Name of Business:

Phone:

228-218-2444

Property Address:

1540 COLUMBIA BLVD

Mailing Address (if Different):

E-Mail Address:

LANCEM@FLETCHERCONST.COM

Reason for request, location and intended use of Property:

STORAGE BUILDING located
in front of House

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant:

[Signature]

Date of Application:

3/14/25

FOR OFFICE USE ONLY

Date Received

3/17/25

Verify as Complete

Ba

Fee 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?

*SHAPE OF LOT AND ELEVATION CHANGE
TO THE BACK.*

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.

THE SIZE OF LOT = 33 ACRES

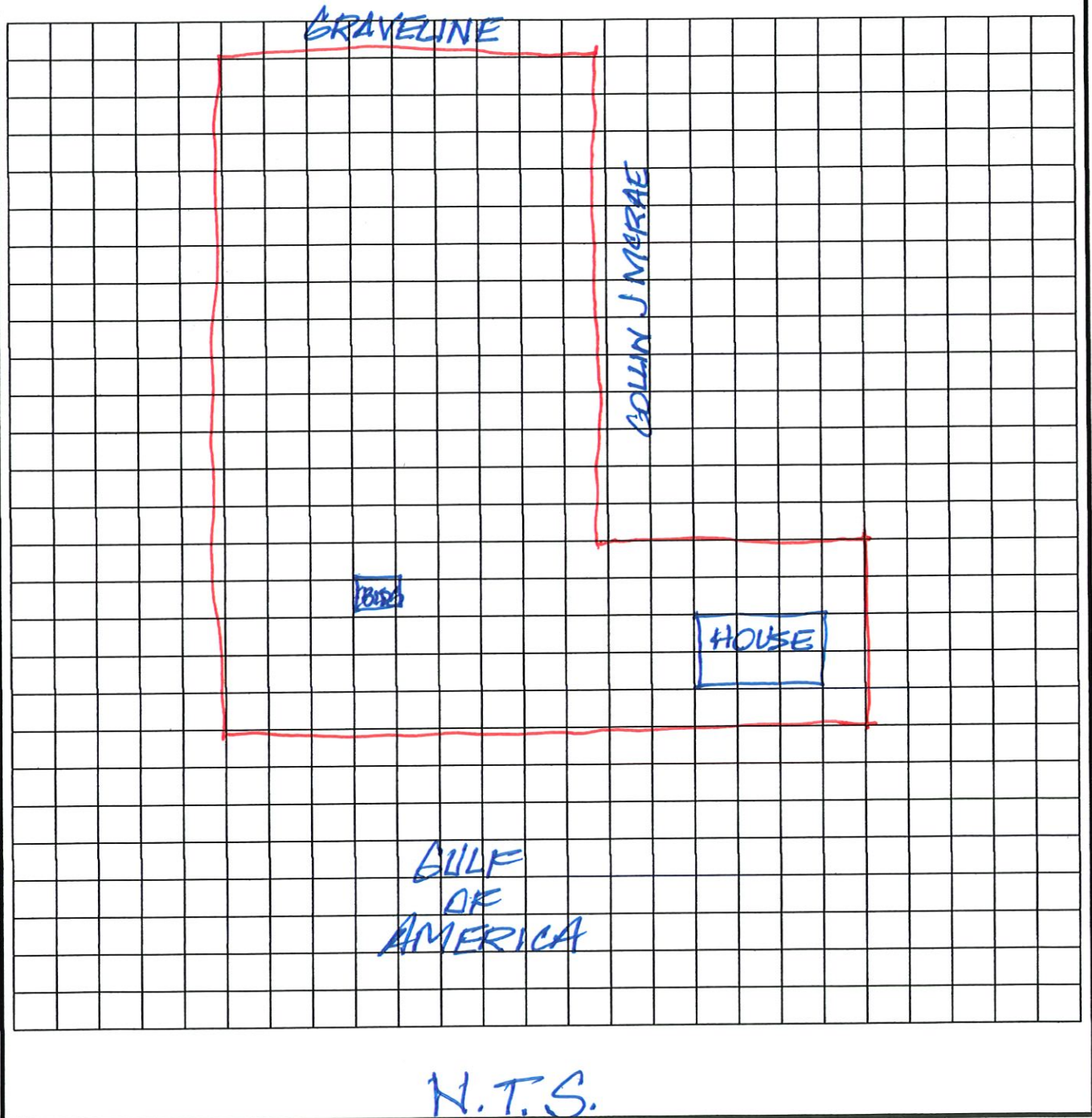
4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

NO

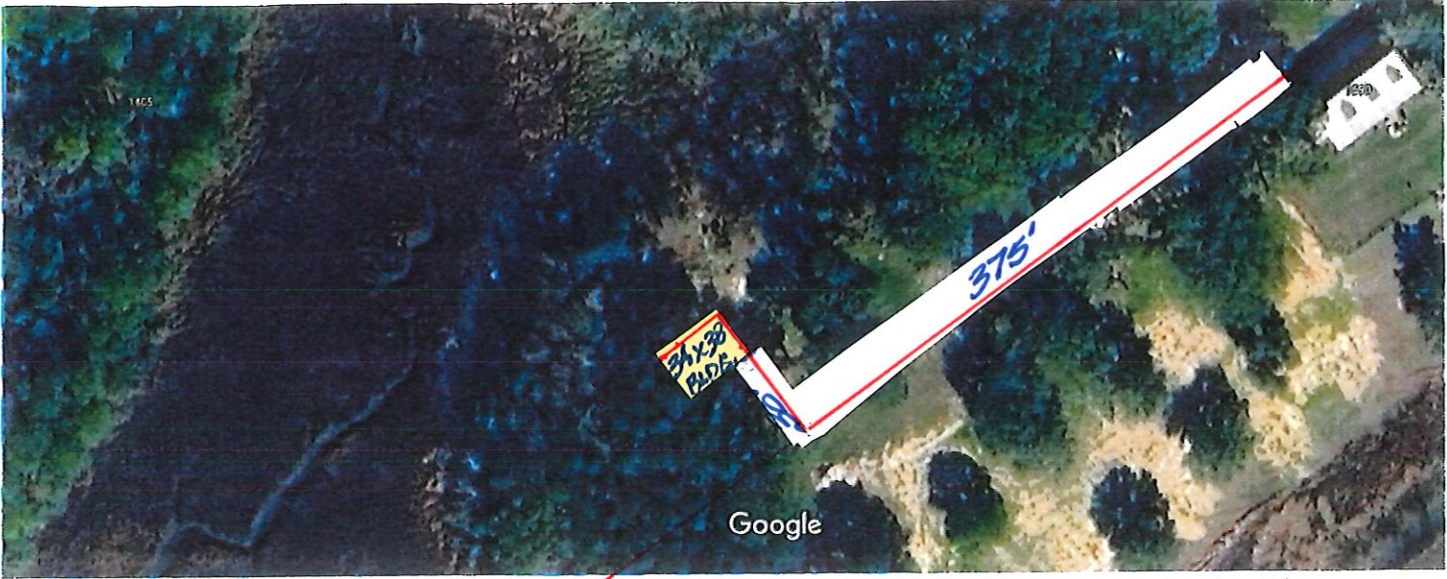
NARRATIVE

STORAGE BUILDING WILL BE PLACE SLIGHTLY
BEYOND THE FRONT LINE OF THE HOUSE BUT
WELL BEHIND THE FRONT LINE OF THE
PROPERTY.

DIAGRAM



Google Maps



82511040.000 MCCARTY LANCE H

PIDN: 82511040.000

GISP: 871.12-04-0009.00

Owner Information

Percent of Ownership: 100

Name: MCCARTY LANCE H

Name 2:

Mailing Address: P O DRAWER 1509
PASCAGOULA MS
39568

Site Address: 1405 COLLIN J MCRAE DR GAUTIER

Land Information

Section: 12 Acreage: 24.6

Township: 8

Range: 7

Street Name COLLIN J MCRAE
DR

Value and Tax Information

Total Assessed Value: 16783

Total Appraised Value: 111880

Improvement Value: 0

Land Value: 111880

Tax Amount: 2368

SQ FT: 0 Year Built: 0

Legal Description

Description: COM NEC SEC 11-8-7 W ALG SEC LIN
E 661.9' M/L FOR POB S 10 DEG E
263.7' S 35 DEG E TO MS SOUND SW
LY ALG WATER'S EDGE TO W/L SEC 1
1 NW ALG SEC LINE TO NWC SEC 11
E ALG SEC LINE BACK TO POB DB 20
92-666 (9 MAP871.12-04)

Deed Book / Page: 2092 / 666

82511040.000 MCCARTY LANCE H



82511020.000 MCCARTY LANCE H

PIDN: 82511020.000

GISP: 871.12-04-0001.00

Owner Information

Percent of Ownership: 100

Name: MCCARTY LANCE H

Name 2:

Mailing Address: P O DRAWER 1509
PASCAGOULA MS
39568

Site Address: 1590 COLLIN J MCRAE DR GAUTIER

Land Information

Section: 12 Acreage: 0.82

Township: 8

Range: 7

Street Name COLLIN J MCRAE
DR

Value and Tax Information

Total Assessed Value: 38440

Total Appraised Value: 384398

Improvement Value: 288658

Land Value: 95740

Tax Amount: 5122

SQ FT: 2883

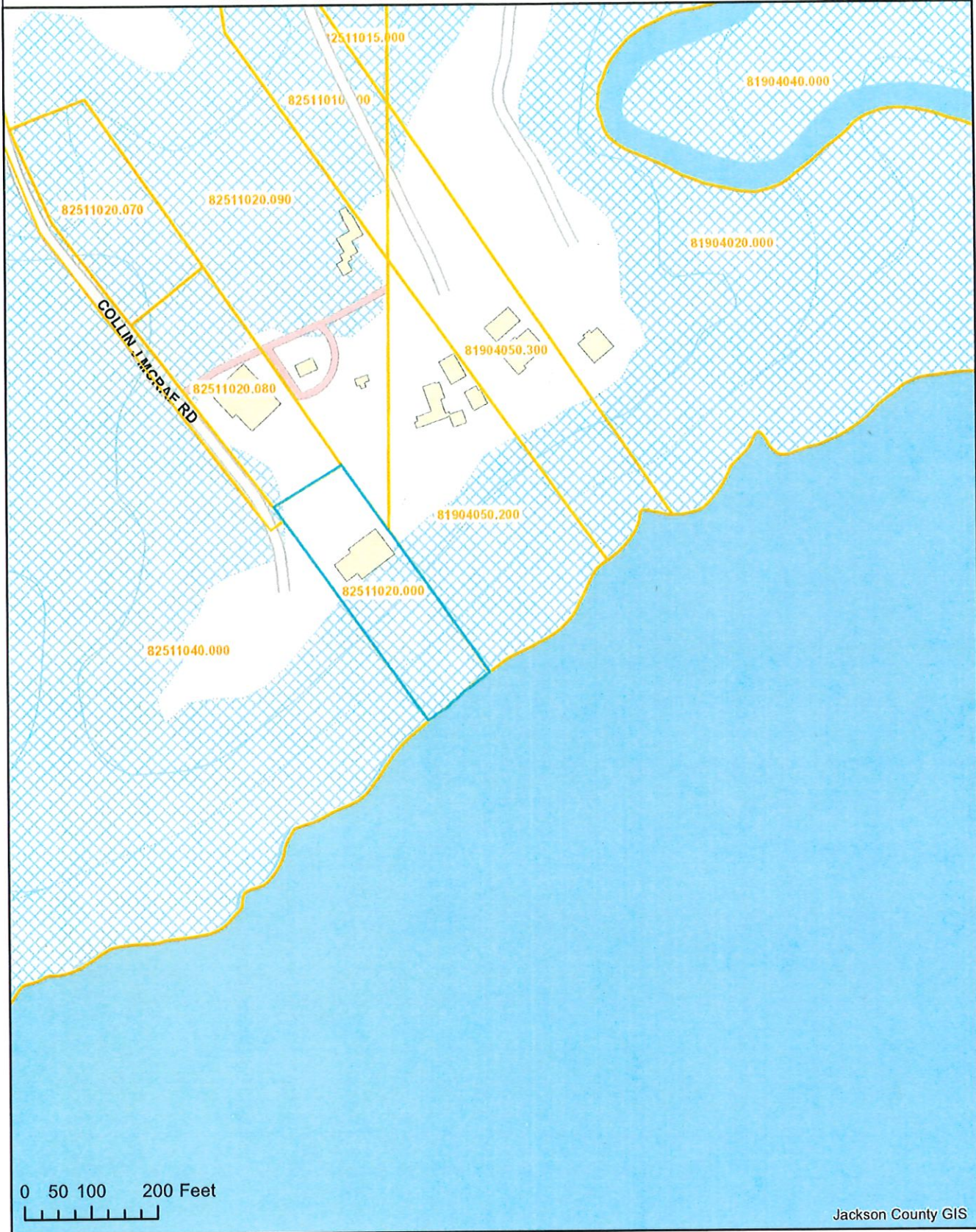
Year Built: 1996

Legal Description

Description: COM NEC SECT 11 W ALG SECT/LINE
540' M/L S10°E218.6' S35°E 674.9
5' TO POB CONT S35°E281.53' TO M
S SOUND S52°W ALG TIDE LINE 120.
06' N35°W301.38' N61°E121.05 TO
POB DB 2036-851 'PER SURVEY' (1
MAP871.12-04)

Deed Book / Page: 2036 / 851

82511020.000 MCCARTY LANCE H



0 50 100 200 Feet
|-----|

Jackson County GIS

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

4/11/2025

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

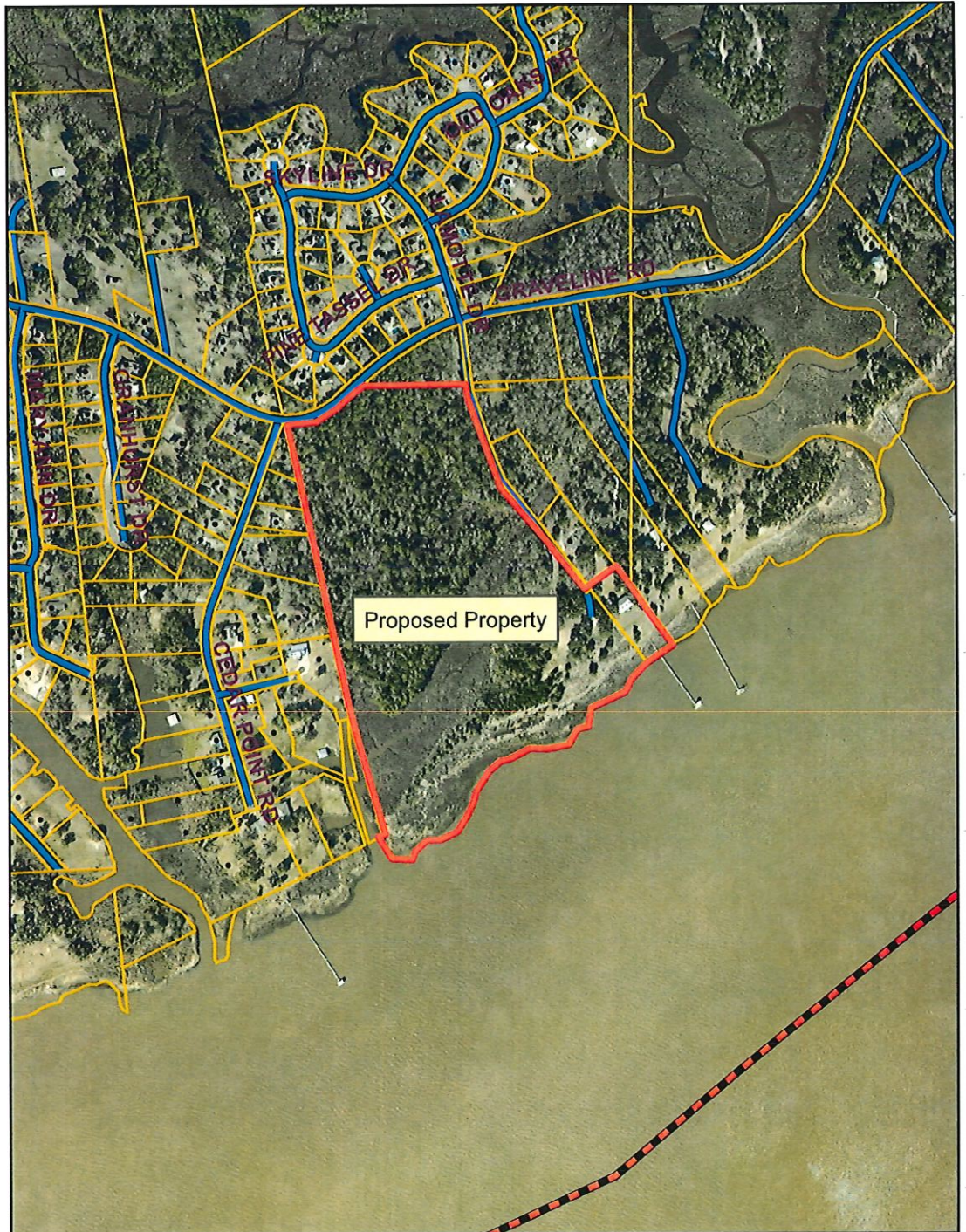


Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

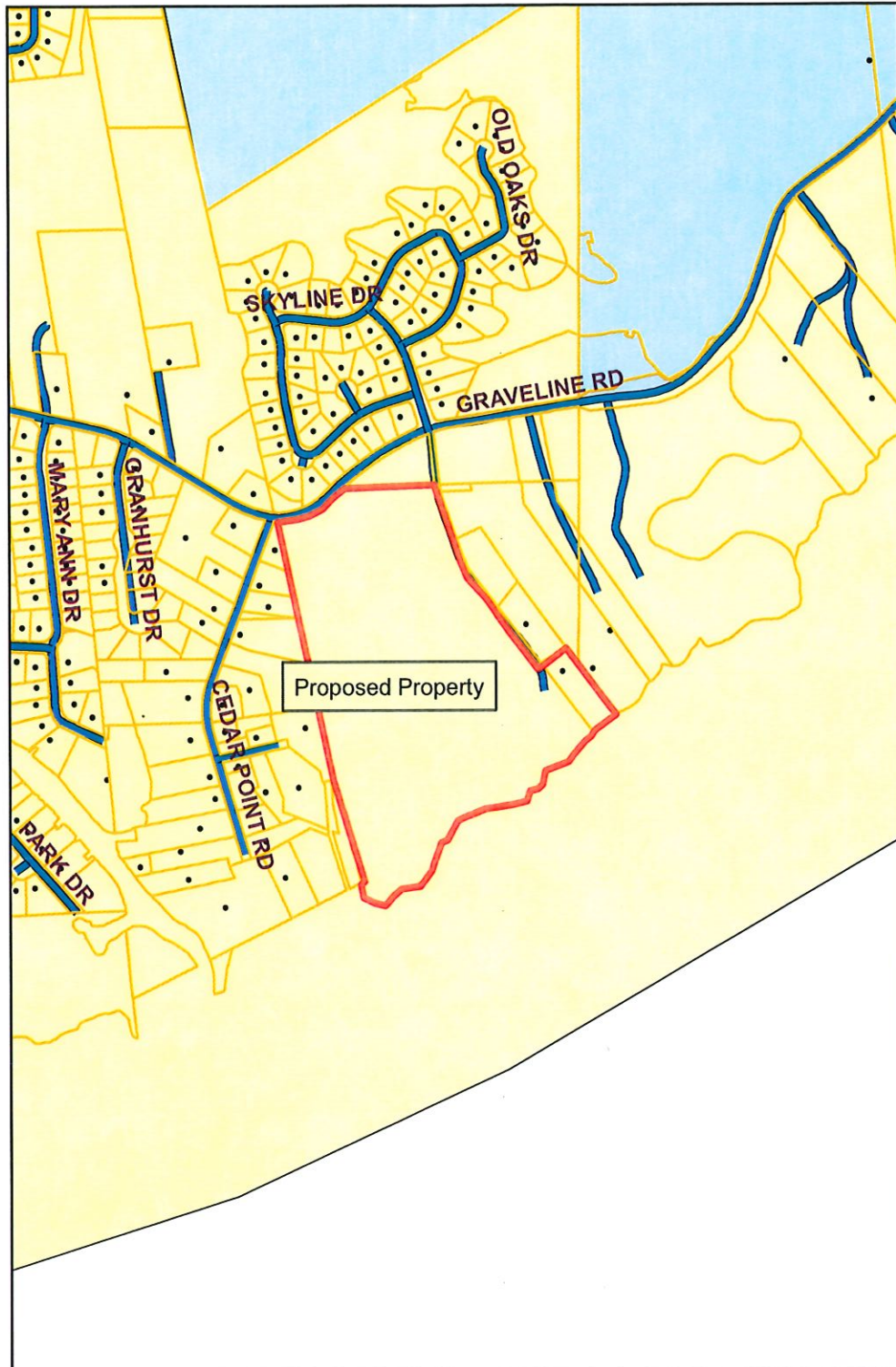


Exhibit C Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

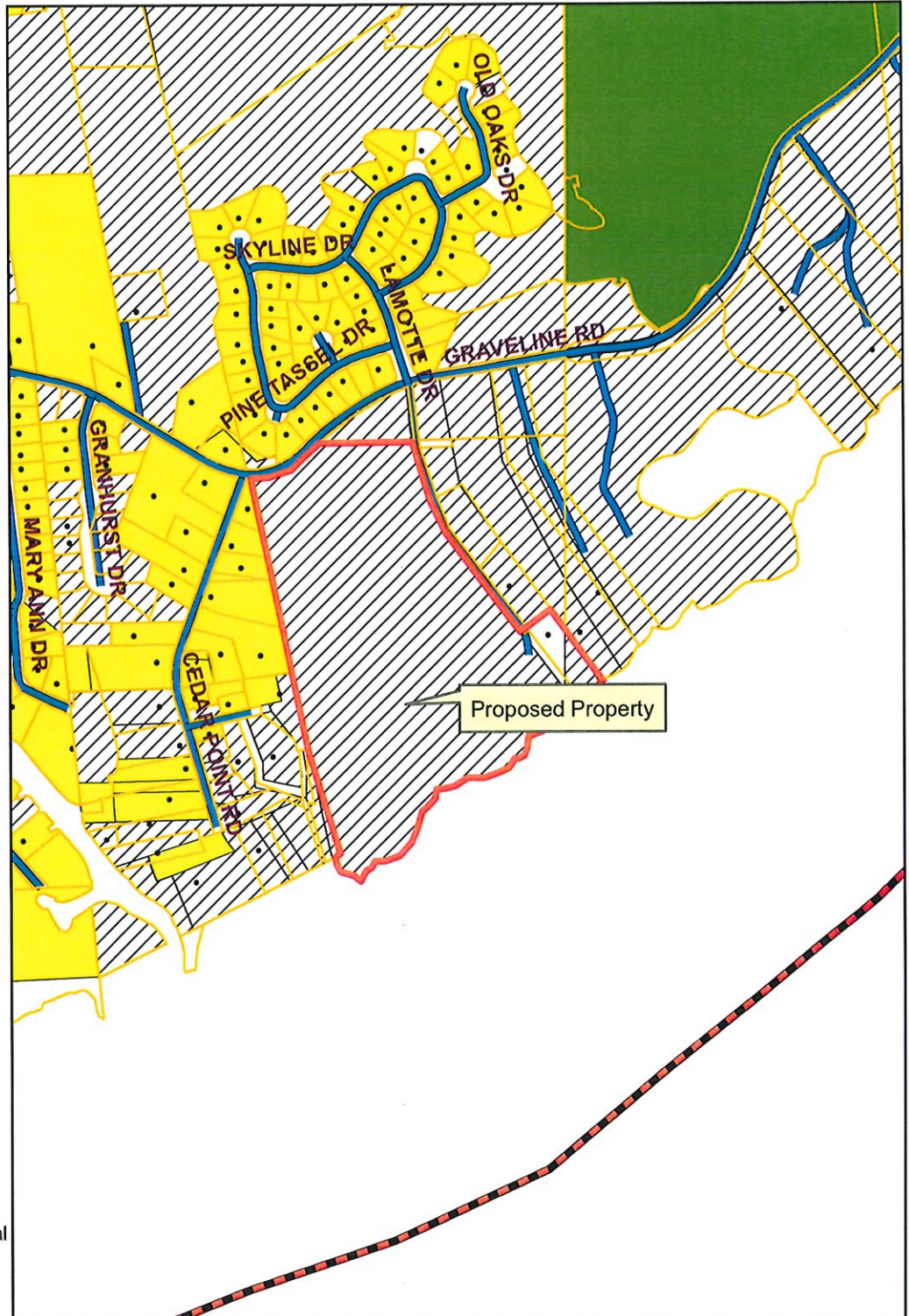


Exhibit D Future Land-Use

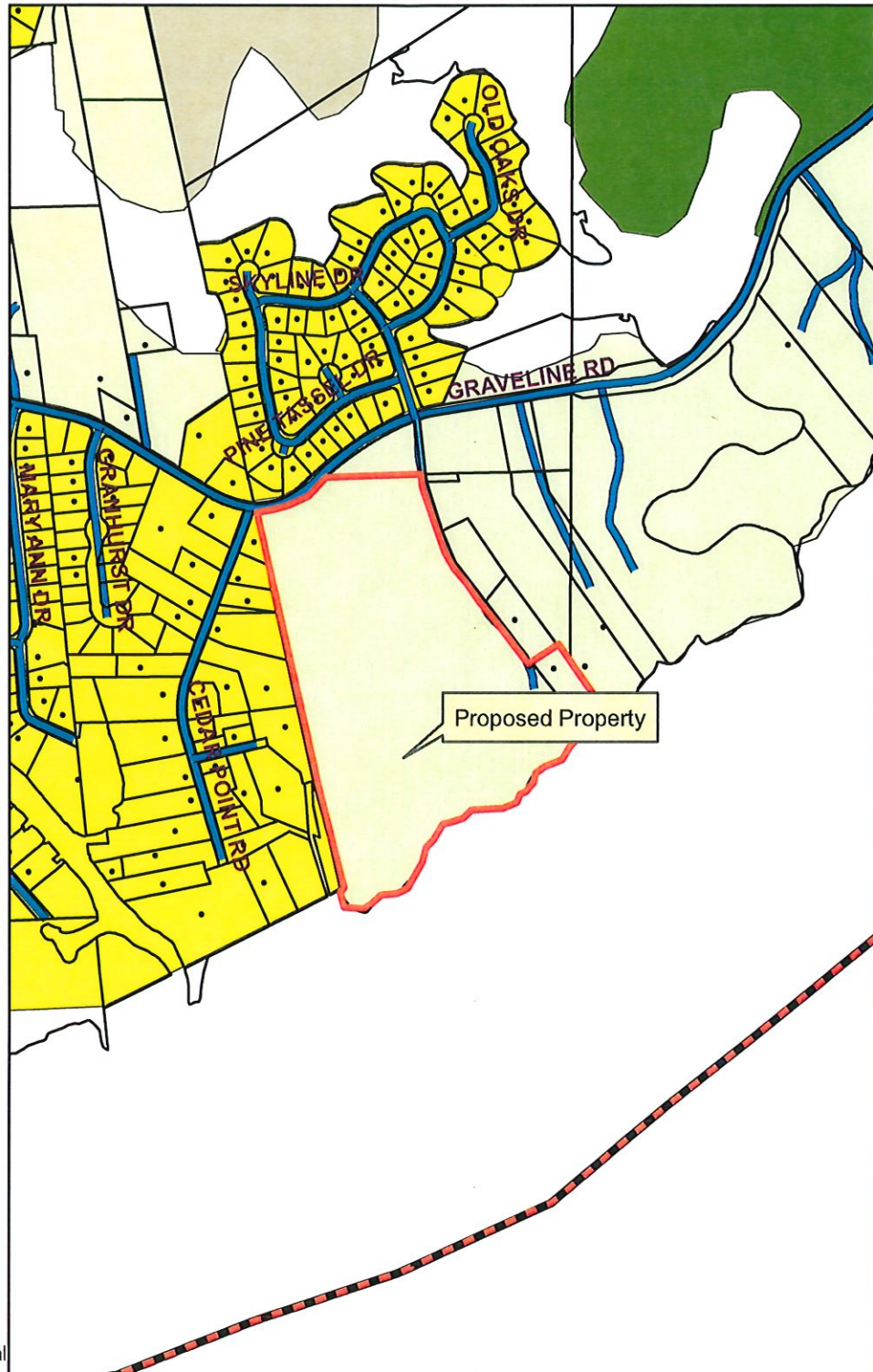
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:

May 20, 2025

Consideration of a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District, located at Old Spanish Trail, Gautier, MS, (GPC 25-17-SE)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District, located at Old Spanish Trail, Gautier, MS, (GPC 25-17-SE) (PID #82435240.001)

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

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 25-17-SE
OLD SPANISH TRAIL – SPECIAL EXCEPTION THAT WOULD
ALLOW CONSTRUCTION OF A BUILDING TO BE UTILIZED AS
A WAREHOUSE IN A TC TOWN CENTER ZONING DISTRICT
REGARDING PARCEL ID NO: 82435240.001**

WHEREAS, an application for a Special Exception Permit that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District was submitted by Danny Taylor dba Air Masters Mechanical; and

WHEREAS, the City Council hereby finds that the proposed use, that would allow construction of a building to be utilized as a warehouse, located on Old Spanish Trail, requires a Special Exception in a TC Town Center Zoning District; and

WHEREAS, the parcel subject to this Permit is located at Old Spanish Trail, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its May 1, 2025 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the Special Exception, with the stipulation that a decorative fence will be installed on the front facing of the building, and with the understanding that there will have to be landscaping, shrubbery, and decorative front face of the building; and

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation, including the stipulations, of the Planning Commission and (approves or denies) the application submitted by Danny Taylor dba Air Masters Mechanical on March 18, 2025 for a Special Exception Permit.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 20, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/06/2025
Subject: Consider a request for a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District. PID #82435240.001, Old Spanish Trail. (GPC #25-17-SE)

REQUEST:

The Planning Department has received a request from Danny Taylor dba Air Masters Mechanical for a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District at PID #82435240.001, Old Spanish Trail. (GPC #25-17-SE). The application fee of \$250 was paid on March 18, 2025. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.
Location: Old Spanish Trail, PID #82435240.001 (See Exhibit A)
General features of the proposed project: Lot Size: approximately 7.74 acres
Potable Water and Wastewater Services: Available at current location
Current Zoning (See Exhibit B): TC Town Center
Current Surrounding Zoning (See Exhibit B): TC Town Center to the north, east, and west; C-2 Community Commercial to the south; I-2 Industrial to the southeast.
Current Surrounding Existing Land Use (See Exhibit C): Vacant to the west, Industrial to the east and southeast, Commercial-retail to the south and north.
Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center

DISCUSSION:

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

Applicant Response: *The applicant's proposed use is compatible with surrounding properties and would not detract from the character of the area, imposing a rigid interpretation of the zoning laws would create an undue hardship.*

Staff Finding: *A commercial warehouse would be allowed by right in an Industrial District. Although this parcel is located in a Town Center zoned district, there are Industrial zoned parcels and uses in the immediate area on the opposite side of Old Spanish Trail.*

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

Applicant Response: *The requested Special Exception for a warehouse business is in harmony with the intent of the UDO because it promotes sustainable development, economic growth, and compatibility with surrounding land uses. It will not be injurious to the neighborhood or the general welfare, implements necessary mitigation measures, and ensures that the project complements the broader goals for the area. Therefore, granting the special exception is beneficial for both the applicant and the community.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *The special circumstances necessitating the Special Exception are not due to the actions of the applicant. They arise from the limitations of the existing zoning and changes in the surrounding area that were not anticipated when the zoning was initially set. The applicant is seeking a special exception in*

good faith, recognizing that the current zoning does not fully accommodate the property's potential use in light of the broader development trends and conditions. Therefore, the special exception is being requested due to factors beyond the applicant's control.

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

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

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that Council approve the request with the stipulation that a decorative fence will be installed on the front facing of the building, and with the understanding that there will have to be landscaping, shrubbery, and decorative front face of the building.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 5.1.25 (#25-17-SE)
2. Complete Packet 25-17-SE

Excerpt from May 1, 2025, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District on PID #82435240.001, Old Spanish Trail. (GPC #25-17-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that a commercial warehouse would be allowed by right in an Industrial District and although this parcel is located in a Town Center Zoning District, there are Industrial zoned parcels and uses in that immediate area. There are also industrial uses within the city that are on parcels that are not zoned Industrial because they are grandfathered uses from before the UDO was adopted. He added that the harmony of the area might be something to consider.

Chairman Jamison asked if a Special Exception went with the land or the owner.

Mr. Ankerson advised that a Special Exception goes with the use. If the property changes ownership, or it ceases to be used as the use for 180 days, the owner would have to go back before Planning Commission and Council for approval.

Commissioner Davis asked about the building remaining on the parcel in that type of situation.

Mr. Ankerson said that would be something to consider if the applicant were allowed to build a warehouse on the parcel. He said they should keep in mind, that as far as zoning goes, Special Exceptions sometimes aid in the later rezoning of property. If you have an area where you are allowing industrial parcels in a TC district because the area has industrial uses already, eventually there is going to come a point where you may want to possibly look to comprehensively rezone the area to I-2 Industrial.

Commissioner Davis felt that this area would probably be a candidate for rezoning.

REQUEST:

The Planning Department has received a request from Danny Taylor dba Air Masters Mechanical for a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District at PID #82435240.001, Old Spanish Trail. (GPC #25-17-SE). The application fee of \$250 was paid on March 18, 2025. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

1. Location: Old Spanish Trail, PID #82435240.001 (See Exhibit A)

2. General features of the proposed project:
Lot Size: approximately 7.74 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): TC Town Center
5. Current Surrounding Zoning (See Exhibit B): TC Town Center to the north, east, and west; C-2 Community Commercial to the south; I-2 Industrial to the southeast.
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant to the west, Industrial to the east and southeast, Commercial-retail to the south and north.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center

DISCUSSION:

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

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

Applicant Response: The applicant's proposed use is compatible with surrounding properties and would not detract from the character of the area, imposing a rigid interpretation of the zoning laws would create an undue hardship.

Staff Finding: A commercial warehouse would be allowed by right in an Industrial District. Although this parcel is located in a Town Center zoned district, there are Industrial zoned parcels and uses in the immediate area on the opposite side of Old Spanish Trail.

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

Applicant Response: The requested Special Exception for a warehouse business is in harmony with the intent of the UDO because it promotes sustainable development, economic growth, and compatibility with surrounding land uses. It will not be injurious to the neighborhood or the general welfare, implements

necessary mitigation measures, and ensures that the project complements the broader goals for the area. Therefore, granting the special exception is beneficial for both the applicant and the community.

Staff Finding: *Unsubstantiated*

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

Applicant Response: *The special circumstances necessitating the Special Exception are not due to the actions of the applicant. They arise from the limitations of the existing zoning and changes in the surrounding area that were not anticipated when the zoning was initially set. The applicant is seeking a special exception in good faith, recognizing that the current zoning does not fully accommodate the property's potential use in light of the broader development trends and conditions. Therefore, the special exception is being requested due to factors beyond the applicant's control.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his case.

Danny Taylor, the applicant, and owner of Air Masters Mechanical, said they owned the property before it was rezoned to Town Center. They originally didn’t know what they might use the land for, but they now have a need for additional warehousing.

Chairman Jamison asked if they were going to be storing air conditioners and air conditioner parts.

Mr. Taylor said they would use some of the facility for their storage, but they would also lease to other clients. The facility would be set up for four different zones and would have multiple tenants, large commercial tenants, that would be renting space. It would not be residential storage. The smallest space that would be leased out would be 25,000 square feet. He said they have built the exact same 100,000 square foot facility in Pascagoula by the 14th Street overpass.

Commissioner Davis asked what the height of the roof was. He asked if the building would be usable for anything other than what they had planned for it, a warehouse.

Mr. Taylor said the building was 48' high in the center and 28' high on the low ends. He said it could be converted for a different use. It wouldn't be any different than the shell of what used to be Hudson's Salvage down the road. It could be utilized for something like that but the chances of that were slim.

Chairman Jamison asked if they planned to put a fence around the whole thing, and if so what type, etc.

Mr. Taylor said the bulk of it would be chain link, such as the back sides and the rear. They would be open to wood or something for the front area for a beautification type scenario. He said they had selected a particular panel for the front of the building so it wouldn't look so much like a warehouse. The whole property would be fenced from the front of the building back. Because of the intended use, the clients would want a secure area where just anyone couldn't be coming into the area. He said there would be security cameras in place also.

Commissioner Davis asked if he had potential clients already in mind. He also asked what type of materials would be stored.

Mr. Taylor said that at this time Ingall's Shipyard had committed to a portion of the warehouse. He said that he couldn't be exact as to what materials would be stored, obviously it would be things they used to build the ships whether it be steel panels or what.

Commissioner Davis asked Mr. Ankerson how things like hazardous materials would be handled.

Mr. Ankerson said that would be something that would be handled more at the state level with MDEQ. The company would have to have their own permit to store hazardous materials. He explained that the Fire Department does annual inspections on all commercial buildings so they would absolutely be aware of any hazardous material being stored or stocked in any building.

Commissioner Hudson asked Mr. Taylor what they had in mind for security. Would there be roll gates, badges you swipe to get in, or something like that?

Mr. Taylor said Ingall's has its own process for security. There will be a roll gate that is open in the morning and closed in the afternoon, 24-hour surveillance, and a daily rotation of security trucks that come by. There will definitely be a security system in place.

Commissioner Hudson was concerned about the face of the building since it would be located in a Town Center district.

Mr. Ankerson told him that there are Ordinance requirements for façade materials that can be used. Although there are no specific fencing material requirements, there are landscape requirements.

Mr. Taylor said the building would also have four good-sized offices that you could access through the front door. There would be restroom facilities, etc.

Commissioner Ward said that he has seen their warehouse facility in Pascagoula, and it is very nice. He noted that there is an industrial area across the road, and right beside this property. There is also a filtration system on the other side. He said he doesn't ever see any of that stuff going away. He can only see this area moving more towards Industrial than Town Center, and this location for a warehouse makes sense to him.

Chairman Jamison stated that they couldn't do any manufacturing there.

Mr. Ankerson stated that manufacturing was a completely different use, and they would have to come back before the Planning Commission and Council for that.

Mr. Taylor said this would not be the type of warehouse where any type of manufacturing, fabrication, mixing of chemicals, or such. It is strictly a storage warehouse

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

ACTION TAKEN:

Chairman Jamison made a motion to recommend that City Council approve the Special Exception with the stipulation that a decorative fence will be installed on the front facing of the building, and with the understanding that there will have to be landscaping, shrubbery, and decorative front face of the building.

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

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

ABSENT: Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 1, 2025

GPC #25-17-SE

Danny Taylor dba Air Masters Mechanical

Old Spanish Trail, PID #82435240.001

VII. NEW BUSINESS

2. Consider a request for a **SPECIAL EXCEPTION** that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District. PID #82435240.001, Old Spanish Trail. (GPC #25-17-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 23, 2025

Subject: Consider a request for a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District. PID #82435240.001, Old Spanish Trail. (GPC #25-17-SE)

REQUEST:

The Planning Department has received a request from Danny Taylor dba Air Masters Mechanical for a Special Exception that would allow construction of a building to be utilized as a warehouse in a TC Town Center Zoning District at PID #82435240.001, Old Spanish Trail. (GPC #25-17-SE). The application fee of \$250 was paid on March 18, 2025. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TC Town Center.

1. Location: Old Spanish Trail, PID #82435240.001 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 7.74 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): TC Town Center
5. Current Surrounding Zoning (See Exhibit B): TC Town Center to the north, east, and west; C-2 Community Commercial to the south; I-2 Industrial to the southeast.
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant to the west, Industrial to the east and southeast, Commercial-retail to the south and north.
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Town Center

DISCUSSION:

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

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

Applicant Response: *The applicant's proposed use is compatible with surrounding properties and would not detract from the character of the area, imposing a rigid interpretation of the zoning laws would create an undue hardship.*

Staff Finding: *A commercial warehouse would be allowed by right in an Industrial District. Although this parcel is located in a Town Center zoned district, there are Industrial zoned parcels and uses in the immediate area on the opposite side of Old Spanish Trail.*

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

Applicant Response: *The requested Special Exception for a warehouse business is in harmony with the intent of the UDO because it promotes sustainable development, economic growth, and compatibility with surrounding land uses. It will not be injurious to the neighborhood or the general welfare, implements necessary mitigation measures, and ensures that the project complements the broader goals for the area. Therefore, granting the special exception is beneficial for both the applicant and the community.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *The special circumstances necessitating the Special Exception are not due to the actions of the applicant. They arise from the limitations of the existing zoning and changes in the surrounding area that were not anticipated when the zoning was initially set. The applicant is seeking a special exception in good faith, recognizing that the current zoning does not fully accommodate the property's potential use in light of the broader development*

trends and conditions. Therefore, the special exception is being requested due to factors beyond the applicant's control.

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

25-17-5E

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant: Danny Taylor

Name of Business: Air Masters Mechanical

Address: 1633 US-90, Gautier, MS 39553

Mailing Address (if different): _____

Email Address: danny@airmastersmechanical.com

Phone: (228-424-2743) Cell Phone: 228-381-6301

Reason for request, location and intended use of Property: request to allow the construction of a building to be utilized as a warehouse

at PID 82435240.001
Old Spanish Trail

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Date Received 3/18/25

4/3/25

Verify as Complete

Scott

Fee Amount Received 251.00

Initials of Employee Receiving Application AB

Babs

SPECIAL EXCEPTION

Criteria for Approval Special Exception

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

SPECIAL EXCEPTION CRITERIA:

A.

The applicant's proposed use is compatible with surrounding properties and would not detract from the character of the area, imposing a rigid interpretation of the zoning laws would create an undue hardship.

B.

The requested Special Exception for a warehouse business is in harmony with the intent of the UDO because it promotes sustainable development, economic growth, and compatibility with surrounding land uses. It will not be injurious to the neighborhood or the general welfare, implements necessary mitigation measures, and ensures that the project complements the broader goals for the area. Therefore, granting the special exception is beneficial for both the applicant and the community.

C.

The special circumstances necessitating the Special Exception are not due to the actions of the applicant. They arise from the limitations of the existing zoning and changes in the surrounding area that were not anticipated when the zoning was initially set. The applicant is seeking a special exception in good faith, recognizing that the current zoning does not fully accommodate the property's potential use in light of the broader development trends and conditions. Therefore, the special exception is being requested due to factors beyond the applicant's control.

**EXCERPT FROM GAUTIER'S UNIFIED DEVELOPMENT ORDINANCE
CONCERNING SPECIAL EXCEPTIONS**

SECTION 4.16: Special Exception

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

4.16.1 Application for Special Exception

Applications for a Special Exception may be filed on the appropriate application available from the Planning Department and shall include all requested information, attachments, and submittals.

4.16.2 Procedure

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

4.16.3 Notice of Public Hearing

Notice of the public hearing for the Special Exception shall be made in a newspaper of regular and general circulation in the city at least fifteen (15) days prior to the public hearing, and a notice shall be posted at City Hall and the effected property for the benefit of the public. Additionally, all adjoining property owners shall be notified by first class mail in accordance with UDO Section 4.14.3.

4.16.4 Criteria for Approval

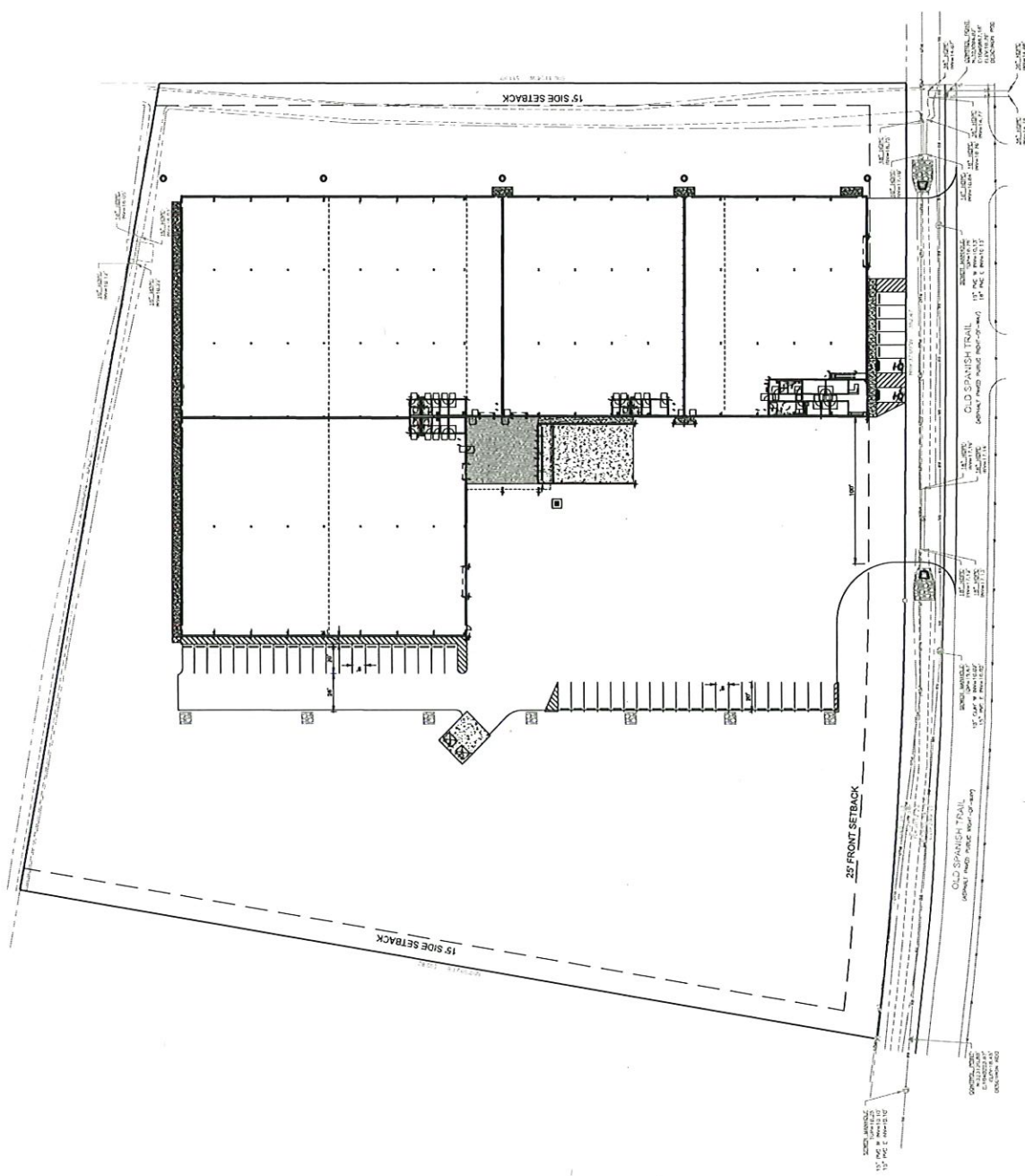
A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when the following criteria are established:

- A. That a literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and that interpretation of this ordinance would work unnecessary hardship upon the applicant;
- B. That the requested Special Exception will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or the general welfare; and
- C. That the special circumstances are not the result of actions of the applicant.

4.16.5 Limitations and Restrictions

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

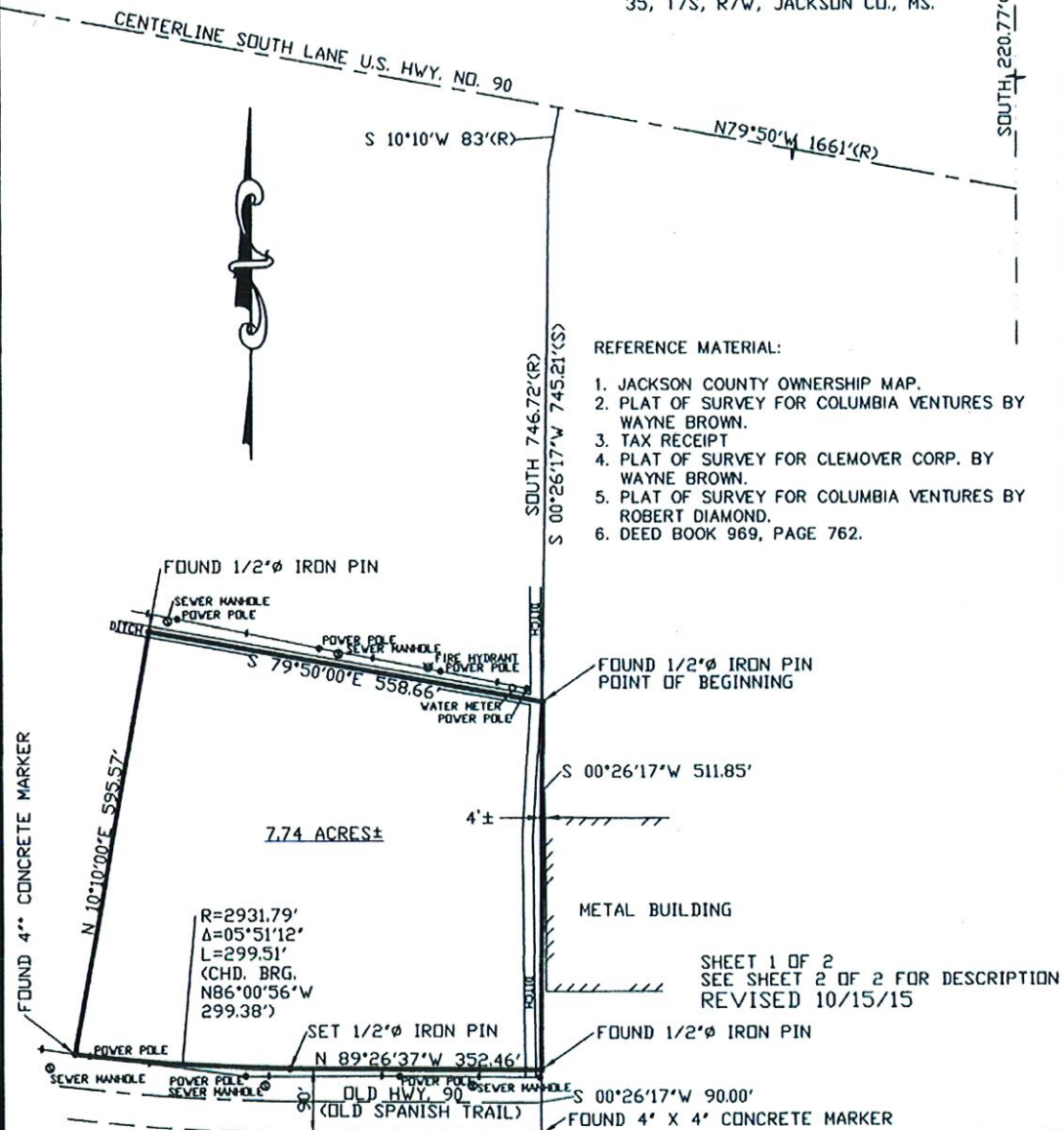
- A. The property changes ownership;
- B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
- C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) consecutive days during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



NOTES:

1. ALL BEARINGS WERE BASED ON RECORD BEARING OF SOUTH LANE OF U.S. HWY. 90.
2. DATE OF FIELD SURVEY 06/06/2003 & 10/14/2015
3. FLOOD STATEMENT:
THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP 280332 0005 D DATED DECEMBER 3, 1987.
4. IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED EXCEPT AS SHOWN HEREON.
5. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
6. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
7. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.
8. (R) = RECORD, (S) = SURVEY

NE CORNER OF SE 1/4, OF SECTION 35, T7S, R7W, JACKSON CO., MS.



REFERENCE MATERIAL:

1. JACKSON COUNTY OWNERSHIP MAP.
2. PLAT OF SURVEY FOR COLUMBIA VENTURES BY WAYNE BROWN.
3. TAX RECEIPT
4. PLAT OF SURVEY FOR CLEMOVER CORP. BY WAYNE BROWN.
5. PLAT OF SURVEY FOR COLUMBIA VENTURES BY ROBERT DIAMOND.
6. DEED BOOK 969, PAGE 762.

MOODY AND ASSOCIATES, INC.
REGISTERED PROFESSIONAL SURVEYORS
ALABAMA, LOUISIANA, MISSISSIPPI

281 RATLIFF STREET
LUCEDALE, MS. 39452
601-947-4499

PLAT OF SURVEY OF A PARCEL OF LAND
SITUATED IN: SECTION 35, T7S, R7W,
JACKSON COUNTY, MISSISSIPPI

DATE
06/10/03

SCALE
1" = 200'

CLASS
'B'

GERALD MOODY, PLS

LIFE CHURCH OF GAUTIER
DESCRIPTION
SHEET 2 OF 2

A PARCEL OF LAND SITUATED IN THE NW ¼ OF SE ¼, SECTION 35, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A CONCRETE MONUMENT WHICH IS COMMONLY ACCEPTED AS LYING 2640 FEET SOUTH (AND ALONG THE SECTION LINE) OF THE NE CORNER OF SECTION 35 SAID TOWNSHIP AND RANGE; THENCE RUN SOUTH 220.77 FEET TO THE CENTER OF THE SOUTH LANE OF U.S. HIGHWAY 90; THENCE RUN NORTH 79 DEGREES 50 MINUTES WEST ALONG SAID LANE FOR 1661 FEET TO A POINT; THENCE RUN SOUTH 10 DEGREES 10 MINUTES WEST 83 FEET AND TO THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY; THENCE RUN SOUTH 00 DEGREES 26 MINUTES 17 SECONDS WEST 745.21 FEET TO A FOUND ½" DIAMETER IRON PIN AT THE S.E. CORNER OF A PARCEL OF LAND RECORDED IN DEED BOOK 969, PAGES 762 & 763 OF THE LAND DEED RECORDS OF JACKSON COUNTY, MS., AND BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 26 MINUTES 17 SECONDS WEST 511.85 FEET TO A SET ½" DIAMETER IRON PIN ON THE NORTH RIGHT-OF-WAY OF OLD SPANISH TRAIL; THENCE RUN ALONG SAID NORTH RIGHT-OF-WAY NORTH 89 DEGREES 26 MINUTES 37 SECONDS WEST 352.46 FEET, SAID POINT BEING ON A CURVE; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY AND SAID CURVE HAVING A RADIUS OF 2,931.79 FEET, A CENTRAL ANGLE OF 05 DEGREES 51 MINUTES 12 SECONDS, FOR AN ARC LENGTH OF 299.51 FEET (CHD. BRG. NORTH 86 DEGREES 00 MINUTES 56 SECONDS WEST 299.38 FEET) TO A FOUND 4" DIAMETER CONCRETE MARKER; THENCE RUN NORTH 10 DEGREES 10 MINUTES 00 SECONDS EAST 595.57 FEET TO A SET ½" DIAMETER IRON PIN ON THE SOUTH LINE OF THE AFOREMENTIONED PROPERTY; THENCE RUN SOUTH 79 DEGREES 50 MINUTES 00 SECONDS EAST 558.66 FEET ALONG SAID SOUTH LINE BACK TO THE POINT OF BEGINNING.

CONTAINING 7.74 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS-OF-WAYS.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL 36628-0001

December 5, 2024

South Mississippi Branch
Regulatory Division

SUBJECT: Department of the Army File Number SAM-2022-00726-DCH, Air Masters Mechanical, Inc. Old Spanish Trail Site, Jackson County, Mississippi

Air Masters Mechanical, Inc
Attention: Walter Yarborough
1633 Highway 90
Gautier, MS 39553

Transmitted electronically to wyarboro@bellsouth.net

Dear Mr. Yarborough:

This is in response to your request for a Department of the Army (DA) Approved Jurisdictional Determination (AJD) on a 7.74-acre parcel in Gautier, Jackson County, Mississippi. More specifically, the site is located in Section 35, T 7 S, R 7 W, adjacent to Old Spanish Trail and is centered at Latitude 30.389179, Longitude -88.655321 as depicted on the attached figure.

Based on our review of the information and wetland determination data furnished by your agent, other desktop information available, and site visits in September and December 2023, we have completed an AJD for the site. Attached is an AJD Memorandum for Record (MFR) that describes the features identified on the site are not subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE). Please be advised that this determination reflects current policy and regulation.

The feature identified as W-1, as depicted on the attached exhibit entitled "WETLAND DELINEATION MAP", is not a water of the United States and therefore is not subject to DA jurisdiction. The attached AJD MFR further describes this area. Please be advised that this AJD MFR is based on current policy and regulation and is valid for a period of five (5) years from the date of this letter. If after the 5-year period this jurisdictional determination has not been specifically revalidated by the USACE, it shall automatically expire. If the information you have submitted, and on which the USACE has based its determination is later found to be in error, this decision may be revoked.

Your delineation site was reviewed pursuant to Section 404 of the Clean Water Act. Section 404 of the Clean Water Act requires that a DA permit be obtained for the placement or discharge of dredged and/or fill material into waters of the U.S., including streams and wetlands, prior to conducting the work (33 U.S.C. 1344). For regulatory

purposes, the USACE defines wetlands as those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Please be advised that land clearing operations involving removal of vegetation with mechanized equipment such as front-end loaders, backhoes, or bulldozers with sheer blades, rakes, or discs; windrowing vegetation; land leveling; or other soil disturbance in areas subject to USACE jurisdiction are considered a discharge of dredged and/or fill material under our permitting jurisdiction. If future work proposed at this site includes a discharge or placement of dredged and/or fill material into waters of the U.S., a DA permit is required prior to initiating work.

This letter contains an AJD MFR for the requested subject area. If you object to this determination, you may request an administrative appeal under USACE regulations at 33 CFR Part 331. Attached you will find a Notification of Administrative Appeal (NAP) Options and Process and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA to the USACE, South Atlantic Division Office at the following mailing address and e-mail address: Krista Sabin, Regulatory Review Officer, 60 Forsyth Street Southwest, Floor M9, Atlanta, Georgia 30303; Krista.D.Sabin@usace.army.mil.

In order for an RFA to be accepted, the USACE must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within **60 days** of the date of the NAP. It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this letter.

The statements contained herein do not convey any property rights, or any exclusive privileges and do not authorize any injury to property, nor shall it be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations that may affect proposed work at this site.

The delineation included herein has been conducted to identify the location and extent of the aquatic resources for purposes of the Clean Water Act for the particular site identified in this request. This delineation may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should discuss the applicability of an NRCS Certified Wetland Determination with the local USDA service center, prior to starting work.

If you intend to sell property that is part of a project that requires DA authorization, it may be subject to the Interstate Land Sales Full Disclosure Act. The Property Report, required by Housing and Urban Development Regulation, must state whether or not a permit for the development has been applied for, issued, or denied by the USACE (Part 320.3(h) of Title 33 of the Code of Federal Regulations).

We appreciate your cooperation with the Corps of Engineers' Regulatory Program. Please refer to file number **SAM-2022-00726-DCH** in all future correspondence regarding this project or if you have any questions concerning this determination.

Please contact Greg Christodoulou by telephone at 251-387-1066 or by e-mail at Gregory.s.christodoulou@usace.army.mil should you have any questions. For additional information about our Regulatory Program, visit our web site at <http://www.sam.usace.army.mil/Missions/Regulatory.aspx>. Please take a moment to complete our customer satisfaction survey located under the menu header on the right side of the webpage. Your responses are appreciated and will allow us to improve our services.

Sincerely,

Munther Sahawneh
Team Leader
South Mississippi Branch
Regulatory Division

Attachments



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, MOBILE DISTRICT
P.O. BOX 2288
MOBILE, AL, 36628-0001

South Mississippi Branch
Regulatory Division

5 December 2024

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Pre-2015 Regulatory Regime
Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322
(2023),¹ SAM-2022-00726-DCH, Danny Taylor; Old Spanish Trail Property; MFR #1 of
#1²

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.³ AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.⁴ For the purposes of this AJD, we have relied on section 10 of the Rivers and Harbors Act of 1899 (RHA),⁵ the Clean Water Act (CWA) implementing regulations published by the Department of the Army in 1986 and amended in 1993 (references 2.a. and 2.b. respectively), the 2008 *Rapanos-Carabell* guidance (reference 2.c.), and other applicable guidance, relevant case law and longstanding practice, (collectively the pre-2015 regulatory regime), and the *Sackett* decision (reference 2.d.) in evaluating jurisdiction.

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. The features addressed in this AJD were evaluated consistent with the definition of "waters of the United States" found in the pre-2015

¹ While the Supreme Court's decision in *Sackett* had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.

² When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, interstate water, or territorial seas that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).

³ 33 CFR 331.2.

⁴ Regulatory Guidance Letter 05-02.

⁵ USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

SAM-RD-S-M

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAM-2022-00726-DCH

regulatory regime and consistent with the Supreme Court's decision in *Sackett*. This AJD did not rely on the 2023 "Revised Definition of 'Waters of the United States,'" as amended on 8 September 2023 (Amended 2023 Rule) because, as of the date of this decision, the Amended 2023 Rule is not applicable in Mississippi due to litigation.

1. SUMMARY OF CONCLUSIONS.

- a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).
 - i. Wetland Area # 1 (W-1), 6.93 acres of wetlands, non-jurisdictional
 - ii. Ditch #1 (D-1), ~ 1068 linear feet, non-jurisdictional
 - iii. Swale #1 (S-1), ~ 900 linear feet, non-jurisdictional

2. REFERENCES.

- a. Final Rule for Regulatory Programs of the Corps of Engineers, 51 FR 41206 (November 13, 1986).
- b. Clean Water Act Regulatory Programs, 58 FR 45008 (August 25, 1993).
- c. U.S. EPA & U.S. Army Corps of Engineers, Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* (December 2, 2008)
- d. *Sackett v. EPA*, 598 U.S. ___, 143 S. Ct. 1322 (2023)
- e. 2008 Rapanos Guidance

3. REVIEW AREA. The site is located at 1820 Old Spanish Trail; within Section 35, Township 7S, Range 7W; Latitude 30.389179 N and Longitude -88.655321 W; HUC-03170009 – Mississippi Coastal; in Gautier, Jackson County, MS. The review area is 7.74 acres in size and is comprised predominantly of forested wetlands with some recent clearing. The site is bounded by spoil areas created by side cast material from the excavation of ditches on the north and east side of the property approximately 30 years ago; while some material appears to have been side cast from the creation of a swale feature (S-1) along the southern property boundary and

SAM-RD-S-M

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAM-2022-00726-DCH

Old Spanish Trail. The western property boundary consists of a dirt road created from imported fill material > 30 years ago.

4. NEAREST TRADITIONAL NAVIGABLE WATER (TNW), INTERSTATE WATER, OR THE TERRITORIAL SEAS TO WHICH THE AQUATIC RESOURCE IS CONNECTED. Mississippi Sound
5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, INTERSTATE WATER, OR THE TERRITORIAL SEAS The flow path from W-1 to a TNW, interstate water, or the territorial seas are via an ephemeral ditch (D-1) and a vegetated swale (S-1). Both of these features connect to an off-site ditch on the south side of Old Spanish Trail which empties approximately 2,600 feet to the east into Bayou Lamotte and then approximately two (2) miles to the Mississippi Sound.
6. SECTION 10 JURISDICTIONAL WATERS⁶: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.⁷ N/A
7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the pre-2015 regulatory regime and consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the pre-2015 regulatory regime. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.
 - a. TNWs (a)(1): N/A

⁶ 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.

⁷ This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

SAM-RD-S-M

SUBJECT: Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023), SAM-2022-00726-DCH

- b. Interstate Waters (a)(2): N/A
- c. Other Waters (a)(3): N/A
- d. Impoundments (a)(4): N/A
- e. Tributaries (a)(5): N/A
- f. The territorial seas (a)(6): N/A
- g. Adjacent wetlands (a)(7): N/A

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

- a. Describe aquatic resources and other features within the review area identified as “generally non-jurisdictional” in the preamble to the 1986 regulations (referred to as “preamble waters”).⁸ Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA as a preamble water. N/A

- b. Describe aquatic resources and features within the review area identified as “generally not jurisdictional” in the *Rapanos* guidance. Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA based on the criteria listed in the guidance.

S -1 is a vegetated, roadside swale approximately 900 feet in length and located between the subject property and Old Spanish Trail. The swale area was not observed during the September 2023 site visit, but the December 7, 2023, visit showed no standing water in the swale even after greater than five inches of precipitation on December 2nd and December 3rd. Wrack/debris lines were observed along the upper slope of the swale during this visit. S-1 does not exhibit signs of scour or bed and banks or missing or bent vegetation, indicating if it carries water, it is infrequent and low volume. In accordance with the *Rapanos* guidance, swales (small washes characterized by low volume, infrequent, or short duration flow) are generally not jurisdictional.

- c. Describe aquatic resources and features identified within the review area as waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA. Include the size of the waste treatment system within

⁸ 51 FR 41217, November 13, 1986.

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the review area and describe how it was determined to be a waste treatment system. N/A

- d. Describe aquatic resources and features within the review area determined to be prior converted cropland in accordance with the 1993 regulations (reference 2.b.). Include the size of the aquatic resource or feature within the review area and describe how it was determined to be prior converted cropland. N/A
- e. Describe aquatic resources (i.e. lakes and ponds) within the review area, which do not have a nexus to interstate or foreign commerce, and prior to the January 2001 Supreme Court decision in “SWANCC,” would have been jurisdictional based solely on the “Migratory Bird Rule.” Include the size of the aquatic resource or feature, and how it was determined to be an “isolated water” in accordance with SWANCC. N/A
- f. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the pre-2015 regulatory regime consistent with the Supreme Court’s decision in *Sackett* (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

D-1 is a man-made ditch, a non-RPW tributary, approximately 1068 linear feet in length located along the north and east property boundary. The “North Carolina Division of Water Quality Identification Methods for the Origins of Intermittent and Perennial Streams v. 4.11” was utilized to identify the flow regime of D-1. The score of D-1 was 8.25. According to the worksheet a stream is at least intermittent if the score is ≥ 19 or perennial if ≥ 30 . The resulting score of 8.25 indicates ephemeral or non-relatively permanent flow and is therefore not a jurisdictional tributary.

During the September 2023 site visit, D-1 was dry and contained a large amount of FACW vegetation such as torpedo grass (*Panicum repens*) and alligator weed (*Alternanthera philoxeroides*). During the December 2023 site visit, approximately 12-18 inches of standing water was observed, which was attributed to a total of 5.04 inches of rain that fell on December 2nd and 3rd respectively. A large amount of floating leaf litter and lack of flow was also noted during the December 7th site visit. D-1 was excavated prior to 1992 (Google Earth imagery). D-1 is connected at the southeast corner of the property to a roadside ditch on the south side of Old Spanish Trail by an approximately 50 linear-foot, 36” diameter culvert. It should be noted that this roadside ditch exhibits similar flow characteristics (ephemeral) to D-1. The roadside ditch

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extends approximately 2,600 feet to the east and connects to the nearest RPW which is Bayou Lamotte. Bayou Lamotte is approximately 2 miles from the Mississippi Sound (TNW). D-1 was evaluated under (a)(5) rather than a non-jurisdictional ditch under the Rapanos Guidance because it potentially drains a wetland and therefore does not meet the three-part test of created in uplands, draining only uplands, with less than a relatively permanent flow of water.

W-1 is non-tidal, palustrine forested wetland that lacks a continuous surface connection to an RPW, TNW, territorial seas, interstate water or impoundment of a jurisdictional water. Side-cast material from excavation of the ditch (D-1) and vegetated swale (S-1) is present between those features and the wetland. Possible conveyance features from the wetland to the ditch and swale were observed including: an excavated trench measuring approximately 24" in width and 12" in depth, and approximately 50 feet in length from the wetland to the northern portion of D-1; a 12" diameter pipe, approximately 20 feet in length, with the outfall to D-1 (eastern boundary); and sheet flow from W-1 to S-1. W-1 is separated on the western property boundary by a filled dirt roadway that appears to have been in place prior to 1992. This roadway has also been supplemented with additional fill material at various times since it was initially created based on historical aerial imagery.

A site visit on December 7, 2023, was scheduled to check data points from the submitted wetland delineation and take data points at locations of possible conveyance. Sampling Point 1 (SP-1) was taken immediately adjacent to the origin of the excavated trench in the northern portion of the property. The sample taken at SP-1 and within the excavated trench had a matrix color of chroma 3, so the hydric soil parameter was not met. Similarly, the hydric soil parameter was not met at SP-2 located adjacent to the vegetated swale (S-1). The pipe which was recently installed at the eastern property boundary appears to function more of an overflow mechanism, as it sits several inches above the existing land grade. Discharge from this feature into D-1, only occurs following large rainfall events. Based on the field observations as described above, W-1 lacks a continuous surface connection to an RPW, TNW, territorial seas, interstate water or impoundment of a jurisdictional water and is therefore not a jurisdictional wetland.

Guidance from previously reviewed draft jurisdictional determinations through joint memoranda, specifically, NWK-2024-00392 and NWK-2022-00809_508c (cited in Section 10 below), have indicated that W-1 shows similarities to wetland areas previously found non-jurisdictional due to consideration of flow, number, types, and length of connection between the subject wetland and the requisite covered water. In conclusion, W-1 is not physically close enough to meet the

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continuous surface connection requirement to the downstream relative permanent water and consistent with *Sackett*, is not “adjacent”.

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

- a. Site Visits: September 21, 2023, and December 7, 2023
- b. Office evaluation: December 6, 2023, and March 18-22, 2024
- c. NOAA Online Weather Data-National Weather Service
- d. Munsell Soil Color Book (2009 Year Revised)
- e. Field Indicators of Hydric Soils in the United States: A Guide for Identifying and Delineating Hydric Soils Version 8.2, 2018
- f. NHD mapper from USACE NRV
- g. NC Division of Water Quality. 2010. Methodology for Identification of Intermittent and Perennial Streams and their Origins, Version 4.11. North Carolina Department of Natural Resources, Division of Water Quality. Raleigh, NC.
- h. Google Earth Pro
- i. Wetland delineation performed by Ecological Asset Management, LLC dated January 19, 2023.

10. OTHER SUPPORTING INFORMATION.

- a. Joint Memorandum on NWK-2024-00392
- b. Joint Memorandum on NWK-2022-00809

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Air Masters Mechanical, Inc.	File Number: SAM-2022-00726-DCH	Date: 12/05/2024
Attached is:		See Section below
☐	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
☐	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
☐	PERMIT DENIAL WITHOUT PREJUDICE	C
☐	PERMIT DENIAL WITH PREJUDICE	D
☒	APPROVED JURISDICTIONAL DETERMINATION	E
☐	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.
- **RECONSIDERATION:** You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:

Greg Christodoulou
CESAM-RD-M
USACE BILOXI FIELD OFFICE
1141 BAYVIEW AVENUE, SUITE 104
BILOXI, MISSISSIPPI 39530
Gregory.s.christodoulou@usace.army.mil
251-387-1066

If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:

Krista Sabin
Regulatory Review Officer, Acting
South Atlantic Division
60 Forsyth St SW, Floor M9
Atlanta, Georgia 30303-8803
Krista.D.Sabin@usace.army.mil
904-314-9631

SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

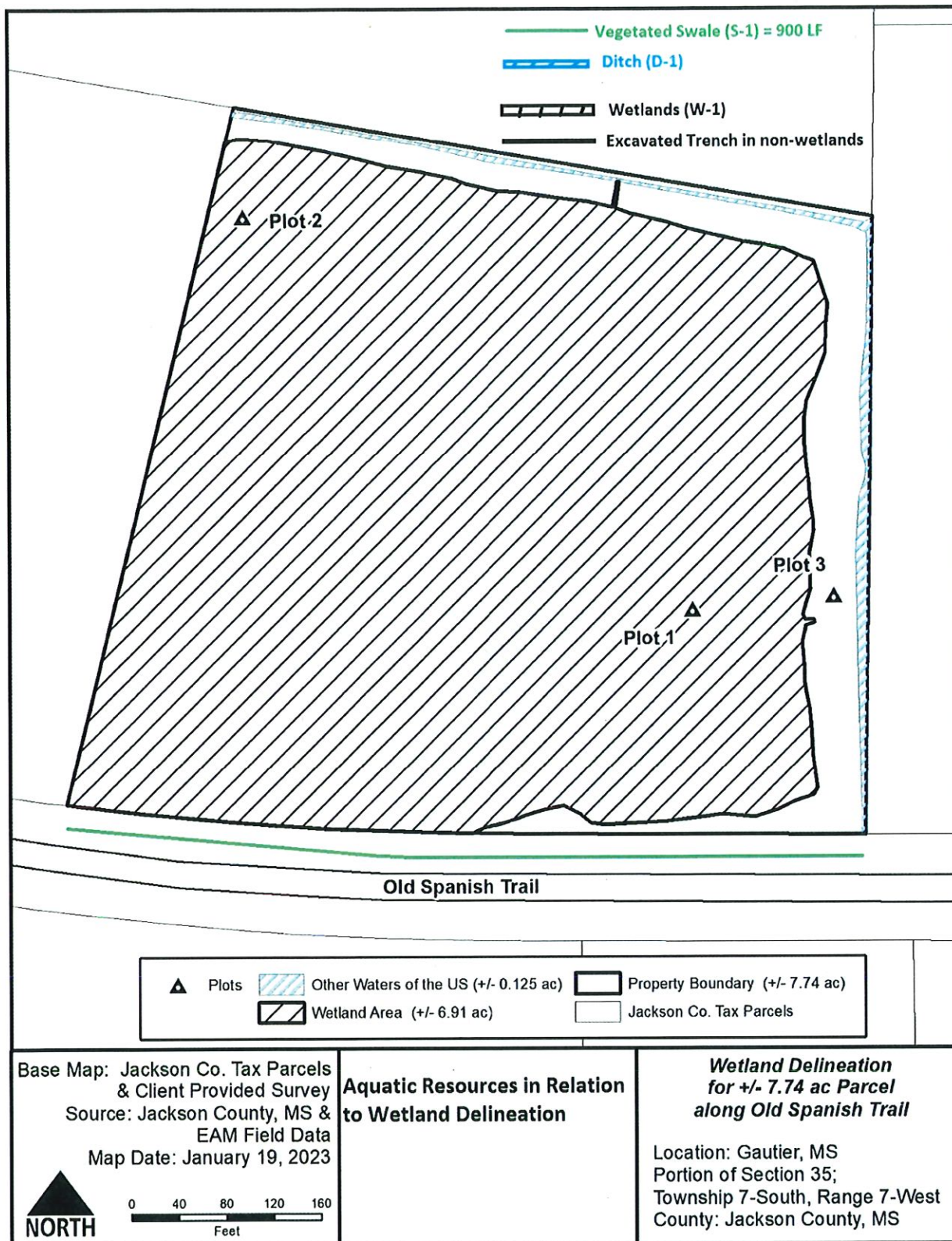


Figure 1: Project Location of the +/- 7.74-acre Old Spanish Trail project area; Gautier, Jackson County, MS.

82435240.001 AIR MASTERS MECHANICAL INC INC

PIDN: 82435240.001

GISP: 777.35-04-0017.00

Owner Information

Percent of Ownership: 100

Name: AIR MASTERS MECHANICAL INC INC

Name 2:

Mailing Address: 1820 OLD SPANISH TRAIL
GAUTIER MS
39553

Site Address: OLD SPANISH TRL GAUTIER

Land Information

Section: 35

Acreage: 7.74

Township: 7

Range: 7

Street Name OLD SPANISH
TRL

Value and Tax Information

Total Assessed Value: 25

Total Appraised Value: 160

Improvement Value: 0

Land Value: 160

Tax Amount: 4

SQ FT: 0

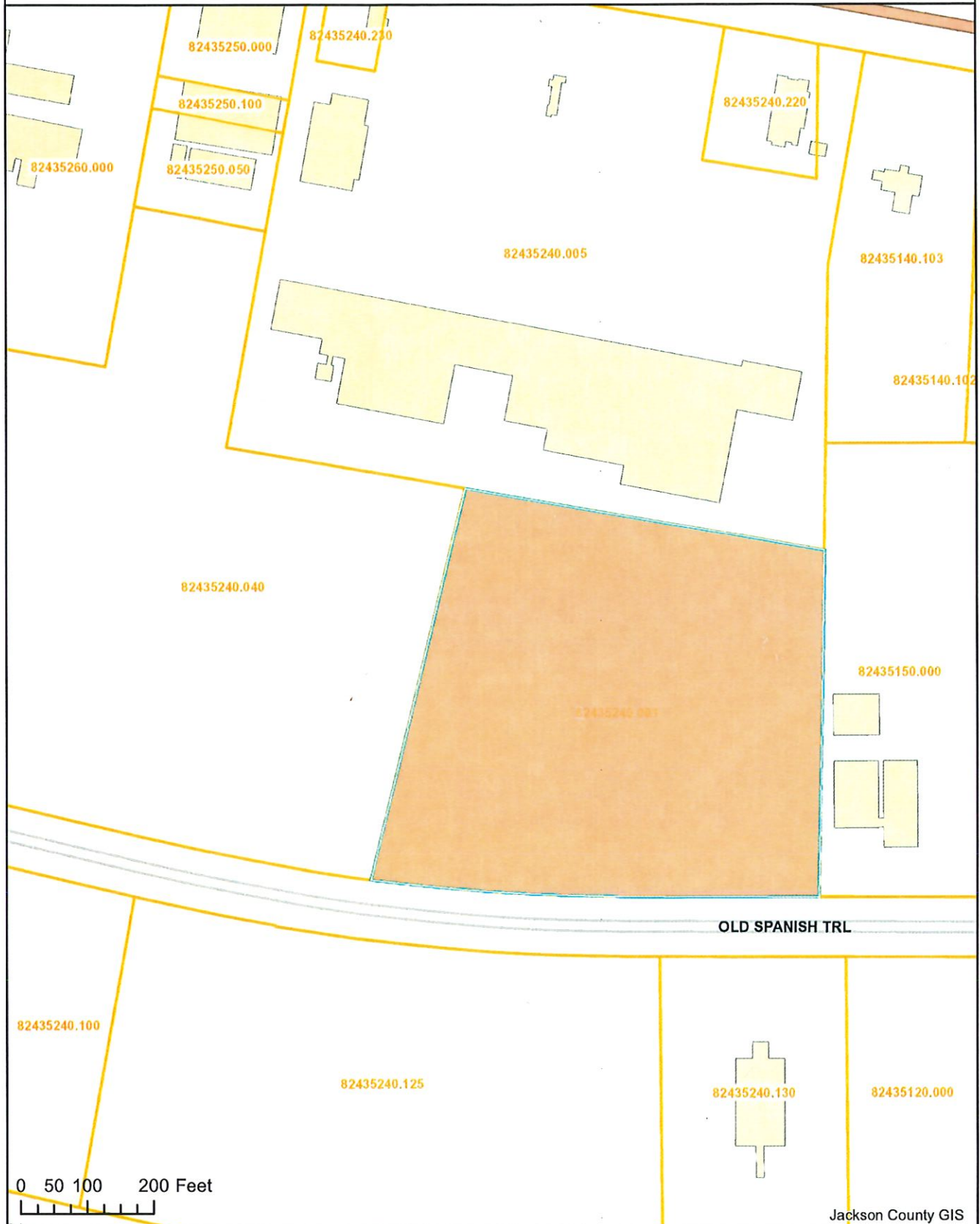
Year Built: 0

Legal Description

Description: COM NEC SEC 35 S 2640' S 220.77'
TO CENTER OF S/LANE HWY 90 N 79
DEG W 1661' S 10 DEG W 83' TO S
/ROW CONT S 745.21' TO POB S 511
.85' TO N/M OLD HWY 90 WLY 651.9
7' N 10 DEG E 595.57' S 79 DEG E
558.66' TO POB DB 1703-327 (17
Map777.35-04)

Deed Book / Page: 1703 / 327

82435240.001 AIR MASTERS MECHANICAL INC INC



Jackson County GIS

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

4/11/2025

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

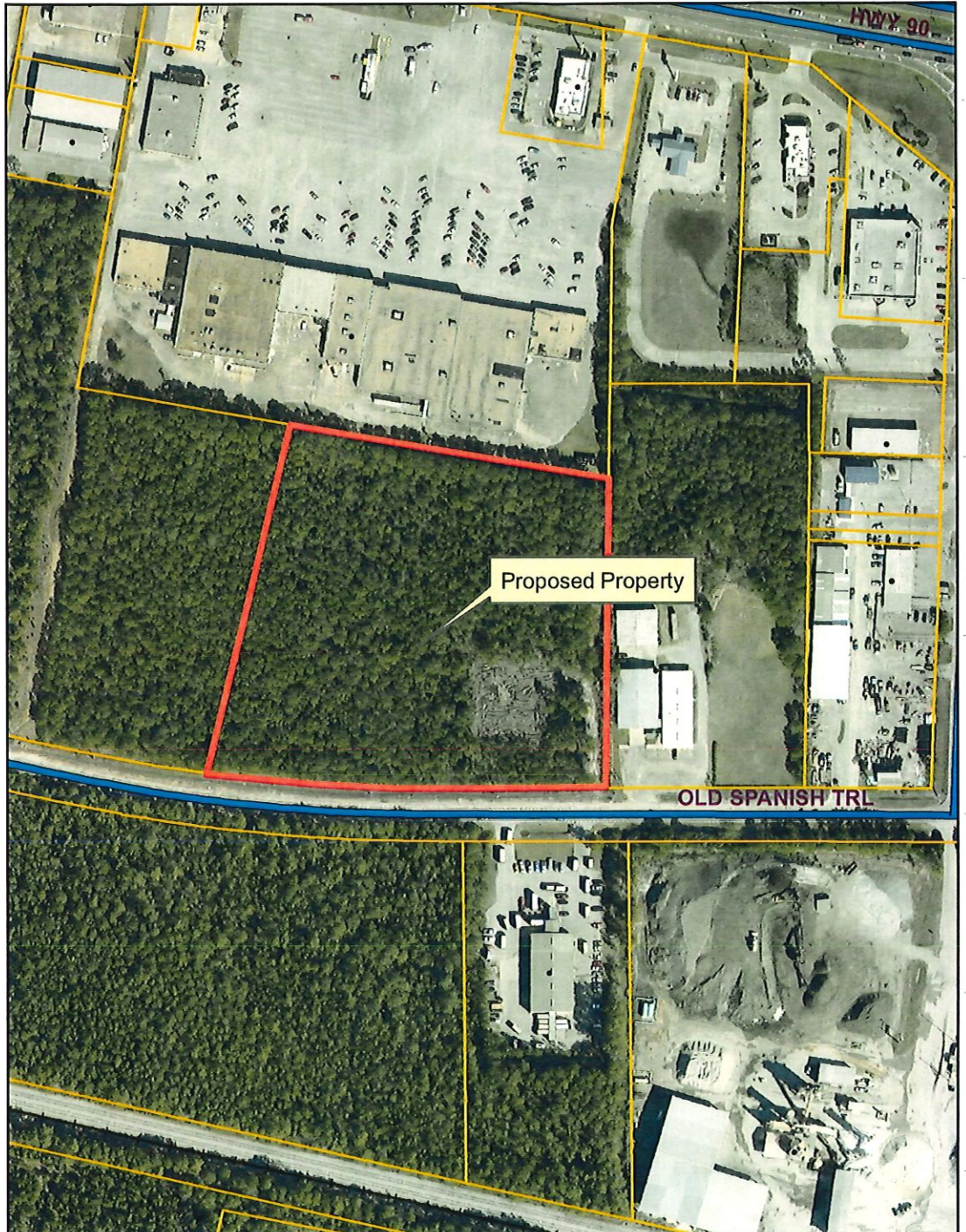


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

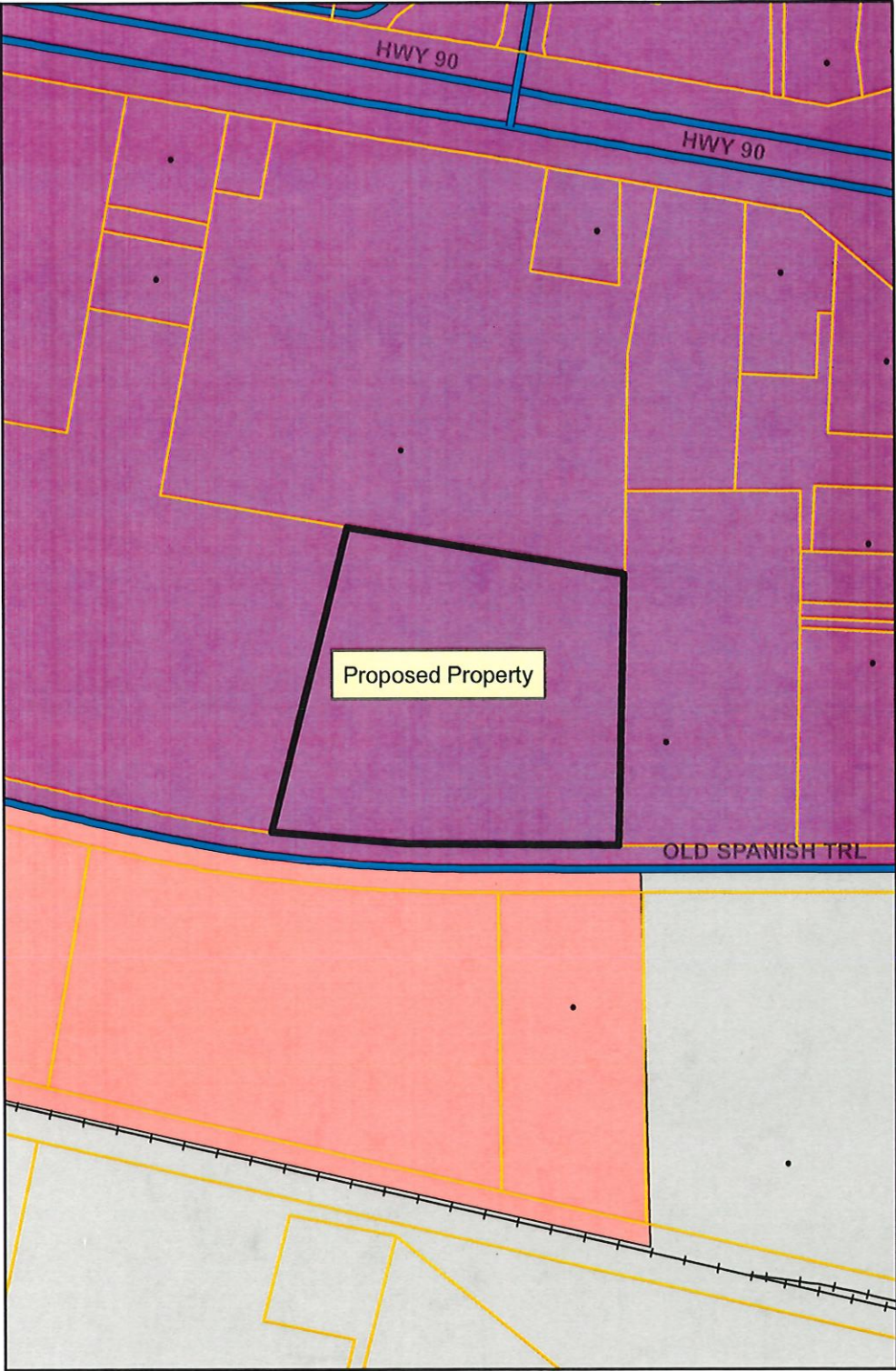


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

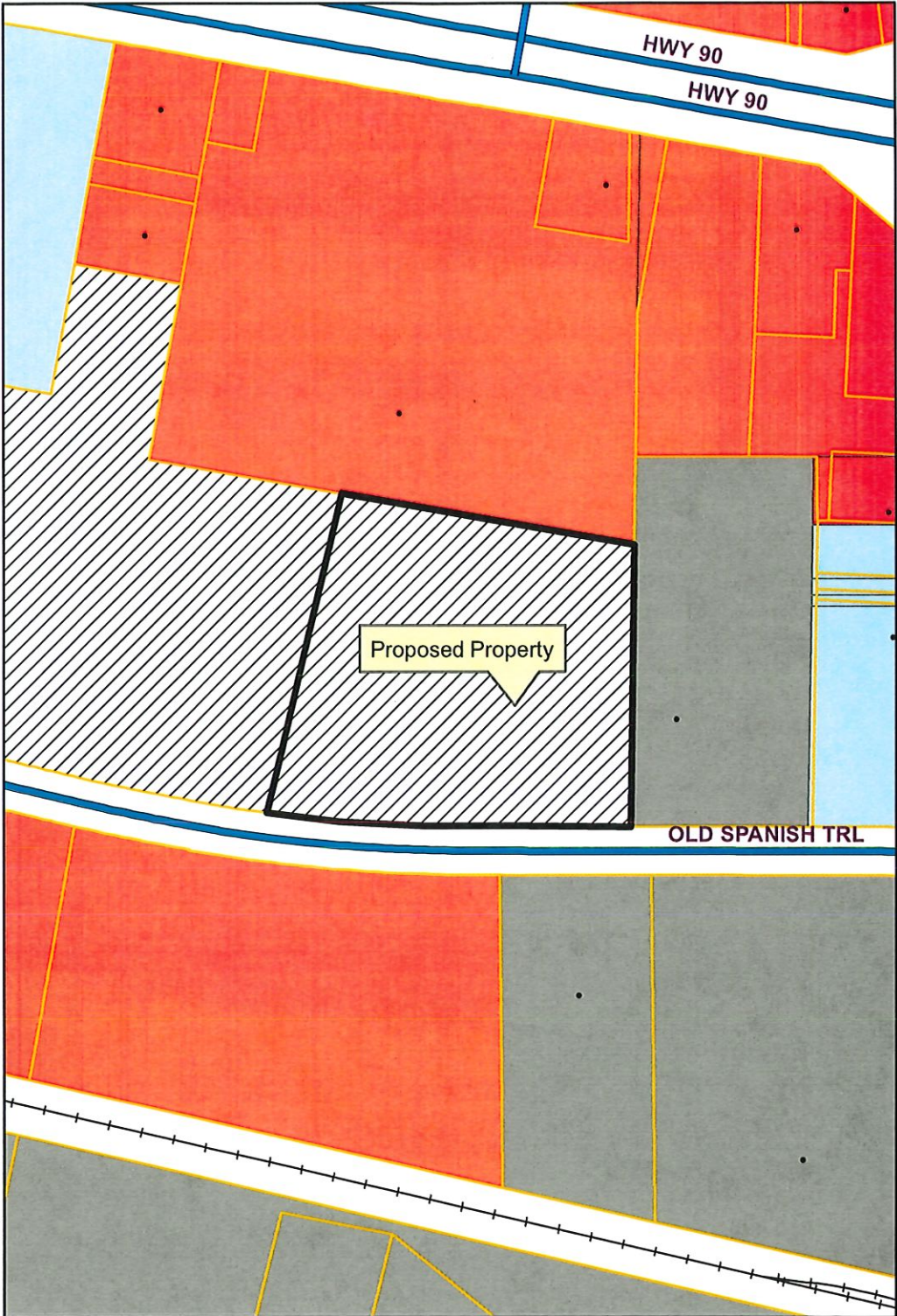


Exhibit D Future Land-Use

Prepared By:

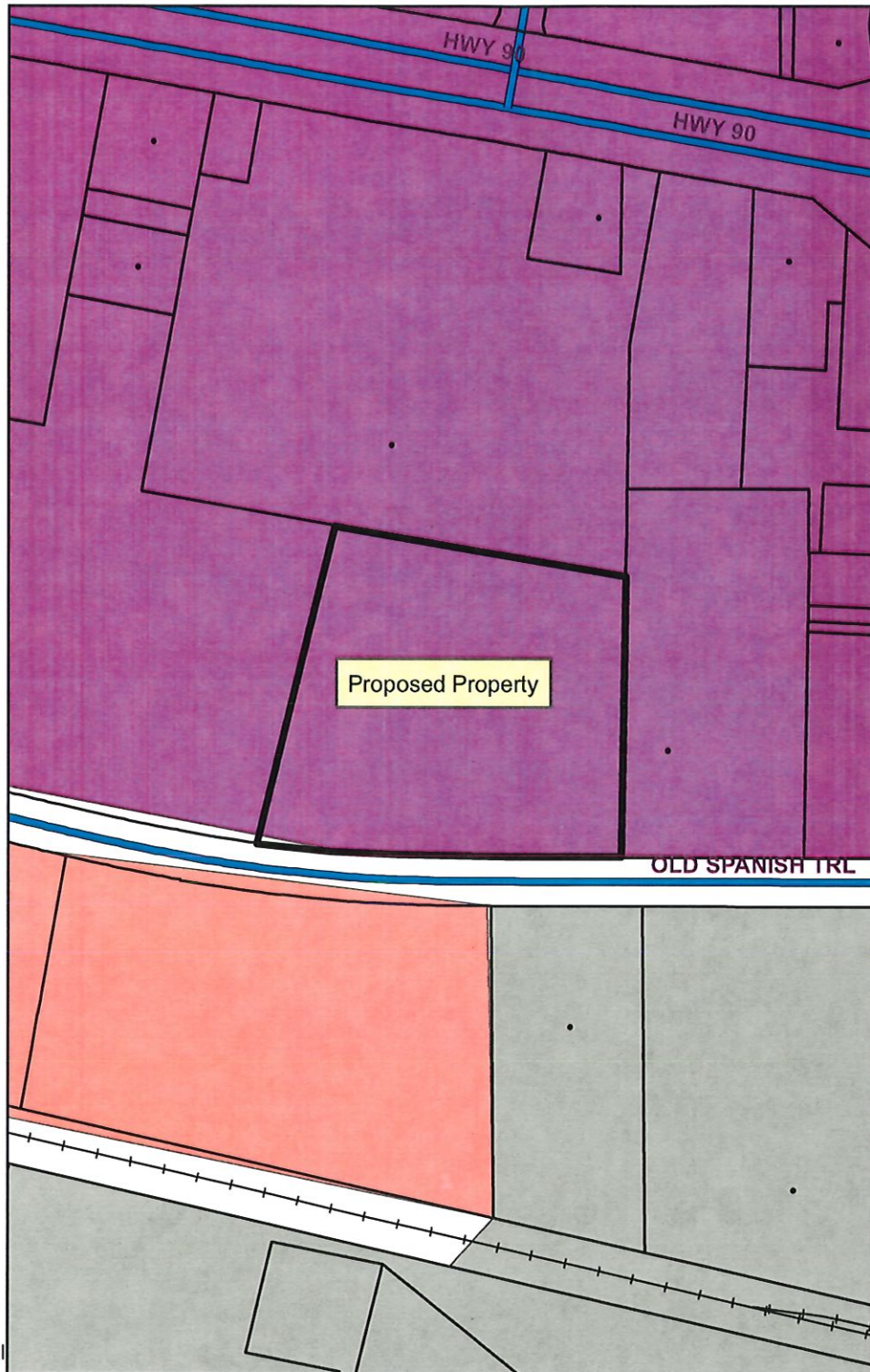
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: May 20, 2025
Title: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 1424 Wesleyan Street, Gautier, MS (GPC #25-19-VAR)

Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 1424 Wesleyan Street, Gautier, MS (GPC #25-19-VAR)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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 Planning Department received a request from Nathan Chomoa, located at 1424 Wesleyan Street, for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on March 25, 2025, the Planning Department received a request from the applicant for a two-foot (2') variance to fence height in a front yard; and

WHEREAS, the applicant would like to put a six-foot (6') fence along part of the front yard. The 6' fence would also run along the property line of his secondary front yard; and

WHEREAS, pursuant to the Unified Development Ordinance, fences shall not exceed four feet in height within a designated front yard; and

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 20, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/06/2025
Subject: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1424 Wesleyan Street, (GPC #25-19-VAR)

REQUEST:

The Planning Department has received a request from Nathan Chomoa for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1424 Wesleyan Street, PID #86037408.000 (GPC #25-19-VAR). The application fee of \$175 was paid on March 25, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a 6' fence along part of his front yard. The 6' fence would also run along the property line of his secondary front yard. Per the Unified Development Ordinance (UDO), fences shall not exceed four feet in height within a designated front yard. The applicant will need a two-foot (2') variance to fence height in a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height in a front yard. He is wanting to put a 6' fence along a portion of his front yard, and along the property line of his secondary front yard. The UDO does not allow a fence to be more than four feet in height within a designated front yard.

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):

1. 30% of required off-street parking spaces and/or
2. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

1. 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;
2. 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;
3. That the special conditions and circumstances do not result from actions of the applicant; and

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:

The Planning Commission recommends that the City Council approve the variance based on the characteristics of the neighborhood and the location of the house.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Complete Packet 25-19-VAR
2. Excerpt GPC Meeting 5.1.25 (#25-20-UDO)

Excerpt from May 1, 2025, Planning Commission Meeting:

The Planning Department has received a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1424 Wesleyan Street, (GPC #25-19-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the fence would only cover a portion of the secondary front yard. It would only be about 20 feet past the front plain of the house.

REQUEST:

The Planning Department has received a request from Nathan Chomoa for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1424 Wesleyan Street, PID #86037408.000 (GPC #25-19-VAR). The application fee of \$175 was paid on March 25, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a 6' fence along part of his front yard. The 6' fence would also run along the property line of his secondary front yard. Per the Unified Development Ordinance (UDO), fences shall not exceed four feet in height within a designated front yard. The applicant will need a two-foot (2') variance to fence height in a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height in a front yard. He is wanting to put a 6' fence along a portion of his front yard, and along the property line of his secondary front yard. The UDO does not allow a fence to be more than four feet in height within a designated front yard.

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 the case.

Elizabeth Chomoa, the applicant, stated that her family is new to Gautier, that she and her husband are active duty Coast Guard, and they have three children. They built a fence because people speed past their house. She said they didn’t know there was a 4’ height rule, she assumed the contractor she hired would know the rules.

Commissioner Hudson asked if there would be an impact to site for vehicles from either angle.

Commissioner Ward said he went and looked at the property, and drove the site, and there were no site issues. He talked to one of the neighbors that happened to be outside, and he had no issues with the fence.

Commissioner Davis asked if they intended to move the fence any further or was it as far as it was going to go.

Mrs. Chomoa said they did intend to eventually continue across the backyard because they heard there was an alligator that goes back there, but they don't plan to extend the fence any further in front of the house.

Commissioner Davis asked how far it was from the end of the fence to the street.

It was determined that the fence was probably 25-30 feet from the street.

Commissioner Davis asked who the contractor was that put up the fence and if they got a permit.

Mrs. Chomoa told him it was Gulf Coast Fence.

Mr. Ankerson advised that you do not have to obtain a permit for a fence unless it is over 7' in height.

Commissioner Davis stated that something needed to be done about Contractors not going by the Ordinance when they know, or should know, what the regulations are. He would like to see the City Council address the issue of contractors doing work that does not adhere to our ordinances.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend that the City Council approve the variance based on the characteristics of the neighborhood and the location of the house.

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

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

ABSENT	Ricky Decoteau
---------------	-----------------------

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 1, 2025

GPC #25-19-VAR

1424 Wesleyan Street

VII. NEW BUSINESS

4. Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 1424 Wesleyan Street, (GPC #25-19-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 24, 2025

Subject: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1424 Wesleyan Street, (GPC #25-19-VAR)

REQUEST:

The Planning Department has received a request from Nathan Chomoa for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 1424 Wesleyan Street, PID #86037408.000 (GPC #25-19-VAR). The application fee of \$175 was paid on March 25, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a 6' fence along part of his front yard. The 6' fence would also run along the property line of his secondary front yard. Per the Unified Development Ordinance (UDO), fences shall not exceed four feet in height within a designated front yard. The applicant will need a two-foot (2') variance to fence height in a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height in a front yard. He is wanting to put a 6' fence along a portion of his front yard, and along the property line of his secondary front yard. The UDO does not allow a fence to be more than four feet in height within a designated front yard.

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

25-19-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:

Nathan Chomoz

Name of Business: _____

Phone:

858-357-7286

Property Address:

1424 Wesleyan St.

Mailing Address (if Different): _____

E-Mail Address:

echomoz18@gmail.com

Reason for request, location and intended use of Property:

Fence Height - 2' variancefor front yard

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant:

X [Signature]

Date of Application:

3-25-25

FOR OFFICE USE ONLY

Date Received

3/25/25

Verify as Complete

B. Sest

Fee Amount Received

176.00

Initials of Employee Receiving Application

Balis

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*

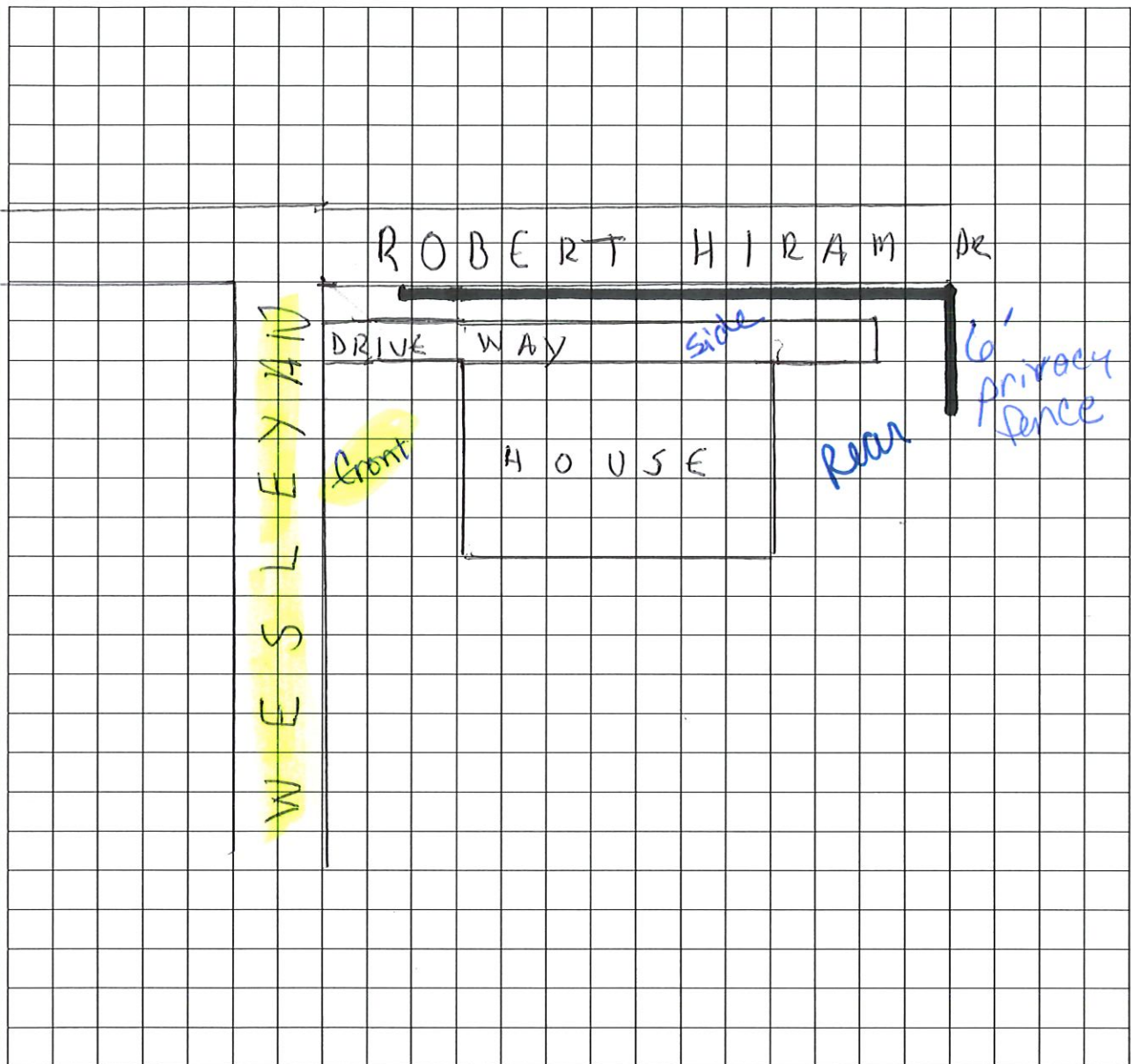
2. Are these special conditions and circumstances a result of your actions? Explain. *No*

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.

It's a busy street and we have 3 small children playing next to it.

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.*

N
↑



Narrative

I am a retiring Marine and Coast Guard Veteran. After being stationed in Pascagoula for the last three years, my family and I found our forever home in Gautier, Mississippi. The house presented one main concern that being the high speed of traffic despite traffic signs. Unknown to us this Ordinance we hired a fencing company, Gulf Coast Fence, Inc. to eliminate the potential of our kids going into traffic. We were under the understanding the fencers know the laws and City ordinances. This was a mistake as we unknowingly built a fence too tall.

V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS OR
ITS AUTHORIZED AGENT.**

Chomoa

Loan #: REA0000278786

MIN: 100072450011991153

Case #: 23-23-6-0443492

THIS V.A. GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 16th day of **January, 2025**, and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to **CMG Mortgage, Inc. dba CMG Home Loans** (herein "Lender") and covering the property described in the Security Instrument and located at **1424 Wesleyan St, Gautier, MS 39553** (Property Address).

V.A. GUARANTEED LOAN COVENANT: In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof will govern the rights,

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

53.47

Page 1 of 3



duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 19 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding Four percent (4.000%) of the overdue installment (principal, interest, and escrow for taxes and insurance) when paid more than Fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" will not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to 38 U.S.C. 3714.

An authorized transfer ("assumption") of the property will also be subject to additional covenants and agreements as set forth below:

(a) **ASSUMPTION FUNDING FEE:** A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the VA. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

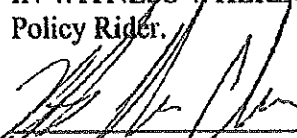
(b) **ASSUMPTION PROCESSING CHARGE:** Upon application for approval to allow assumption and transfer of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the VA for a loan to which 38 U.S.C. 3714 applies.

(c) **ASSUMPTION INDEMNITY LIABILITY:** If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the Veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the VA to the



extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

IN WITNESS WHEREOF, Borrower(s) has executed this V.A. Guaranteed Loan and Assumption Policy Rider.



- BORROWER - Nathan Andrew Chomoa (SEAL)



- BORROWER - Elizabeth Ann Chomoa (SEAL)



EXHIBIT "A" - LEGAL DESCRIPTION

THE FOLLOWING PROPERTY SITUATED IN THE COUNTY OF JACKSON, STATE OF MISSISSIPPI, AND DESCRIBED AS FOLLOWS:

LOT 11, OAKLEIGH PLACE SUBDIVISION, IN THE CITY OF GAUTIER, IN CLAIM SECTION 13 AND 14, TOWNSHIP 8 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 38, RECORDS OF OFFICIAL PLATS OF JACKSON COUNTY, MISSISSIPPI.

PARCEL ID: 86037408.000

**COMMONLY KNOWN AS 1424 WESLEYAN STREET, GAUTIER, MS 39553
HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED**

**NOTE: FOR RECORDING PURPOSES, THE INDEXING INSTRUCTIONS ARE AS FOLLOW: LOT 11, OAKLEIGH PLACE SUBDIVISION, CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI
COMPANY WILL NOT SHOW THIS REQUIREMENT AS AN EXCEPTION TO POLICY COVERAGE.
JACKSON COUNTY, MISSISSIPPI**

**PRIOR DEED: BOOK: 2150 PAGE: 144 INSTRUMENT: 202400130
PROPERTY ADDRESS: 1424 WESLEYAN STREET, GAUTIER, MS 39553
PARCEL ID: 86037408.000**

RECORDED TRUE COPY

Prepared By:
Kellee Porter
CMG Mortgage, Inc. dba CMG Home
Loans
3160 Crow Canyon Road, Suite 400
San Ramon, CA 94583

After Recording Return To:
First American Mortgage Solutions
ATTN: C/O CMG Mortgage Solutions MS:
161-C
1795 International Way
Idaho Falls, ID 83402
866-659-8989

[Space Above This Line For Recording Data]

DEED OF TRUST

Chomoa
Loan #: REA0000278786
MIN: 100072450011991153
MERS Phone: 1-888-679-6377
PIN: 86037408.000
Case #: 23-23-6-0443492

Grantor(s): Nathan Andrew Chomoa and Elizabeth Ann Chomoa, Husband and Wife.

Address: 1424 Wesleyan St, Gautier, MS 39553
Phone: (858) 357-7286

Grantee/Beneficiary: Mortgage Electronic Registration Systems, Inc.

Address: 11819 Miami Street, Suite 100, Omaha, NE 68164; P.O. Box 2026, Flint, MI 48501-2026
Phone: 1-888-679-6377

Lender: CMG Mortgage, Inc. dba CMG Home Loans

Address: 3160 Crow Canyon Road, Suite 400, San Ramon, CA 94583
Phone: 800-501-2001

Trustee: Avenue 365 Lender Services, LLC a Guardian Asset Management Company

Address: 2300 East Lincoln Highway, Suite 700, Langhorne, PA 19047
Phone: (877) 365-2836

Legal Description: Legal Description attached hereto and made a part hereof.

MISSISSIPPI--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified for VA
25303.20

Form 3025
07/2021
Page 1 of 21



(F) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Other(s) [specify] _____ |
| ☐ 1-4 Family Rider | ☐ Planned Unit Development Rider | |
| ☐ Second Home Rider | ☒ VA Rider | |

(G) **"Security Instrument"** means this document, which is dated **January 16, 2025**, together with all Riders to this document.

Additional Definitions

(H) **"Applicable Law"** means all controlling applicable federal, state, and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association, or similar organization.

(J) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

(K) **"Electronic Fund Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.

(L) **"Electronic Signature"** means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(M) **"E-SIGN"** means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(N) **"Escrow Items"** means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan

MISSISSIPPI--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified for VA
25303.20

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07/2021
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closing or at any time during the Loan term.

(O) **"Loan"** means the debt obligation evidenced by the Note, plus interest, any prepayment charges, costs, expenses, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(P) **"Loan Servicer"** means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(Q) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(R) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or Default on, the Loan.

(S) **"Partial Payment"** means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

(T) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3.

(U) **"Property"** means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(V) **"Rents"** means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(W) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(X) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

(Y) **"UETA"** means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For

MISSISSIPPI--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified for VA
25303.20

Form 3025
07/2021
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this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of Jackson:

Legal Description attached hereto and made a part hereof.

which currently has the address of 1424 Wesleyan St, Gautier, Mississippi 39553 ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific Mississippi state requirements to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or

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at such other location as may be designated by Lender in accordance with the notice provisions in Section 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless



Lender waives this obligation in writing. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver, Borrower must pay directly, when and where payable, the amounts due for any Escrow Items subject to the waiver. If Lender has waived the requirement to pay Lender the Funds for any or all Escrow Items, Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly pursuant to a waiver, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing under such agreement;



(bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect, but not exceeding the coverage required under Section 5(a) or any restrictions under Applicable Law. Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt



notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Insurance Settlements; Assignment of Proceeds. If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will not

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destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and/or rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section



9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

(c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. Borrower authorizes Lender to collect the Rents, and agrees that each Tenant will pay the Rents to Lender. However, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of



and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender.

If substantially equivalent Mortgage Insurance coverage is not available, Borrower will continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve.

Lender will no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance.

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower will pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written



agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security



by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) either (A) a one-time charge for flood zone determination, certification, and tracking services, or (B) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

(d) Savings Clause. If Applicable Law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Borrower which exceeded



permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). To the extent permitted by Applicable Law, Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will



satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Mississippi. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of which is the transfer of title by Borrower to a purchaser at a future date.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security



Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity



to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

MISSISSIPPI--Single Family--Fannie Mac/Freddie Mac UNIFORM INSTRUMENT
Modified for VA
25303.20

Form 3025
07/2021
Page 19 of 21



86037408.000 AJAX 2021-G REO CORP

PIDN: 86037408.000

GISP: 871.11-04-0106.00

Owner Information

Percent of Ownership: 100

Name: AJAX 2021-G REO CORP

Name 2: C/O GREGORY FUNDING LLC

Mailing Address: 13190 SW 68TH PKWY

TIGARD OR

97223

Site Address: 1424 WESLEYAN ST GAUTIER

Land Information

Section: 11

Acreage: 0

Township: 8

Range: 7

Street Name WESLEYAN
ST

Value and Tax Information

Total Assessed Value: 30802

Total Appraised Value: 308023

Improvement Value: 278063

Land Value: 29960

Tax Amount: 4044

SQ FT: 3760

Year Built: 2006

Legal Description

Description: LOT 11 OAKLEIGH PLACE S/D PB 17-
38 DB 1380-820 (106 MAP871.11-04
)

Deed Book / Page: 2150 / 144

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

86037408.000 AJAX 2021-G REO CORP

82514300.006

82514300.007

82514300.000

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ROBERT HIRAM DR

EVANS ST

WESLEYAN ST

LADNIER RD

0 25 50 100 Feet

Jackson County GIS

4/11/2025

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

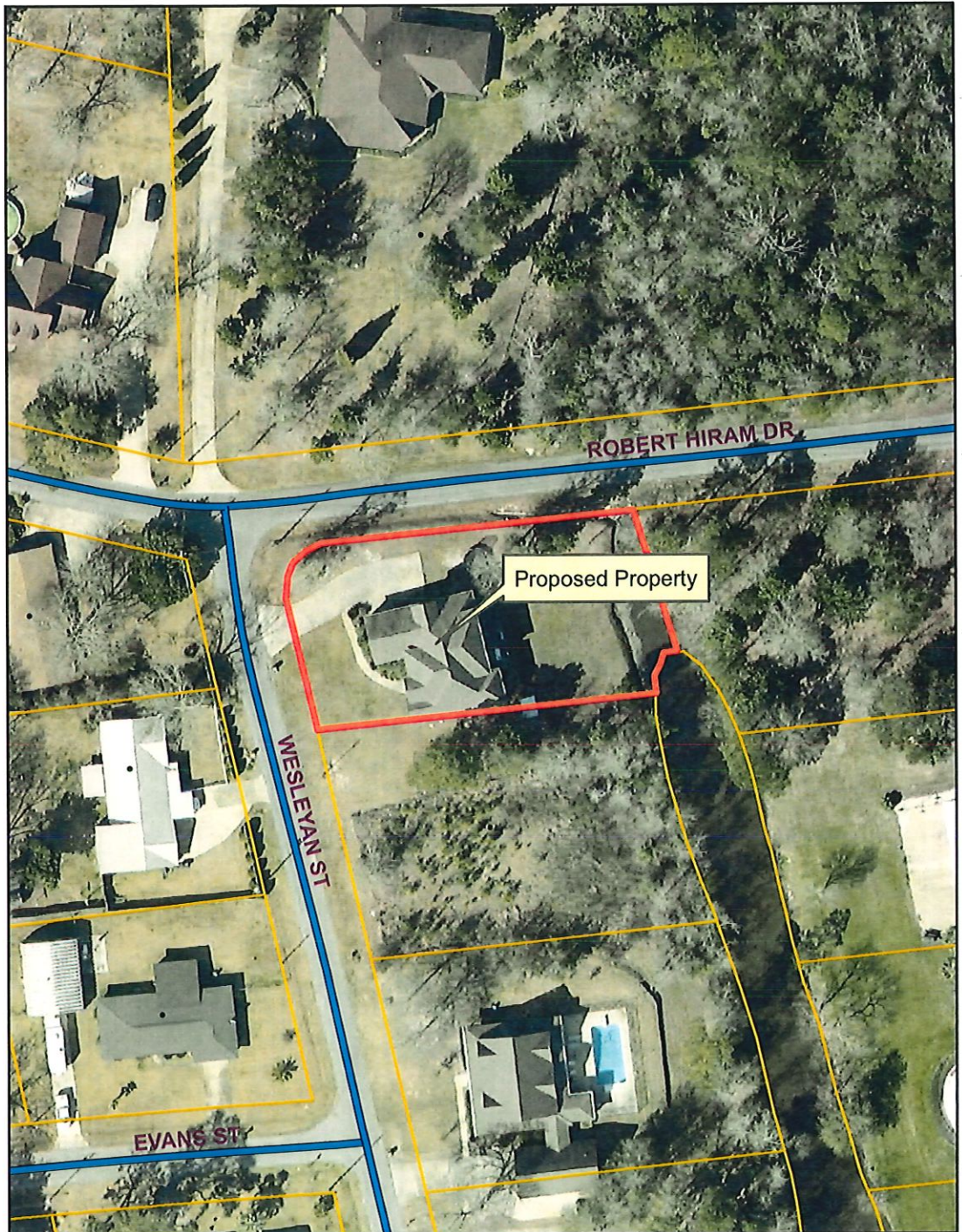


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

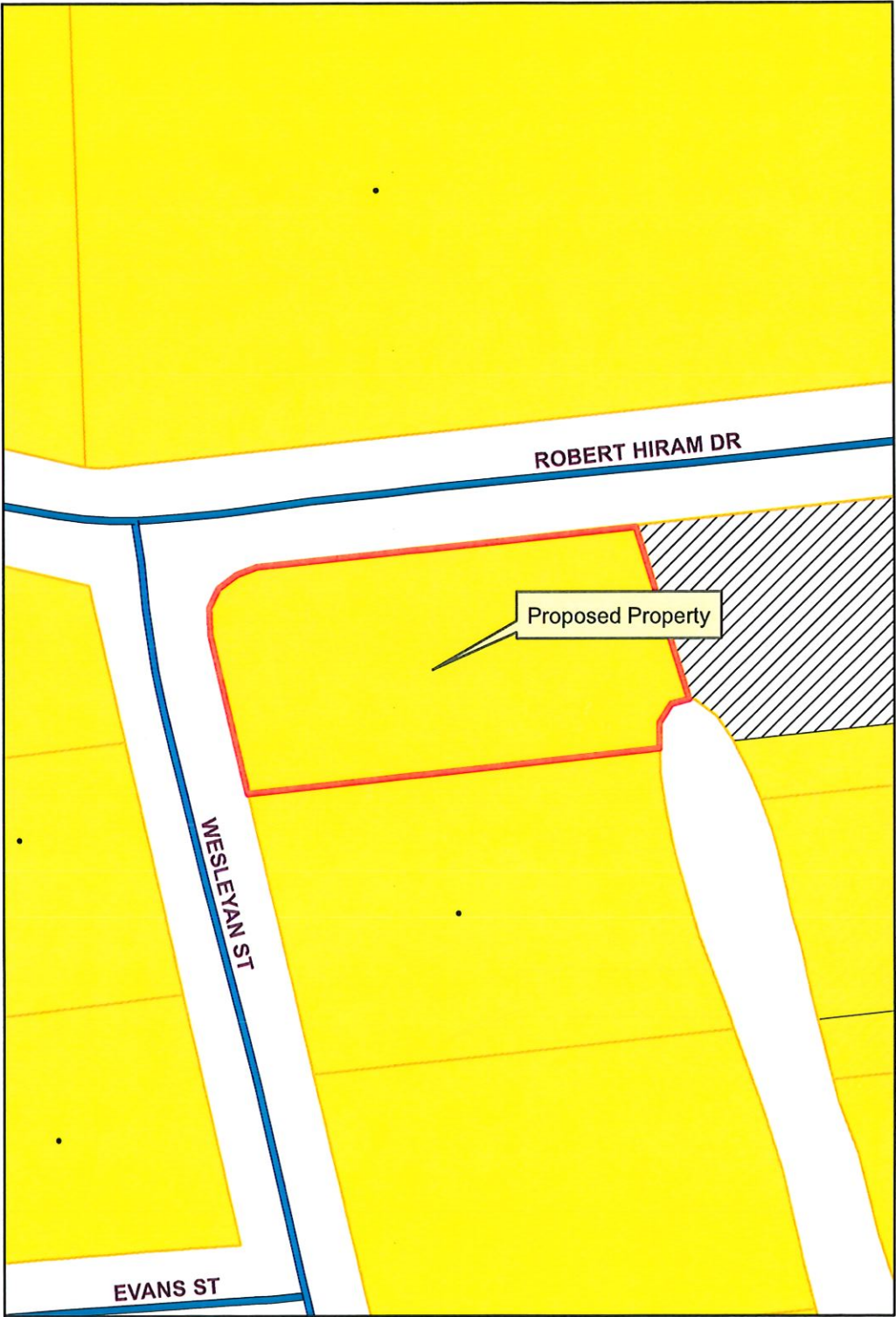


Exhibit D Future Land-Use

Prepared By:

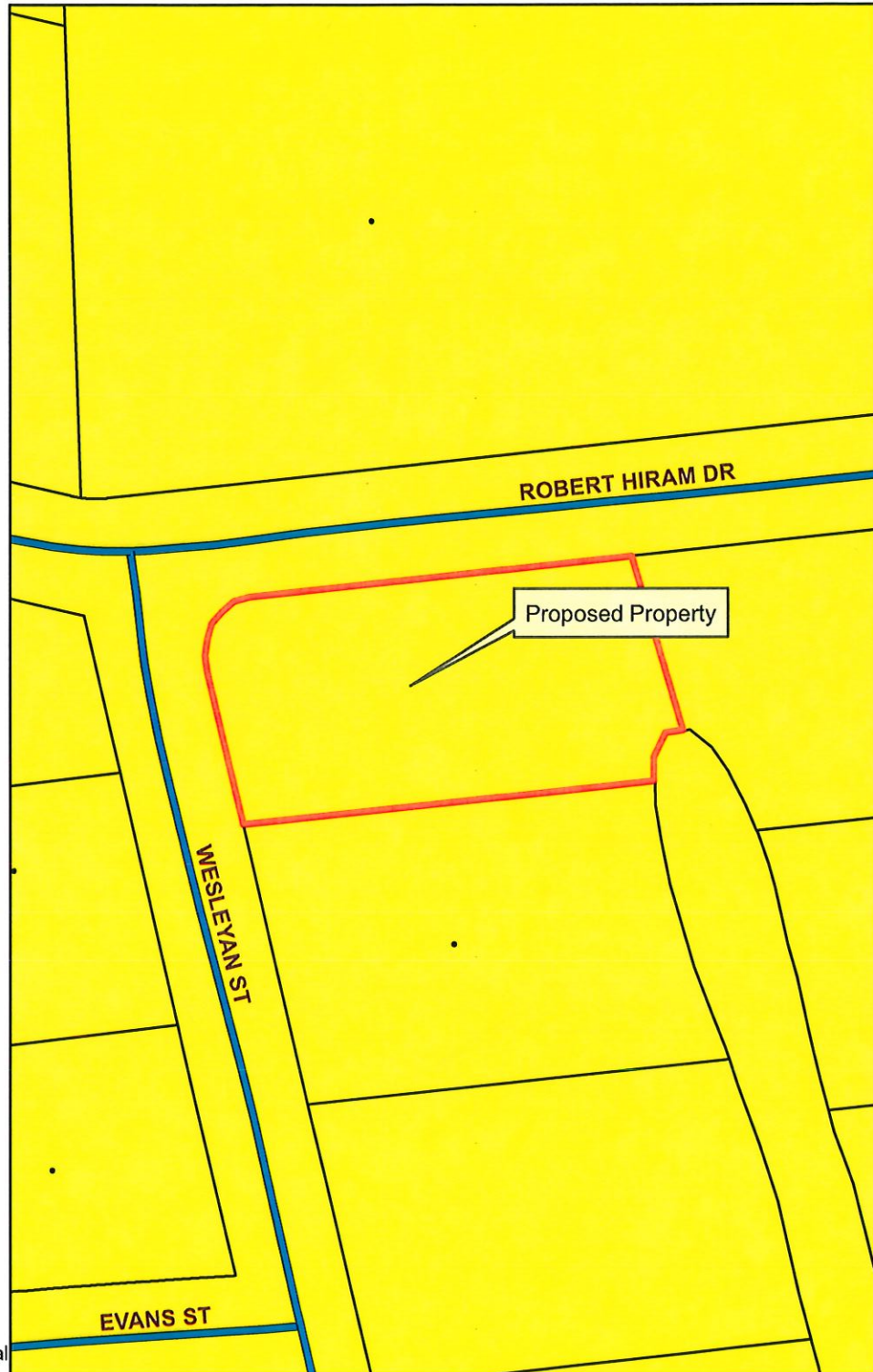
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:
Title:

May 20, 2025
Consider a request to amend the UDO to reflect text changes to Sections 4.23.1 (B) Loading, Hauling, and removal of tree limbs and debris (City initiated) (GPC #25-20-UDO)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000

Summary Explanation: Consider a request to amend the UDO to reflect text changes to Sections 4.23.1 (B) Loading, Hauling, and removal of tree limbs and debris (City initiated) (GPC #25-20-UDO)

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:

ORDINANCE NUMBER -202~~5~~4

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI ADOPTING CLARIFICATION AND OTHER TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE.

WHEREAS, the authority for enactment and amendment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.

WHEREAS, City Staff and City Council find the need for clarification text changes to the Unified Development Ordinance.

WHEREAS, the Gautier Planning Commission held a public meeting, after giving due public notice, and considered this ordinance on May 1, 2025. The City Council considered the amendments on May 20, 2025.

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

SECTION I.

Unified Development Ordinance, Section 4.23.1(B) is hereby revised to read as follows:

SECTION II.

4.23.1 Land Alterations and Disturbance Permit

- B. Loading, hauling and removal of tree limbs and debris on sites of less than ten acres
1. All persons, firms or corporations hereafter performing tree removal or trimming services for compensation within the City shall remove and dispose of all debris created by the performance of such services.
 2. The debris shall be properly disposed of by the person, firm, or corporation performing the services of their agent. Said debris shall be removed within forty-eight (48) hours five (5) days of completion of construction activities.

SECTION III.

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

SECTION IV.

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

SECTION V.

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

SECTION VI.

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

SECTION VII.

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

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

AYES:

NAYS:

Thereupon, the Mayor declared said Amended Ordinance approved, passed and adopted on this the th day of , 2025.

Casey Vaughan, Mayor

Attest: _____
Teresa Montgomery
City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/06/2025
Subject: Consider a request to amend the UDO to reflect text changes to Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris (City initiated) (GPC #25-20-UDO)

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would change regulations for removal of tree limbs and debris. (Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris.)

BACKGROUND:

The Planning Director would like to amend the Unified Development Ordinance (UDO) Section 4.23.1(B) to only be applied to sites less than ten acres and extend the removal period of debris to within five (5) days of completion of construction activities.

DISCUSSION:

The Planning Director requests that the UDO Section 4.23.1 (B) reflect the following changes:

4.23.1 Land Alterations and Disturbance Permit

2. Loading, hauling and removal of tree limbs and debris on sites less than ten acres

1. All persons, firms or corporations hereafter performing tree removal or trimming services for compensation within the City shall remove and dispose of all debris created by the performance of such services.
2. The debris shall be properly disposed of by the person, firm or corporation performing the services of their agent. Said debris shall be removed within ~~forty-eight (48) hours~~ five (5) days of completion of construction activities.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the amendments to the UDO as presented.

The City Council may:

Approve the UDO Amendment;
Approve the UDO Amendment with changes; or
Deny the UDO Amendment.

ATTACHMENTS:

1. Excerpt GPC Meeting 5.1.25 (#25-20-UDO)
2. Complete Packet 25-20-UDO

Excerpt from May 1, 2025, Planning Commission Meeting:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) to reflect text changes to Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris. (City initiated) (GPC #25-20-UDO)

Scott Ankerson, Planning Director, said he had been working closely with Paula Yancey, the City Manager, and Josh Danos, the City Attorney, amending the section of the UDO regarding burning of property clearing debris. Currently you cannot burn debris from property clearing. We feel like this is a hardship for a lot of property owners that have large properties. Especially those larger than 10 acres, because it is very expensive to haul off all the debris. We have looked at MDEQ regulations and have found that they do allow burning, but it must be so many yards away from any kind of occupied structure for an open burn. If you are closer than that (500 yards is what he thinks is the distance), but at least 50 yards away, you can force an air induct burn. MDEQ does allow burning but the City currently doesn't. We are trying to put our ordinance more in line with MDEQ requirements and get rid of a hardship we think is unnecessary. We do not want to allow burning on the smaller parcels that are within subdivisions and developed areas due to the many associated risks and hazards. If this amendment is approved, we will create our own City of Gautier Burn Ordinance in line with MDEQ requires for City of Gautier parcels over ten acres.

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would change regulations for removal of tree limbs and debris. (Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris.)

BACKGROUND:

The Planning Director would like to amend the Unified Development Ordinance (UDO) Section 4.23.1(B) to only be applied to sites less than ten acres and extend the removal period of debris to within five (5) days of completion of construction activities.

DISCUSSION:

The Planning Director requests that the UDO Section 4.23.1 (B) reflect the following changes:

4.23.1 Land Alterations and Disturbance Permit

B. Loading, hauling and removal of tree limbs and debris on sites less than ten acres

1. All persons, firms or corporations hereafter performing tree removal or trimming services for compensation within the City shall remove and dispose of all debris created by the performance of such services.
2. The debris shall be properly disposed of by the person, firm or corporation performing the services of their agent. Said debris shall be removed within ~~forty-eight (48) hours~~ **five (5) days** of completion of construction activities.

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to amend the regulations for loading, hauling and removal of tree limbs and debris is a relevant amendment.

RECOMMENDATIONS:

Staff recommends that Planning Commission recommend the approval of the UDO amendment as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;
2. Recommend that City Council approve the UDO Amendment with changes; or
3. Recommend that City Council deny the UDO Amendment.

Chairman Jamison asked if the amendment was about burning or how long someone had to remove the debris.

Mr. Ankerson said he changed the required time for removal from 48 hours to 5 days because he felt that 48 hours was not enough time. The main interest in this amendment is burning on sites less than 10 acres. What this amendment changes is Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris to add on sites less than 10 acres. Excluding this proposed amendment, the ordinance reads so that you must haul all debris off any property that is cleared within the City. He is trying to word the amendment so parcels over 10 acres can be looked at under a new burn ordinance. This will mostly affect contractors rather than homeowners.

Commissioner Davis asked if someone bought an area that had already been subdivided but not cleared, would this situation be looked at as one area.

Mr. Ankerson said those parameters have not been established.

Chairman Jamison noted the time period change for removal of debris was needed because 48 hours was not enough time.

Mr. Ankerson said he is hoping to have the new burn ordinance completed and ready to go before Council the same time this amendment does. If that doesn't happen, they will automatically fall back on MDEQ requirements until such time that the new ordinance takes effect. The new ordinance will be a stand-alone ordinance just like the landfill ordinance. It will not go before the Planning Commission.

There were none in attendance speaking in opposition of the proposed amendments.

ACTION TAKEN:

Chairman Jamison made a motion to recommend that City Council approve the amendments to the UDO as presented.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 Maurice Hudson
 Chris Hoover
 William Davis

ABSENT: **Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 1, 2025

Text Change

UDO Amendment

VII. NEW BUSINESS

5. Consider a request to amend the UDO to reflect text changes to Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris (City initiated) (GPC #25-20-UDO)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 24, 2025

Subject: Consider a request to amend the UDO to reflect text changes to Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris. (City initiated) (GPC #25-20-UDO)

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would change regulations for removal of tree limbs and debris. (Section 4.23.1(B) Loading, hauling and removal of tree limbs and debris.)

BACKGROUND:

The Planning Director would like to amend the Unified Development Ordinance (UDO) Section 4.23.1(B) to only be applied to sites less than ten acres and extend the removal period of debris to within five (5) days of completion of construction activities.

DISCUSSION:

The Planning Director requests that the UDO Section 4.23.1 (B) reflect the following changes:

4.23.1 Land Alterations and Disturbance Permit

B. Loading, hauling and removal of tree limbs and debris on sites less than ten acres

1. All persons, firms or corporations hereafter performing tree removal or trimming services for compensation within the City shall remove and dispose of all debris created by the performance of such services.
2. The debris shall be properly disposed of by the person, firm or corporation performing the services of their agent. Said debris shall be removed within ~~forty-eight (48) hours~~ **five (5) days** of completion of construction activities.

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to amend the regulations for loading, hauling and removal of tree limbs and debris is a relevant amendment.

RECOMMENDATIONS:

Staff recommends that Planning Commission recommend the approval of the UDO amendment as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;
2. Recommend that City Council approve the UDO Amendment with changes; or
3. Recommend that City Council deny the UDO Amendment.

ATTACHMENTS:

1. UDO Excerpt with proposed changes

PROPOSED

Section 4.23.1(B)

Section 4.23.1 Land Alterations and Disturbance Permit

4.23.1(B)

B. Loading, hauling and removal of tree limbs and debris **on sites less than ten acres**

1. All persons, firms or corporations hereafter performing tree removal or trimming services for compensation within the City shall remove and dispose of all debris created by the performance of such services.

2. The debris shall be properly disposed of by the person, firm or corporation performing the services of their agent. Said debris shall be removed within ~~forty-eight (48) hours~~ **five (5) days** of completion of construction activities.

- E. Permit for Moving of Buildings
- F. Mobile Home/MEMA Cottage Placement Permit

4.23.1 Land Alterations and Disturbance Permit

The purpose of this section is to set forth regulations governing the excavation, clearing and draining of properties within the City of Gautier. Because the alteration of land, particularly large areas, impacts hydrologic characteristics of most land areas, it is imperative that the activity takes into account the immediate and long-term impact of such work on adjoining and downstream properties. Specifically, the intent of these regulations is to assure that any land alteration results in a zero increase in sedimentation and storm water volumes and rates beyond that which existed prior to alteration or disturbance.

A. Clearing and grubbing, haul roads, waste areas, plant sites or other areas occupied by the contractor.

Clearing and grubbing on erodible areas, including the construction site, or other areas occupied by the contractor in connection with the work shall include adequate protection for preventing excessive erodible material from entering water or waterways on land not occupied by the contractor and preventing dust created by hauling equipment. Temporary measures as required by DEQ and the City shall be employed by the contractor from the beginning of the work. These measures may consist of the expeditious use of brush, vegetation or other residue from clearing and grubbing, temporary or permanent terraces, berms, dikes, dams, sediment basins or other effective means of containing sediment. All temporary or permanent erosion control features shall be maintained in an effective manner so long as essential to the abatement of siltation.

B. Loading, hauling and removal of tree limbs and debris on sites less than ten acres

1. All persons, firms or corporations hereafter performing tree removal or trimming services for compensation within the City shall remove and dispose of all debris created by the performance of such services.
2. The debris shall be properly disposed of by the person, firm or corporation performing the services of their agent. Said debris shall be removed within ~~forty-eight (48) hours~~ **five (5) days** of completion of construction activities.

C. Excavation

Excavations shall be made in an acceptable manner to the City Consulting Engineer and shall be left in an aesthetically pleasing condition when completed:

1. A plot plan, drawn to scale, showing dimension of excavation, depth, slopes, distances from other property and entrances and exits shall be submitted.
2. Excavations shall be dug on a 3 to 1 slope.
3. Topsoil from pits shall be dressed down on slopes and grassed to prevent erosion.
4. Bottom of pits shall be graded in a generally level contour.

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:

May 20, 2025

Title:

Consideration for Abatement at 3661 Mackeral Drive, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 3661 Mackeral Drive, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, after proper notice, on or about May 20, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 3661 Mackeral Drive, 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 3661 Mackeral Drive, Gautier, MS 39553, by removing all the rubbish, along with securing the windows and doors with wood covering, 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 May 20, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/09/2025
Subject: Consider Abatement of 3661 Mackeral Drive, Gautier, MS (Lajuana McLain)

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 blighted property.

BACKGROUND:

DISCUSSION:

Since the death of the owner, this property has become a visual blight for all the residents on Mackeral Drive. The house itself appears to be structurally sound, however it is not being maintained. There are reports of vagrants staying on the property along with a documented history showing the same. Code Enforcement has observed that the windows on the main structure remain open and unsecured in all weather conditions allowing vagrants easy access to the structure. The portions of the yard that are visible from the street show a collection of trash and debris, old furniture, and other rubbish that make the property look like a junkyard. The combination of these issues makes the property a blighted one that is unsafe. As you can see from the enclosed photos, the property is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. Removing all the rubbish along with securing the windows and doors with wood covering will make the area safer and protect the nearby residents from the dangers caused by the abandoned and derelict property.

Public notice for this proposed abatement and for this council hearing was posted and mailed to the owner's address and to the bank of record in accordance with Mississippi law.

RECOMMENDATION:

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

ATTACHMENTS:

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



86304187.000 MCLAIN LAJUANA (EST)

PIDN: 86304187.000

GISP: 872.03-01-0353.00M

Owner Information

Percent of Ownership: 100

Name: MCLAIN LAJUANA (EST)

Name 2:

Mailing Address: 3661 MACKERAL DR
GAUTIER MS
39553

Site Address: 3661 MACKERAL DR GAUTIER

Land Information

Section: 03

Acreage: 0

Township: 8

Range: 7

Street Name MACKERAL
DR

Value and Tax Information

Total Assessed Value: 1399

Total Appraised Value: 9324

Improvement Value: 4904

Land Value: 4420

Tax Amount: 197

SQ FT: 1216

Year Built: 1996

Legal Description

Description: LOT 170 & 171 POINT CLEAR RIVIER
A S/D SEC I PB 10-24 DB 860-83 D
B 863-478 (353M Map872.03-01) TR
L#47308 '96 16X76 BELMONT PREMIE
R



Property Link

JACKSON COUNTY, MS

Current Date 4/ 7/2025

Tax Year 2023

Records Last Updated 4/ 6/2025

PROPERTY DETAIL			
OWNER	MCLAIN LAJUANA	ACRES : .25	
	3661 MACKERAL DR	LAND VALUE : 4420	
		IMPROVEMENTS : 4920	
	GAUTIER MS 39553	TOTAL VALUE: 9340	
		ASSESSED : 934	
PARCEL	86304187.000		
ADDRESS	3661 MACKERAL		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00
LAST PAYMENT DATE **NA**			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOT 170 & 171 POINT CLEAR RIVI		
HOMESTEAD CODE	DIS	ER	
TAX DISTRICT	3840	A S/D SEC I PB 10-24 DB 860-83	
PPIN	072065	D	
SECTION	03	B 863-478 (353M Map872.03-01)	
TOWNSHIP	8	TR	
RANGE	7	L#47308 '96 16X76 BELMONT PREM	
		IE	
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)

CODE CASE DETAILED REPORT CODE-001889-2021 FOR CITY OF GAUTIER

Case Type: Code Project: Opened Date: 09/15/2021
Status: Resolved District: Closed Date: 11/22/2021
Assigned To: Clay Webber Description: OG

Parcel: 86304187.000 Main Address: 3661 Mackeral Dr Main
Gautier, MS 39553

Owner
Lajuana McClain
3661 Mackeral Dr
Gautier, MS 39553

Note Created By Date and Time Created
1. OVERGROWN GRASS AT THIS LOCATION 9/15/21 HCW Code Enforcement 9/15/2021 10:23 am

CODE CASE DETAILED REPORT CODE-006059-2024 FOR CITY OF GAUTIER

Case Type: Code Project: Opened Date: 05/07/2024
Status: Resolved District: Closed Date: 12/02/2024
Assigned To: Patrick Fagan Description: no utilities. drugs. condemn. AFF

Address: 3661 Mackeral Main

Note	Created By	Date and Time Created
1. taxes are paid. no utilities since Nov. 2023. son and a few other are living there. Property looks great on the outside. but RP, teresa, says they are drug addicts and the son of the previous owner got out of prison and moved in. Lajuana McClain died last year.	Patrick Fagan	5/7/2024 4:38 pm
2. sent condemnation ltr. hope to get someone to call me so i can get names to take to court.	Patrick Fagan	5/7/2024 4:39 pm
3. rp, teresa hebert, 3728 Mackeral	Patrick Fagan	5/17/2024 3:45 pm
4. Gary Raymond McClain is living there. someone broke water lock to get water back on. City going back out there to lock it again. Property is condemned.	Patrick Fagan	6/5/2024 11:32 am
5. AFF request on Gary Raymond	Patrick Fagan	6/5/2024 11:45 am
6. they are running generator and stealing water. pics on computer file.	Patrick Fagan	8/12/2024 1:50 pm
7. no one would come to door this morning. After I left, I watched a guy on a bicycle leave and then a lady and her child came and got in car and left. I stopped the lady and told her to tell Raymond the property is condemned and they cannot be there and they can be told to leave by police or arrested at police discretion. She sent Raymond a text message for me on messenger. he has no phone.	Patrick Fagan	8/12/2024 1:52 pm
8. Tammy at water dept. disconnect the water straight line and sent me pics of them stealing the water. She said the residents there watched her disconnect it.	Patrick Fagan	8/12/2024 1:57 pm
9. condemned. tenants warned. one resident was arrested by PD for some other charge. this case is turned over to the PD. I can do nothing else at this time.	Patrick Fagan	12/30/2024 3:01 pm

CODE CASE DETAILED REPORT CODE-007994-2025 FOR CITY OF GAUTIER

Case Type: Code Project: Opened Date: 01/13/2025
Status: Active District: Closed Date: NOT CLOSED
Assigned To: Officer 3 Description: T+D

Address: 3661 Mackeral Main

Note	Created By	Date and Time Created
1. Older case, Originally sent letters for Trash and debris. I noticed some furniture and trash discarded on the side of the home. There is routinely trash dumped on the lot next to this home that I believe is coming from squatters. The windows are always open on the front and side of the home. Recently a wood and metal car shelter was constructed on the front of the property. A stop work order was left posted on the car shelter but I believe work was already completed. It is a violation to have these structures in front of the home and it was constructed without a permit.	Officer 3	4/4/2025 8:49 am
2. Requesting an abatement to get the property cleaned up and the windows and doors secured from vagrants.	Officer 3	4/7/2025 8:32 am

CODE CASE DETAILED REPORT 007962-2025 FOR CITY OF GAUTIER

Case Type: misc Project: Opened Date: 04/01/2025
Status: Active District: Closed Date: NOT CLOSED
Assigned To: Officer 3 Description: commercial truck, condemned house, t+d, Squatters.

Address: 3661 Mackeral Main

Note	Created By	Date and Time Created
1. This address is previously condemned by other officers. It is in the estate of Lajuana McClain. I observed a white commercial boom truck parked in front and I thought work may be being done to the property. I attempted to call out to anyone on the property with no response. I photographed the truck and found that it did not have a license plate.... requested the owners information via email to the dispatch supervisor. The truck turned up in the parking lot of city hall where employees park. I requested a tow sticker from the police department after it was parked there for more than 24 hours. The truck now has a Brooks cable solutions magnetic sticker on the side. it did not have that sticker before. Truck matches all of the photos from when I saw it on mackeral.	Officer 3	4/1/2025 8:38 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 MAY 20TH, 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:

3661 MACKERAL DRIVE

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

May 1, 2025

FROM: ERIC PATTERSON
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Lajuana McClain (est)
3661 Mackerel Drive
Gautier, MS 39553

Re: Notice of Public Hearing
3661 Mackerel Drive

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **3661 Mackerel Drive, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **MAY 20, 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 uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

ERIC PATTERSON

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director

From: Eric Patterson, Code Enforcement

Date: May 20, 2025

Subject: Abatement of 3661 Mackeral Drive (remove trash and debris, secure the structures windows and doors to keep vagrants out)

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 blighted property.

DISCUSSION:

Since the death of the owner, this property has become a visual blight for all the residents on Mackeral Drive. The house itself appears to be structurally sound, however it is not being maintained. There are reports of vagrants staying on the property along with a documented history showing the same. Code Enforcement has observed that the windows on the main structure remain open and unsecured in all weather conditions allowing vagrants easy access to the structure. The portions of the yard that are visible from the street show a collection of trash and debris, old furniture, and other rubbish that make the property look like a junkyard. The combination of these issues makes the property a blighted one that is unsafe. As you can see from the enclosed photos, the property is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. Removing all the rubbish along with securing the windows and doors with wood covering will make the area safer and protect the nearby residents from the dangers caused by the abandoned and derelict property.

Public notice for this proposed abatement and for this council hearing was posted and mailed to the owner's address and to the bank of record in accordance with Mississippi law.

RECOMMENDATION:

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

ATTACHMENTS:

1. Code Case Photos (1)
2. Code Case Photos (2)
3. Parcel Information
4. Code Case History
5. Abatement Public Notice Posted
6. Abatement Hearing Notification Letter

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:
Title:

May 20, 2025
Consideration for Abatement at 1824 Broadmoor,
Gautier, MS

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 1824 Broadmoor, 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 May 20, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1824 Broadmoor, 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 1824 Broadmoor, Gautier, MS 39553, by removing all rubbish, trash, and debris, 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 May 20, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/09/2025
Subject: Consider Abatement of 1824 Broadmoor, Gautier, MS (Jeannette Venable)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris from the blighted and unsafe property at 1824 Broadmoor.

BACKGROUND:

DISCUSSION:

The property at 1824 Broadmoor has been a case with the Code Enforcement office since September 2024. The tenants appear to be scrapping and continually leaving rubbish, trash, and debris in the front and on the west side of the mobile home. There have been 4 separate code cases and 2 different court cases against the current tenant. The City Council has also received 2 complaints against this property since 2024.

The decision has been made to clear the visible rubbish, trash, and debris from this property. This action follows a lack of response and action from both the owner and tenant, the property's extensive code enforcement history, and the negative impact that the accumulation of waste poses to neighboring residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner and the tenant in the manner required by law. All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property and remove any items that detract from the welfare of the neighbors and other residents on the street.

RECOMMENDATION:

The Code Enforcement office requests that City Council approve this abatement for the removal of rubbish, trash, and debris from 1824 Broadmoor in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

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

Property Link

JACKSON COUNTY, MS

Current Date 4/25/2025

Tax Year 2023

Records Last Updated 4/24/2025

PROPERTY DETAIL		
OWNER	VENABLE TRACY H & JEANNETTE M	ACRES : .17
	VENABLE FAM TRUST 12/22/14	LAND VALUE : 6140
	2224 BROOKSIDE DR	IMPROVEMENTS : **NA**
	GAUTIER MS 39553	TOTAL VALUE : 6140
		ASSESSED : 921

PARCEL 85441106.000

ADDRESS 1824 BROADMOOR

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	46.38	46.38	0.00
CITY	39.60	39.60	0.00
SCHOOL	43.93	43.93	0.00
PENALTY & OTHER	0.65	0.65	0.00
TOTAL	130.56	130.56	0.00

LAST PAYMENT DATE 2 / 27 / 2024

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	LOT 6 HICKORY HILL EST S/D UNI
HOMESTEAD CODE	None	T
TAX DISTRICT	3840	#10 DB 1648-732 DB 1768-426 DB
PPIN	069479	1
SECTION	12	768-436 (178 MAP771.12-02)
TOWNSHIP	7	
RANGE	7	

Book

Page



CODE-000834-2019Address 1824 BRO

Code Case Details

Launch App

Refresh

Search

Action

New

Delete

Save

Cancel

Case Type

Code

Project

Opened

9/12/2019

Case Status

Resolved

District

Closed

9/18/2019

Description

overgrown

Assigned To

Enforcement, Code

Emergency

☐

Parcels (1)

Addresses (1)

Zones (1)

Violator/Contacts

Notes (2)

Activities

Fees

Holds

Inspection Cases

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

	Text	Created By	Date Created
>	The property has been mowed.	Enforcement, Code	9/18/2019 4:29:17 PM
	I sent a notice to the resident and the owner ab	Enforcement, Code	9/12/2019 1:23:41 PM

CODE-006682-2024Address 1824

Code Case Details

Launch App

Refresh

Search

Action

New

Delete

Save

Cancel

Case Type

Code

Project

Opened

8/15/2024

Case Status

Resolved

District

Closed

8/21/2024

Description

os t&d, junkyard

Assigned To

Fagan, Patrick

Emergency

☐

Parcels

Addresses (1)

Zones

Violator/Contacts

Notes (4)

Activities

Fees

Holds

Inspection Cases

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

	Text	Created By	Date Created
>	owners: 2224 brookside, gautier, Tracy & Jeanne	Fagan, Patrick	12/13/2024 11:41:33 AM
	Curtis Thornton is son of Darrin. Curtis lives her	Fagan, Patrick	11/20/2024 2:48:40 PM
	darrin owns the trailer but not the land. he got t	Fagan, Patrick	8/21/2024 10:53:37 AM
	Darrin Thornton, 228-326-8060, owner who live	Fagan, Patrick	8/21/2024 10:52:58 AM

CODE-007128-2024
Address

Code Case Details
Launch App Refresh Search Action New Delete Save

Case Type
Code
Project

Case Status
Resolved
District

Description
os, t&d, junkyard AFF / ABATE
Assigned To
Fagan, Patrick

Opened
11/20/2024
Closed
1/3/2025
Emergency
☐

Parcels
Addresses (1)
Zones
Violator/Contacts
Notes (6)
Activities
Fees
Holds
Inspection Cases

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

	Text	Created By	Date Created
>	Debbie 369-4885, is the mom of Curtis who live	Fagan, Patrick	1/7/2025 3:51:41 PM
	abatement notice sign out this date. abatement	Fagan, Patrick	12/17/2024 1:28:41 PM
	told Jennette Venable via phone abatement is ja	Fagan, Patrick	12/13/2024 11:55:47 AM
	sending Abatement notice to owners Jan. 6 202	Fagan, Patrick	12/13/2024 11:55:44 AM
	did affidavit on Curtis Thornton	Fagan, Patrick	11/20/2024 3:01:02 PM
	see previous notes for numbers and bios and na	Fagan, Patrick	11/20/2024 2:49:54 PM

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



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

CITY OF GAUTIER

Nature's Playground

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on May 20, 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:

1824 BROADMOOR

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

April 25, 2025

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

TO: 1824 Broadmoor
Gautier, MS 39553
Jeannette Venable
cc: 2224 Brookside Gautier

Re: Notice of Public Hearing
1824 Broadmoor

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1824 Broadmoor, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **May 20, 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 uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: April 25, 2025
Subject: 1824 Broadmoor (Abatement: Remove Rubbish, Trash & Debris)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris from the blighted and unsafe property at 1824 Broadmoor.

DISCUSSION:

The property at 1824 Broadmoor has been a case with the Code Enforcement office since September 2024. The tenants appear to be scrapping and continually leaving rubbish, trash, and debris in the front and on the west side of the mobile home. There have been 4 separate code cases and 2 different court cases against the current tenant. The City Council has also received 2 complaints against this property since 2024.

The decision has been made to clear the visible rubbish, trash, and debris from this property. This action follows a lack of response and action from both the owner and tenant, the property's extensive code enforcement history, and the negative impact that the accumulation of waste poses to neighboring residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner and the tenant in the manner required by law. All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property and remove any items that detract from the welfare of the neighbors and other residents on the street.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement for the removal of rubbish, trash, and debris from 1824 Broadmoor in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

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

CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet

Council Meeting:

May 20, 2025

Title:

**Consideration for Abatement at 8508 Sundance,
Gautier, MS**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 8508 Sundance, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, after proper notice, on or about May 20, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 8508 Sundance, 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 8508 Sundance, Gautier, MS 39553, by removing all rubbish, trash, and debris, 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 May 20, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/13/2025
Subject: Consider Abatement of 8508 Sundance, Gautier, MS (Daniel McDermott)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris from the blighted property at 8508 Sundance.

BACKGROUND:

DISCUSSION:

The property at 8508 Sundance has large piles of rubbish, trash, and debris in the front and on both sides of the home. The City Council has received 2 complaints against this property since April 2025 requesting assistance to get this property in compliance with local and state health, safety, and welfare laws. To date, multiple notices and warnings from the City to the out-of-state owner and renter to clean the property have been ignored.

The decision has been made to clear the visible rubbish, trash, and debris from this property. This action follows a lack of response and action from both the owner and the tenant. Approving this abatement will negate the negative impact the accumulation of waste poses to neighboring residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner and the tenant in the manner required by law. All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property and remove any items that detract from the welfare of the neighbors and other residents on the street.

RECOMMENDATION:

The Code Enforcement office requests that City Council approve this abatement for the removal of rubbish, trash, and debris from 8508 Sundance in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

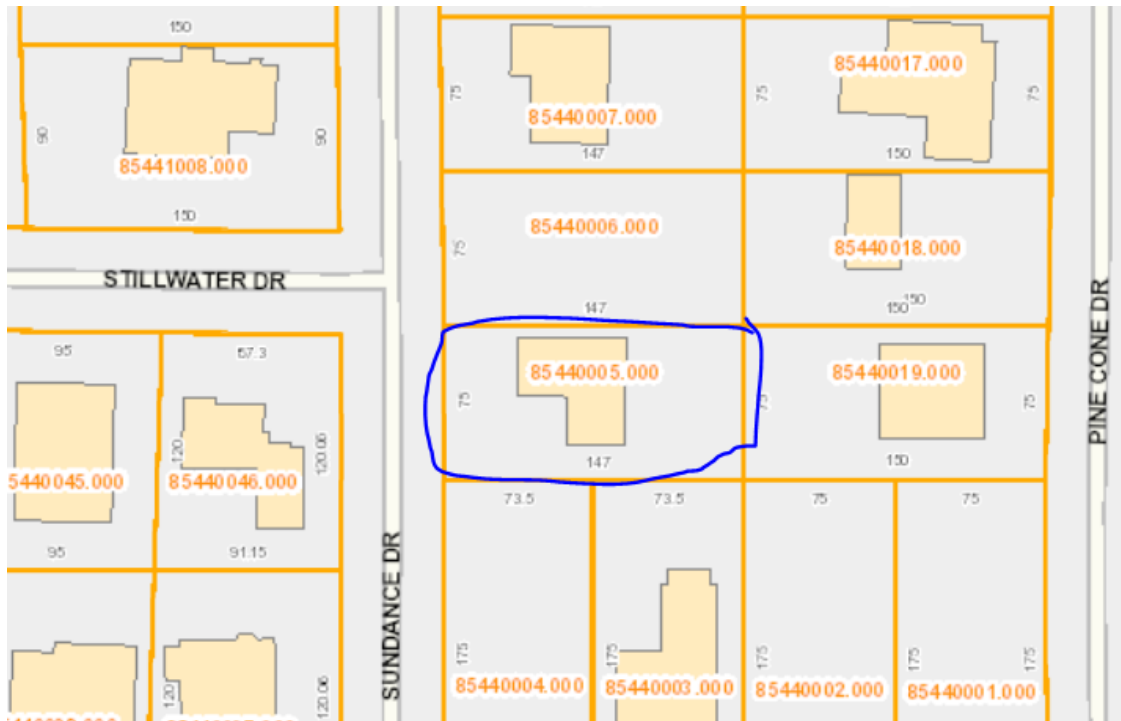
Charge the cost as a lien against the property to be collected upon sale of the property.

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

1. Photos of Property and Posting
2. Parcel and Tax Info
3. Abatement Public Notice Posted
4. Abatement Hearing Notification
5. Memorandum Public Hearing Proposal



Property Link

JACKSON COUNTY, MS

Current Date **5/13/2025**

Tax Year 2023

Records Last Updated **5/12/2025**

PROPERTY DETAIL			
OWNER	STULLER JESSE		ACRES : .25
	W194 S7354 RICHDORS DR		LAND VALUE : 9613
	IMPROVEMENTS : 77020		
	MUSKEGO WI 53150		TOTAL VALUE: 86633
	ASSESSED : 12995		
PARCEL	85440005.000		
ADDRESS	8508 SUNDANCE		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	654.43	654.43	0.00
CITY	558.79	558.79	0.00
SCHOOL	619.86	619.86	0.00
TOTAL	1833.08	1833.08	0.00
LAST PAYMENT DATE 12 / 21 / 2023			

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 May 20, 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:

8508 SUNDANCE

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

April 21, 2025

FROM: Patrick Fagan
Code Enforcement
Gautier, MS. 39553

TO: MCDERMOTT DANIEL
8508 Sundance
Gautier, MS 39503

Re: Notice of Public Hearing
8508 Sundance

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **8508 Sundance, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **May 20, 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 uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: May 12, 2025
Subject: 8508 Sundance (Abatement: Remove Rubbish, Trash & Debris)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to remove the rubbish, trash, and debris from the blighted property at 8508 Sundance.

DISCUSSION:

The property at 8508 Sundance has large piles of rubbish, trash, and debris in the front and on both sides of the home. The City Council has received 2 complaints against this property since April 2025 requesting assistance to get this property in compliance with local and state health, safety, and welfare laws. To date, multiple notices and warnings from the City to the out-of-state owner and renter to clean the property have been ignored.

The decision has been made to clear the visible rubbish, trash, and debris from this property. This action follows a lack of response and action from both the owner and the tenant. Approving this abatement will negate the negative impact the accumulation of waste poses to neighboring residents.

Public notice for this proposed abatement and council hearing was posted and mailed to the owner and the tenant in the manner required by law. All reasonable steps have been taken to ensure the property owner or agent has been provided adequate notice that the City of Gautier intends to enter the property and remove any items that detract from the welfare of the neighbors and other residents on the street.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement for the removal of rubbish, trash, and debris from 8508 Sundance in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

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

**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting:

May 20, 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 May 20, 2025.

Fund		Name of Claimant		Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001		DIRECTV LLC	Account Number 001-161-698	252127	05/20/2025	05/08/2025	Invoice # X250514	Date 05/14/2025	182.00	182.00
001		GRAND VIEW SECURITY LLC	Account Number 001-100-699 001-170-698	252128	05/20/2025	05/08/2025	Invoice # 2505021032 ALARM MONITOR: BACOT SUBSTN ALARM MONITOR: BACOT CONCESSN 2505021039	Date 05/02/2025 05/02/2025	756.00 378.00 378.00	
001		H2O INNOVATION OPERATION & MAINTENANCE	Account Number 001-201-672	252129	05/20/2025	05/08/2025	Invoice # 2025-04	Date 04/30/2025	31,832.51	31,832.51
001		RELX INC DBA LEXISNEXIS	Account Number 001-092-698	252131	05/20/2025	05/08/2025	Invoice # 3095688391	Date 03/31/2025	155.00	155.00
001		M & E FEED & SEED	Account Number 001-100-514 001-100-514	252132	05/20/2025	05/08/2025	Invoice # 5890 DOG FOOD DOG FOOD (2) 5899	Date 03/05/2025 03/31/2025	163.97 54.99 108.98	
001		PITNEY BOWES INC	Account Number 001-092-559	252133	05/20/2025	05/08/2025	Invoice # 1027373784	Date 04/29/2025	285.58	285.58
001		SUN HERALD	Account Number 001-040-559 001-040-559	252134	05/20/2025	05/08/2025	Invoice # BLX2003375 52 WK SUBS 6/25-6/26 BILL PRINT FEE	Date 06/04/2025 06/04/2025	1,339.73 1,334.74 4.99	
001		U S POSTAL SERVICE	Account Number 001-092-698	252135	05/20/2025	05/08/2025	Invoice # 06012025	Date 05/01/2025	154.00	154.00
001		BROADCAST MUSIC INC	Account Number 001-092-698	252149	05/20/2025	05/12/2025	Invoice # 58867442	Date 05/02/2024	446.00	446.00
001		MISSISSIPPI POWER	Account Number 001-170-628	252150	05/20/2025	05/12/2025	Invoice # 0796886005	Date 05/06/2025	1,155.00	1,155.00
001		DELTA UTILITIES	Account Number 001-161-630	252151	05/20/2025	05/12/2025	Invoice # 11000885-1	Date 04/29/2025	57.01	57.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA UTILITIES Account Number 001-161-630	252152	05/20/2025	05/12/2025	Invoice # 11000999-0	04/28/2025	53.30	53.30
001	TEC Account Number 001-092-605	252153	05/20/2025	05/12/2025	Invoice # 1212735	05/01/2025	101.31	101.31
001	TRANSUNION RISK-ALTERNATE DATA Account Number 001-100-699	SOLS INC Description APR 2025 ACCT 6006920	252154	05/20/2025	05/12/2025 Invoice # 202504-1	05/01/2025	340.00	340.00
001	ACE DATA STORAGE INC Account Number 001-100-699	Description APR 2025 SHREDDING SERVICE	252155	05/20/2025	05/12/2025 Invoice # 0105817	05/01/2025	105.00	105.00
001	WASTE PRO - GAUTIER Account Number 001-170-698 001-170-698	Description FRASIER PORT O LET BACOT PORT O LET(2)	252156	05/20/2025	05/12/2025 Invoice # 0001476957 0001476974	04/30/2025 04/30/2025	285.00	35.00 250.00
001	CATALIS COURTS AND LAND RECORDS LLC Account Number 001-010-698	Description MAY 2025 COURT SUPPORT	252157	05/20/2025	05/12/2025 Invoice # 308349622	05/01/2025	1,711.50	1,711.50
001	SPARKLIGHT Account Number 001-092-698	Description MAY 2025:107571481	252158	05/20/2025	05/12/2025 Invoice # 05012025	05/01/2025	164.55	164.55
001	COASTAL FIRE AND SAFETY LLC Account Number 001-092-639 001-092-639 001-092-639 001-161-639 001-161-639 001-161-639 001-161-639 001-161-639 001-161-639 001-100-639 001-100-639 001-205-639 001-170-639 001-170-639 001-100-639 001-100-639 001-092-698 001-092-698	252159 05/20/2025 05/12/2025 Description F-EXT SERV BASE CHG: CHALL FIRE EXT FE INSP (7) FIRE EXT ABC 5# F-EXT SERV BASE CHG: GFD FIRE EXT FE INSP (7) FIRE EXT ABC 10# (2) FIRE EXT ABC 20# RECHG (4) FIRE EXT ABC 5# RECHG (2) REPL SAFETY PULL PIN (4) F-EXT SERV BASE CHG: GPD FIRE EXT FE INSP (10) F-EXT SERV BASE CHG: M SHOP FIRE EXT FE INSP (6) F-EXT SERV BASE CHG: SR CNTR FIRE EXT FE INSP (3) F-EXT SERV BASE CHG: SUBSTN FIRE EXT FE INSP (1) FIRE ALARM PACP CERT: CHALL SPRINKLER INSP/CERT: CHALL	Invoice # 36614 36614 36614 36614 36614 36614 36614 36614 36614 36614 36614 36614 36614 36614 36614 36614 36615 36615	Date 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025 05/06/2025	P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O. P.O.	1,857.00	25.00 24.50 14.00 25.00 25.00 28.00 200.00 30.00 16.00 35.00 25.00 21.00 25.00 10.50 25.00 3.50 250.00 150.00	

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001	COASTAL FIRE AND SAFETY LLC	252159	05/20/2025	05/12/2025			1,857.00 (CONTINUED)	
	Account Number			Invoice #		Date	P.O.	
	001-100-699			36615		05/06/2025		300.00
	001-092-698			36615		05/06/2025		150.00
	001-092-698			36615		05/06/2025		300.00
	001-092-698			36615		05/06/2025		150.00
	Description							
	FIRE ALARM FACP CERT: GPD							
	SPRINKLER INSP/CERT: GPD							
	FIRE ALARM FACP CERT: WEST FD							
	SPRINKLER INSP/CERT: WEST FD							
001	SPARKLIGHT	252160	05/20/2025	05/12/2025			102.08	
	Account Number			Invoice #		Date	P.O.	
	001-170-698			05012025		05/01/2025		102.08
	Description							
	MAY 2025: SR BLDG 120793682							
001	SPARKLIGHT	252161	05/20/2025	05/12/2025			235.88	
	Account Number			Invoice #		Date	P.O.	
	001-170-698			04232025		05/22/2025		235.88
	Description							
	MAY 2025: BACOT 135939403							
001	BELL AUTO PARTS INC	252166	05/20/2025	05/12/2025			130.00	
	Account Number			Invoice #		Date	P.O.	
	001-170-559			D060366		04/24/2025		130.00
	Description							
	TRASH PICKER TOOL (5)							
001	RJ YOUNG COMPANY LLC	252167	05/20/2025	05/12/2025			746.00	
	Account Number			Invoice #		Date	P.O.	
	001-092-698			INV7492503		05/05/2025		746.00
	Description							
	UNL-J9N100-01 RENTAL FEE							
001	RJ YOUNG COMPANY LLC	252168	05/20/2025	05/12/2025			310.00	
	Account Number			Invoice #		Date	P.O.	
	001-100-699			INV7499140		05/08/2025		310.00
	Description							
	UNL-J7RK00-01 RENTAL FEE							
001	AUTO TRUCK AND TRAILER PARTS INC	252170	05/20/2025	05/12/2025			104.95	
	Account Number			Invoice #		Date	P.O.	
	001-170-639			322274		04/17/2025		41.50
	001-170-639			322491		04/28/2025		14.00
	001-170-639			322510		04/29/2025		40.25
	001-161-639			322550		04/29/2025		9.20
	Description							
	HYD OIL 5GAL: JC TRACTOR							
	TIE WRAP (2): REC MAINT							
	RECEIVR: 2" BALL: HITCH PIN(7)							
	HOSE CLAMP: LG (2); MD (2)							
001	RAMONA MORGAN	252172	05/20/2025	05/12/2025			192.90	
	Account Number			Invoice #		Date	P.O.	
	001-094-612			04142025		04/14/2025		150.00
	001-094-612			04142025		04/14/2025		42.90
	Description							
	REIM PARKING: HURRICANE CONF							
	REIM FUEL: HURRICANE CONF							
001	AUTOZONE INC	252173	05/20/2025	05/12/2025			369.87	
	Account Number			Invoice #		Date	P.O.	
	001-161-638			4907770781		04/03/2025		25.21
	001-161-510			4907771503		04/04/2025		95.96
	001-170-639			4907773311		04/08/2025		19.87
	001-170-639			4907773328		04/08/2025		19.87
	001-100-570			4907777129		04/14/2025		93.05
	001-100-570			4907777282		04/14/2025		93.05
	001-100-570			4907777369		04/14/2025		-93.05
	001-100-570			4907778651		04/16/2025		66.96
	001-100-570			4907781807		04/21/2025		28.54
	001-100-570			4907783703		04/24/2025		28.54
	001-100-570							76.70
	Description							
	DSL EXH FLUID: E5							
	SYN CHAMOIS(4): CAR WASH(3)							
	V-BELT (2): MINI EXCAVATOR							
	RTN CR: V-BELT (1)							
	MASTER CYLINDER: RTND							
	MASTER CYLINDER: #70508							
	RTN CR: MASTER CYL (BAD)							
	WASHER FLUID (24): PD UNITS							
	HOOD STRUTS (2): RTND							
	RTN CR: HOOD STRUTS (2)							
	2032 BTRY: WIPER BLADE (2)							

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001	KIMBERLY COMPTON Account Number 001-094-612 001-094-681	252175	05/20/2025	05/12/2025	Invoice # 04142025 04142025	Date P.O. 04/14/2025 04/14/2025	358.94 150.00 208.94	
001	TIMOTHY A HERMES Account Number 001-161-681	252176	05/20/2025	05/12/2025	Invoice # 02272025	Date P.O. 02/27/2025	32.36 32.36	
001	SOUTHERN PIPE & SUPPLY CO INC Account Number 001-170-635 001-170-635 001-170-635	252177	05/20/2025	05/12/2025	Invoice # 816029-00 816029-00 816029-00	Date P.O. 04/24/2025 04/24/2025 04/28/2025	58.83 23.10 12.63 23.10	
001	SHERRY PARABEE, CUSTODIAN PETTY Account Number 001-092-607 001-100-559	252178	05/20/2025	05/12/2025	Invoice # 10222024 05082025	Date P.O. 10/22/2024 05/08/2025	132.00 32.00 100.00	
001	AIRGAS USA LLC Account Number 001-205-588	252180	05/20/2025	05/12/2025	Invoice # 5516095478	Date P.O. 04/30/2025	577.09 577.09	
001	GRIFFIN MATTHEW GARRIGA Account Number 001-170-503 001-170-503	252181	05/20/2025	05/12/2025	Invoice # 9797	Date P.O. 04/17/2025	140.00 60.00 80.00	
001	MARION F BATES JR Account Number 001-170-503 001-170-503 001-170-503 001-170-503 001-170-503	252182	05/20/2025	05/12/2025	Invoice # 4646 4646 4646 8686 8686 8686	Date P.O. 04/17/2025 04/17/2025 04/17/2025 05/07/2025 05/07/2025 05/07/2025	580.00 60.00 80.00 80.00 60.00 80.00 80.00	
001	DAVID FRANKLIN BATES Account Number 001-170-425 001-170-425 001-170-425 001-170-425 001-170-425 001-170-425 001-170-425 001-170-425	252183	05/20/2025	05/12/2025	Invoice # 5656 5656 5656 5656 5656 7676 7676 7676	Date P.O. 04/17/2025 04/17/2025 04/17/2025 04/17/2025 04/17/2025 05/07/2025 05/07/2025 05/07/2025	2,400.00 250.00 200.00 100.00 250.00 250.00 200.00 100.00	

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001	DAVID FRANKLIN BATES	252183	05/20/2025	05/12/2025			2,400.00 (CONTINUED)	
	Account Number				Invoice #	Date	P.O.	
	001-170-425				7676	05/07/2025		250.00
	001-170-425				7676	05/07/2025		100.00
	001-170-425				7676	05/07/2025		50.00
	001-170-425				7676	05/07/2025		100.00
	001-170-425				7676	05/07/2025		250.00
	001-170-425				7676	05/07/2025		200.00
001	ADAM COLE	252184	05/20/2025	05/12/2025			220.00	
	Account Number				Invoice #	Date	P.O.	
	001-170-503				7777	04/17/2025		80.00
	001-170-503				7777	04/17/2025		80.00
	001-170-503				107107	05/07/2025		60.00
001	RICHARD TILLMAN	252185	05/20/2025	05/12/2025			550.00	
	Account Number				Invoice #	Date	P.O.	
	001-170-503				6767	04/17/2025		100.00
	001-170-503				6767	04/17/2025		100.00
	001-170-503				9696	05/07/2025		100.00
	001-170-503				9696	05/07/2025		50.00
	001-170-503				9696	05/07/2025		50.00
	001-170-503				9696	05/07/2025		50.00
	001-170-503				9696	05/07/2025		100.00
001	JAMES DAMON SPAIN II	252186	05/20/2025	05/12/2025			70.00	
	Account Number				Invoice #	Date	P.O.	
	001-170-503				8787	04/17/2025		70.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	252188	05/20/2025	05/12/2025			833.33	
	Account Number				Invoice #	Date	P.O.	
	001-170-642				04302025	04/30/2025		833.33
001	O'REILLY AUTO PARTS	252189	05/20/2025	05/12/2025			1,630.98	
	Account Number				Invoice #	Date	P.O.	
	001-161-638				1978364262	04/01/2025		161.00
	001-161-638				1978364262	04/01/2025		200.92
	001-161-638				1978364262	04/01/2025		106.69
	001-161-638				1978365151	04/09/2025		-100.00
	001-205-570				1978364263	04/01/2025		199.21
	001-100-570				1978364270	04/01/2025		74.31
	001-100-570				1978364305	04/02/2025		2.00
	001-100-570				1978364326	04/02/2025		3.28
	001-205-570				1978364361	04/02/2025		-93.43
	001-205-570				1978364362	04/02/2025		29.99
	001-205-639				1978364423	04/03/2025		169.98
	001-100-570				1978364595	04/04/2025		17.09
	001-161-510				1978364618	04/04/2025		9.49
	001-100-570				1978365169	04/09/2025		44.99
	001-100-570				1978365169	04/09/2025		44.99
	001-100-570				1978365252	04/10/2025		-25.35
	001-170-639				1978365333	04/11/2025		56.93
	001-205-570				1978365347	04/11/2025		-105.78

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001	O'REILLY AUTO PARTS	252189	05/20/2025	05/12/2025			1,630.98 (CONTINUED)	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-570	60T OIL; FILTER: FORD F150	1978365697	04/14/2025		50.74		
	001-100-570	60T OIL; FILTER: 08409	1978365699	04/14/2025		36.28		
	001-205-570	60T OIL; FILTER: 02 SENSOR:19415	1978365677	04/14/2025		147.32		
	001-100-570	CABIN FILTER: 10636	1978365772	04/14/2025		16.95		
	001-205-570	AFR SENSOR: 19415	1978365845	04/15/2025		133.26		
	001-205-639	OT DEGREASER	1978365386	04/19/2025		9.99		
	001-205-570	WIPER BLADE (4)	1978365215	04/21/2025		44.40		
	001-100-570	BRK PAD (2); ROTOR (2): 12459	1978366755	04/23/2025		155.34		
	001-100-570	OIL FILTER (6): PD FORDS	1978365758	04/23/2025		67.20		
	001-100-570	EXCHANGE BRK PADS: 12459	1978365761	04/23/2025		25.05		
	001-100-570	SPARKPLUG (2): 12459	1978366808	04/23/2025		96.00		
	001-205-570	AC RELAY; SPARKPLUG (3): 49362	1978367010	04/25/2025		6.15		
	001-205-570	IGN WIRE SET: 49362	1978367316	04/28/2025		27.59		
	001-205-570					18.40		
001	ELAN FINANCIAL SERVICES	252190	05/20/2025	05/12/2025		443.96		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	EXTERNAL USB HARD DRIVE	05012025	05/02/2025		69.54		
	001-170-511	SUPPLIES: MOTHERS DAY EVENT	04302025	05/01/2025		109.97		
	001-170-503	SUPPLIES: CLOSING CEREMONIES	04302025	05/01/2025		132.36		
	001-092-698	LATE FEE: MAR PMT	05012025	05/01/2025		132.09		
001	C SPIRE WIRELESS	252192	05/20/2025	05/12/2025		540.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-606	NCIC EQUIP CHGS 3000652433	652433-47	05/01/2025		540.00		
001	SBM REPORTING LLC	252193	05/20/2025	05/12/2025		175.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-698	PLANNING MGT 5/1/25	MB25046	05/02/2025		175.00		
001	SINGING RIVER ELECTRIC COOPERATIVE	252194	05/20/2025	05/12/2025		351.03		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH PD 76008001	04192025	04/25/2025		220.45		
	001-170-631	BACOT SPLASHPAD 103751001	04192025	04/25/2025		30.00		
	001-170-631	BACOT UPGRADES 113730001	04192025	04/25/2025		55.33		
	001-161-631	BACOT 114484001	04192025	04/25/2025		45.25		
001	HOME TEAM TIRE & AUTO SERVICE	252197	05/20/2025	05/12/2025		340.81		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	RM 8PLY IRAILIER TIRE	500222	04/11/2025		89.99		
	001-170-639	GRASS MASTER BSW TIRE(2)	500222	04/11/2025		63.98		
	001-170-639	FLAT REPAIR	500222	04/11/2025		20.00		
	001-100-570	TIRE DISPOSAL FEE (3)	500270	04/23/2025		13.50		
	001-100-570	FS F-HAWK FURSUIT (1): 14403	500270	04/23/2025		111.34		
	001-100-570	INSTALL FEE: 14403	500270	04/23/2025		20.00		
	001-100-570	MOUNT/BAL TIRE (2): 14403	500270	04/23/2025		22.00		
001	LOWE'S	252198	05/20/2025	05/13/2025		1,861.30		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	7.5'PATIO UMBRELLA RED (4)	989972	03/25/2025		186.20		
	001-170-559	UMBRELLA BASE BLK (2)	993825	03/26/2025		83.56		

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001	LOWE'S	252198	05/20/2025	05/13/2025			1,861.30 (CONTINUED)	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
001-170-577	001-170-577	ORTHENE 120Z FIRE ANT (8)	992263	03/26/2025		98.64		
001-170-577	001-170-577	SPECTRACIDE WSP SPRAY (8)	992263	03/26/2025		32.56		
001-205-559	001-205-559	DW 4PC DRYWALL BIT SET	995759	03/27/2025		6.08		
001-205-559	001-205-559	RTN CR: DRILL BITS (RMV TAX)	995451	03/27/2025		-14.70		
001-205-559	001-205-559	#10 DRILL BIT: 15PC BIT SET	995452	03/27/2025		13.74		
001-205-559	001-205-559	RTN CR: 4PC DRYWALL BIT SET	995766	03/27/2025		-6.08		
001-205-559	001-205-559	#10 DRILL BIT: 15PC BIT SET	995446	03/27/2025		14.70		
001-205-559	001-205-559	DW 4PC DRYWALL BIT SET	995769	03/27/2025		6.08		
001-170-577	001-170-577	1 GAL MP HAND PUMP	977925	03/31/2025		37.00		
001-170-577	001-170-577	ORTHENE 120Z FIRE ANT (10)	981236	04/01/2025		123.30		
001-205-559	001-205-559	KB UTI KNIFE: TUBE CAULK (2)	981257	04/01/2025		31.29		
001-205-559	001-205-559	DW 12" SAW BLADE	980015	04/01/2025		23.73		
001-205-559	001-205-559	6" SS JOINT KNIFE	979821	04/02/2025		17.08		
001-170-503	001-170-503	DW 4PC DRYWALL BIT SET	983117	04/02/2025		5.68		
001-205-559	001-205-559	5GAL BEVERAGE COOLER (5)	984209	04/02/2025		142.40		
001-205-559	001-205-559	RTN CR: 4PC BIT SET (RMV TAX)	983108	04/02/2025		-6.08		
001-161-559	001-161-559	1LB FIRE ANT KILLER	983349	04/02/2025		20.86		
001-170-559	001-170-559	"CAUTION" TAPE:10PK STIR STK	986528	04/03/2025		18.01		
001-170-559	001-170-559	KB 18" DRAIN SPADE	986528	04/03/2025		37.98		
001-161-638	001-161-638	6PK ELEC TAPE:ELEC TAPE ORANGE	993491	04/05/2025		15.16		
001-205-559	001-205-559	18G NARROW CROWN STAPLER	999693	04/07/2025		103.55		
001-205-559	001-205-559	6"SS JOINT KNIFE:12" MUD PAN	999588	04/07/2025		32.26		
001-161-559	001-161-559	GRILL BRUSH: PVC CABLE HIDER	975318	04/09/2025		36.92		
001-170-639	001-170-639	WINDOW SQUEEGEE:FLOOR SQUEEGEE	975411	04/09/2025		44.04		
001-100-635	001-100-635	16" TRACTOR TIRE TUBE	974829	04/09/2025		28.48		
001-100-635	001-100-635	KEY BLANK (26): GPD	977052	04/10/2025		98.28		
001-170-634	001-170-634	EXT DOOR HAND/D-BOLT SET:GPD	977052	04/10/2025		43.68		
001-170-639	001-170-639	1" ML ADPTR(20):GM SPLASHPAD	978875	04/10/2025		258.00		
001-170-559	001-170-559	DW 4" ANGLE GRINDER WHEEL	991329	04/14/2025		20.88		
001-092-635	001-092-635	DW SAFETY GOGGLE	997468	04/16/2025		16.13		
001-170-634	001-170-634	MOTION SENSOR LT SWITCH(2)	999014	04/16/2025		67.42		
001-170-634	001-170-634	10PK HOSE CLAMP(2):GM SPLASHPD	997388	04/16/2025		37.02		
001-170-559	001-170-559	PLUMBERS TAPE(4):GM SPLASHPAD	997388	04/16/2025		5.64		
001-170-635	001-170-635	GRAB TOOL:GLOVES:FLDG EARMUFF	981859	04/21/2025		64.54		
001-170-635	001-170-635	PLUMBING PARTS: RESTRM REPRS	988708	04/23/2025		73.41		
001-170-634	001-170-634	1.5" BALL VLV: GM SPLASHPAD	988708	04/23/2025		11.29		
001-170-635	001-170-635	2" PVC CPLG: GM PARK RESTRM	993092	04/24/2025		5.85		
001-205-559	001-205-559	GROUT SPONGE (2)	991462	04/24/2025		6.26		
001-170-635	001-170-635	TOILET BOLT(2):GM PARK RESTRM	991965	04/24/2025		10.98		
001-161-635	001-161-635	4" RECESSED LIGHT: CFD	991655	04/24/2025		9.48		
001	C SPIRE WIRELESS	252200	05/20/2025	05/13/2025		1,247.16		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
001-001-605	001-001-605	COUNCIL CELL PHONE	0030759348	04/30/2025		49.01		
001-021-605	001-021-605	CITY MGR CELL PHONE	0030759348	04/30/2025		49.01		
001-040-605	001-040-605	ADMIN CELL PHONE	0030759348	04/30/2025		83.49		
001-090-605	001-090-605	BIDG-PLNG CELL PHONES	0030759348	04/30/2025		259.06		
001-090-698	001-090-698	LEAD SERVICE	0030759348	04/30/2025		103.44		
001-094-605	001-094-605	GRANT-PROJ CELL PHONES	0030759348	04/30/2025		147.03		
001-161-605	001-161-605	FIRE CELL PHONES	0030759348	04/30/2025		147.03		
001-170-605	001-170-605	RECREATION CELL PHONES	0030759348	04/30/2025		254.89		

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001	C SPIRE WIRELESS	252200	05/20/2025	05/13/2025			1,247.16 (CONTINUED)	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-605	MAINT CELL PHONES		0030759348	04/30/2025		154.20	
001	JACKSON COUNTY ADULT DETENTION CENTER	252206	05/20/2025	05/13/2025			4,895.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	APR 2025 ADC CHARGES		04302025	05/12/2025		4,895.00	
001	FUELMAN	252207	05/20/2025	05/13/2025			2,746.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP68383343	05/05/2025		35.13	
	001-100-525	UNL FUEL		NP68383343	05/05/2025		1,968.46	
	001-161-525	UNL&DSL FUEL		NP68383343	05/05/2025		446.27	
	001-170-525	UNL FUEL		NP68383343	05/05/2025		265.31	
	001-205-525	UNL FUEL		NP68383343	05/05/2025		30.84	
001	FUELMAN	252209	05/20/2025	05/13/2025			2,359.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP68414197	05/12/2025		144.24	
	001-100-525	UNL FUEL		NP68414197	05/12/2025		1,540.42	
	001-161-525	DSL FUEL		NP68414197	05/12/2025		265.18	
	001-170-525	UNL&DSL FUEL		NP68414197	05/12/2025		360.41	
	001-205-525	DSL FUEL		NP68414197	05/12/2025		49.32	
001	CINTAS CORPORATION	252215	05/20/2025	05/13/2025			624.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	APR 02 2025 MAINT		4225942088	04/02/2025		124.96	
	001-205-535	APR 09 2025 MAINT		4226713075	04/09/2025		124.96	
	001-205-535	APR 16 2025 MAINT		4227459458	04/16/2025		124.96	
	001-205-535	APR 23 2025 MAINT		4228201294	04/23/2025		124.96	
	001-205-535	APR 30 2025 MAINT		4228924073	04/30/2025		124.96	
001	ACE HARDWARE OF OCEAN SPRINGS	252217	05/20/2025	05/14/2025			70.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	280' NYLON LINE (5) : WDEATER		41451477	05/05/2025		70.35	
001	WARREN PAVING INC	252218	05/20/2025	05/14/2025			282.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	3.09 TNS ASPHALT: POTHOLS		106636	05/05/2025		282.74	
001	VULCAN CONSTRUCTION MATERIAL LLC	252219	05/20/2025	05/14/2025			152.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	3.55TN MS610:HGRACE RD CLPSE		3281437	04/29/2025		152.66	
001	HENZE ENTERPRISES INC	252220	05/20/2025	05/14/2025			1,210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	7CY CONC AGG: HGRACE RD CLPSE		250770	05/01/2025		280.00	
	001-201-576	31 CY FILL: HGRACE RD CLPSE		250770	05/01/2025		465.00	
	001-201-576	3 CY FILL: HGRACE RD CLPSE		250770	05/01/2025		45.00	
	001-201-576	10.5CY CONC AGG: HG RD CLPSE		250770	05/01/2025		420.00	

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001	LEE N BOND, CUSTODIAN	252225	05/20/2025	05/14/2025			698.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	TAG RENEWAL (1)	10102024	10/10/2024		16.00		
	001-100-559	CR123 CAMERA BATTERY (12)	10312024	10/31/2024		37.43		
	001-100-638	INSPECTION UNIT 17768	11152024	11/15/2024		80.00		
	001-100-559	MOUNTING TAPE	11182024	11/18/2024		6.93		
	001-100-500	INDEX TABS	11252024	11/25/2024		35.30		
	001-100-559	2"(60)SCREW,ANCHORW/SCREW(10)	12162024	12/16/2024		25.77		
	001-100-535	BOOT REPAIR (D WILLIAMS)	12162024	12/16/2024		15.00		
	001-100-525	REIM FUEL: HALL (A DAVIS)	01032025	01/03/2025		41.36		
	001-100-559	HDMI CABLE	01092025	01/09/2025		18.17		
	001-100-535	SEW PATCHES: JACKET	01202025	01/20/2025		10.00		
	001-100-559	SCREW(124), WOOD GLUE, BRACE(6)	02032025	02/03/2025		20.34		
	001-100-559	TAG RENEWAL (4)	02112025	02/11/2025		64.00		
	001-100-559	SUPPLIES: PAINT	02212025	02/21/2025		30.97		
	001-100-570	KEY FOB BATTERY (6)	02252025	02/25/2025		14.33		
	001-100-535	TAG RENEWAL (1)	02282025	02/28/2025		16.00		
	001-100-559	PANT ALTERATIONS (MCDONALD)	03032025	03/03/2025		37.45		
	001-100-535	SEW PATCHES: SHIRTS	03062025	03/06/2025		20.00		
	001-100-559	D BATTERY 4PK	03112025	03/11/2025		1.76		
	001-100-559	RIN D BATT 4PK; C BATT 4PK	03112025	03/11/2025		1.60		
	001-100-559	TAG RENEWAL (1)	0312025	03/12/2025		14.75		
	001-100-559	TAG RENEWAL (4)	03132025	03/13/2025		59.00		
	001-100-559	PAINT ROLLERS	03202025	03/20/2025		11.75		
	001-100-559	POWER CORD 25', CABLE TIES(15)	04102025	04/10/2025		40.65		
	001-100-535	SEW PATCHES: SHIRTS(10)	04142025	04/14/2025		50.00		
	001-100-535	SEW PATCHES: SHIRTS(4)	05102025	05/10/2025		20.00		
001	LEGAL AND LIABILITY RISK MGMT INST	252226	05/20/2025	05/14/2025		650.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	DEATH INVESTGTN CRS:WARD,B	250544	04/01/2025		325.00		
	001-100-681	DEATH INVESTGTN CRS:ADRISSON	250544	04/01/2025		325.00		
001	APOSTC LAW ENFORCEMENT ACADEMY	252227	05/20/2025	05/14/2025		200.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	FTO COURSE: THOMPSON,S	1792	04/30/2025		100.00		
	001-100-681	FTO COURSE: WILLIAMS,D	1792	04/30/2025		100.00		
001	BLOSSMAN GAS INC	252228	05/20/2025	05/14/2025		253.86		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	88.8 GAL PROPAANE: NFD	31426468	04/22/2025		238.87		
	001-161-630	COMPLIANCE FEE NT	31426468	04/22/2025		14.99		
001	AUTO TRUCK AND TRAILER PARTS INC	252229	05/20/2025	05/14/2025		620.76		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	6907N STARTER: ENG 4	322420	04/24/2025	250855	402.90		
	001-161-638	PRESSURE SENSOR: ENG 1	322531	04/29/2025	250867	217.86		

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001	GOODGAMES INC Account Number 001-170-559	252231	05/20/2025	05/14/2025	Invoice # 110846	Date 05/07/2025	P.O. 250914	42.00 42.00
001	AIR MASTERS MECHANICAL INC Account Number 001-100-635 001-100-635 001-100-635	252232	05/20/2025	05/14/2025	Invoice # SM13179 SM13179 SM13179	Date 05/08/2025 05/08/2025 05/08/2025	P.O. 250828 250828 250828	1,249.16 712.96 675.00 -138.80
001	GULF STATES DISTRIBUTORS Account Number 001-100-587 001-100-587	252233	05/20/2025	05/14/2025	Invoice # 1488037-IN 1488222-IN	Date 05/01/2025 05/05/2025	P.O. 250877 250877	3,665.00 2,450.00 1,215.00
001	BELL AUTO PARTS INC Account Number 001-170-639	252234	05/20/2025	05/14/2025	Invoice # 45722	Date 04/29/2025	P.O. 250856	615.00 615.00
001	GULF HYDRAULICS & PNEUMATICS INC Account Number 001-170-639 001-170-639	252235	05/20/2025	05/14/2025	Invoice # 194082 194082	Date 05/06/2025 05/06/2025	P.O. 250871 250871	204.80 62.30 142.50
001	SHERWIN-WILLIAMS COMPANY Account Number 001-100-635	252236	05/20/2025	05/14/2025	Invoice # 0672-8	Date 05/05/2025	P.O. 250875	30.95 30.95
001	CUSTOM PRODUCTS CORPORATION Account Number 001-201-565 001-201-565	252237	05/20/2025	05/14/2025	Invoice # INV27196 INV27196	Date 05/06/2025 05/06/2025	P.O. 250864 250864	123.79 100.86 22.93
001	AUTOZONE INC Account Number 001-170-639	252240	05/20/2025	05/14/2025	Invoice # 4907783984	Date 04/24/2025	P.O. 250857	269.99 269.99
001	HOME TEAM TIRE & AUTO SERVICE Account Number 001-100-638 001-100-638 001-100-638	252242	05/20/2025	05/14/2025	Invoice # 500272 500272 500272	Date 04/23/2025 04/23/2025 04/23/2025	P.O. 250839 250839 250839	658.55 479.56 89.00 89.99
001	SUN HERALD ADVERTISING Account Number 001-090-615 001-090-615 001-090-615 001-090-615 001-090-615	252245	05/20/2025	05/14/2025	Invoice # 298602 298602 298602 298602 298602	Date 04/30/2025 04/30/2025 04/30/2025 04/30/2025 04/30/2025	P.O. 250822 250822 250822 250822 250822	260.70 52.11 52.27 53.23 50.66 52.43

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001	RIDDELL BROS INC Account Number 001-170-520	252246	05/20/2025	05/14/2025	Invoice # 23084244	Date 05/08/2025	P.O. 250942	2,550.00 2,550.00
001	RUSSOM'S REDSTONE INC Account Number 001-100-570	252247	05/20/2025	05/14/2025	Invoice # 252929	Date 05/06/2025	P.O. 250826	105.38 123.98 -18.60
001	STAPLES BUSINESS ADVANTAGE DEPT Account Number 001-100-500	252248	05/20/2025	05/14/2025	Invoice # 6031069860	Date 05/01/2025	P.O. 250882	752.88 102.24 12.58 203.58 7.56 2.77 40.29 40.39 342.87
001	EMERGENCY EQUIPMENT PROFESSIONALS INC Account Number 001-161-638	252251	05/20/2025	05/14/2025	Invoice # 514709	Date 04/24/2025	P.O. 250849	1,950.43 1,850.00 10.80 12.78 250849 21.85 55.00
001	ANIMAL CARE EQUIPMENT & SERVICES LLC Account Number 001-100-689	252252	05/20/2025	05/14/2025	Invoice # 133784	Date 05/01/2025	P.O. 250879	175.95 122.00 53.95
001	SPORTABOUT Account Number 001-170-503	252253	05/20/2025	05/14/2025	Invoice # 12154	Date 05/13/2025	P.O. 250927	465.50 434.00 31.50
001	GRAFIX SHOPPE Account Number 001-100-559	252254	05/20/2025	05/14/2025	Invoice # 163835	Date 05/01/2025	P.O. 250829	118.00 90.00 28.00
001	INDUSTRIAL PLASTIC VALVES COMPANY Account Number 001-170-634	252255	05/20/2025	05/14/2025	Invoice # 25-26490	Date 05/05/2025	P.O. 250833	560.82 160.80 381.24 18.78

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001	AMAZON CAPITAL SERVICE							
	Account Number	252256	05/20/2025	05/14/2025			424.64	
	001-090-500	MINUTE BOOK PAPER 100CT (2)			Invoice #	Date		
	001-161-559	11PC CERAMIC POT SET: WPD			1HMF61YCG	05/02/2025	250874	188.68
	001-100-559	VERBATIM DVD+R DISC 25CT			1CKFDVFWY	05/03/2025	250922	74.99
	001-100-559	MANILA FILE FOLDER 200CT			11TKMMVWVW	05/05/2025	250881	52.29
	001-100-559	VERBATIM BD-R DISC 50PK (3)			11TKMMVWVW	05/05/2025	250881	24.88
	001-100-559						250881	83.80
001	OCCUPATIONAL HEALTH CENTER INC						220.00	
	Account Number	252259	05/20/2025	05/14/2025				
	001-022-604	PRE-EMP PHYS: MENDENHALL			Invoice #	Date		
	001-022-604	QUICK DRUG SCRIN: MENDENHALL			396217	05/02/2025	250818	75.00
	001-022-604	PRE-EMP PHYSICAL: CASEY, W			396217	05/02/2025	250818	35.00
	001-022-604	QUICK DRUG SCRIN: CASEY, W			396217	05/02/2025	250838	75.00
	001-022-604						250838	35.00
001	PNEU-DART INC						140.81	
	Account Number	252260	05/20/2025	05/14/2025				
	001-100-689	DESCRIPTION			Invoice #	Date		
	001-100-689	TYPE P 2CC 1" 14G NEEDLE (5)			415261	05/02/2025	250876	118.50
	001-100-689	SHIPPING			415261	05/02/2025	250876	22.31
001	COG 7M BOND ACCT						314,184.47	
	Account Number	252264	05/20/2025	05/16/2025				
	001-000-104	TR MDOT WIRE: FUND 130			Invoice #	Date		
					05162025	05/16/2025		314,184.47
001	DELTA COMPUTER SYSTEMS INC						690.00	
	Account Number	252265	05/20/2025	05/16/2025				
	001-092-606	DESCRIPTION			Invoice #	Date		
	001-092-606	JUN 2025 ACCT SOFTWARE MAINT			DHLMN17773	05/15/2025		490.00
	001-092-606	JUN 2025 PRIV LIC SW MAINT			DHLMN17774	05/15/2025		200.00
001	ARNELL FINKLEA						60.00	
	Account Number	252275	05/20/2025	05/16/2025				
	001-170-503	DESCRIPTION			Invoice #	Date		
		UMPIRE 1.5: 04/24/2025			108108	05/07/2025		60.00
001	MASON CRAMER						180.00	
	Account Number	252276	05/20/2025	05/16/2025				
	001-170-503	DESCRIPTION			Invoice #	Date		
	001-170-503	UMPIRE (1.5): 04/22/25			106106	05/07/2025		60.00
	001-170-503	UMPIRE (1.5): 04/24/25			106106	05/07/2025		60.00
	001-170-503	UMPIRE (1.5): 05/01/25			106106	05/07/2025		60.00
001	TYLER MAXWELL						140.00	
	Account Number	252277	05/20/2025	05/16/2025				
	001-170-503	DESCRIPTION			Invoice #	Date		
	001-170-503	UMPIRE (1.5): 5/01/25			111111	05/07/2025		60.00
	001-170-503	UMPIRE (2): 5/06/25			111111	05/07/2025		80.00
001	JACOB COWART						120.00	
	Account Number	252278	05/20/2025	05/16/2025				
	001-170-503	DESCRIPTION			Invoice #	Date		
	001-170-503	UMPIRE (1.5): 4/24/25			109109	05/07/2025		60.00
	001-170-503	UMPIRE (1.5): 5/01/25			109109	05/07/2025		60.00
FUND TOTAL	1 Claims	to	Checks	87 Total	400,602.06 Manual	Held	Total	400,602.06

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004	COASTAL FIRE AND SAFETY LLC	252163	05/20/2025	05/12/2025			165.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	F-EXT SERV BASE CHG: SOUND		36614	05/06/2025		25.00	
	004-510-699	FIRE EXT FE INSP (3)		36614	05/06/2025		10.50	
	004-510-559	NEW FIRE EXT ABC 5# (2)		36614	05/06/2025		130.00	
004	TERESA L MONTGOMERY	252171	05/20/2025	05/12/2025			156.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	REIM: LAMP(8) ; MIRROR(4)		05052025	05/12/2025		156.31	
004	FLOCK SAFETY	252187	05/20/2025	05/12/2025			6,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	FLOCK SFTY FALCON ANNUAL FEE		INV-63969	05/06/2025		6,000.00	
004	SINGING RIVER ELECTRIC COOPERATIVE	252196	05/20/2025	05/12/2025			1,498.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	AMPHITHEATER 118241002		05012025	05/07/2025		1,498.99	
004	LOWE'S	252212	05/20/2025	05/13/2025			110.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-586	7PK RAGS; CAULK (3)		972440	04/08/2025		36.97	
	004-510-586	100" ORG SAFETY FENCE (2)		995620	04/15/2025		73.48	
004	RIDGDELL BROS INC	252216	05/20/2025	05/13/2025			1,315.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-680	CORE AERATION APPLICATION		23084240	05/05/2025		1,315.00	
FUND TOTAL	4 Claims	to	Checks	6 Total	9,246.25	Manual	Held	Total 9,246.25

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130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	252223	05/20/2025	05/14/2025	Invoice #	Date	241,434.49	
				30		P.O.	Amount	
						05/12/2025	241,434.49	
FUND TOTAL 130 Claims	to	Checks	1 Total		241,434.49	Manual	Held	Total 241,434.49

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		Trans #	Release Date	Claim Date	Claim Number		
156	ELAN FINANCIAL SERVICES Account Number 156-100-799	252191	05/20/2025	05/12/2025		550.00	
		DESCRIPTION FRAME PD COMPOSITE PHOTO		Invoice # 04292025	Date 04/30/2025	P.O. Amount	550.00
156	C SPIRE WIRELESS Account Number 156-100-606	252211	05/20/2025	05/13/2025		896.48	
		DESCRIPTION MODEM PLAN (26) APR 2025		Invoice # 04032025	Date 05/02/2025	P.O. Amount	896.48
156	RAY ALLEN MANUFACTURING LLC Account Number 156-100-799	252239	05/20/2025	05/14/2025		214.99	
		DESCRIPTION DC280C DOGTRA ELECTRIC COLLAR		Invoice # RINV432504	Date 04/28/2025	P.O. 250757	214.99
FUND TOTAL	156 Claims	3 Total		1,661.47	Manual	Held	Total 1,661.47

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176	A-1 TREE SERVICE INC Account Number 176-170-699	252136	05/20/2025	05/08/2025	Invoice # 05022025	Date 05/02/2025	1,800.00 Amount	1,800.00
176	SPARKLIGHT Account Number 176-170-699	252162	05/20/2025	05/12/2025	Invoice # 04232025	Date 04/23/2025	126.70 Amount	126.70
176	COASTAL FIRE AND SAFETY LLC Account Number 176-170-639	252164	05/20/2025	05/12/2025	Invoice # 36614	Date 05/06/2025	32.00 Amount	25.00 7.00
176	SINGING RIVER ELECTRIC COOPERATIVE Account Number 176-170-631	252195	05/20/2025	05/12/2025	Invoice # 04192025	Date 04/25/2025	2,359.63 Amount	55.32 1,984.40 30.00 289.91
176	LOWE'S Account Number 176-170-586	252201	05/20/2025	05/13/2025	Invoice # 999686	Date 04/07/2025	33.50 Amount	11.67 21.83
176	C SPIRE WIRELESS Account Number 176-170-605	252202	05/20/2025	05/13/2025	Invoice # 0030755348	Date 04/30/2025	53.18 Amount	53.18
176	STAPLES BUSINESS ADVANTAGE DEPT Account Number 176-170-559	252249	05/20/2025	05/14/2025	Invoice # 6030378948	Date 04/26/2025	52.99 Amount	24.10 28.89
176	AD2 INC Account Number 176-170-699	252262	05/20/2025	05/15/2025	Invoice # 4156	Date 05/15/2025	702.20 Amount	52.20 300.00 350.00
FUND TOTAL	176 Claims	to	Checks	8 Total	5,160.20	Manual	Held	Total 5,160.20

Docket of Claims
Release date from 05/20/2025 thru 05/20/2025

[illegible]

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	LOWE'S							
	Account Number 305-300-720							
	Description 36" PREHUNG INT DOOR (9)	252213	05/20/2025	05/13/2025			1,171.35	
				Invoice # 989821	Date 03/25/2025	P.O.		
							1,171.35	
								1,171.35
FUND TOTAL	305 Claims	to	Checks	1 Total	1,171.35	Manual		
							Held	
							Total	1,171.35

305 LOWE'S

Account Number
305-300-720

202210 09/20/2	Description
	36" PREHUNG INT DOOR (9)

Invoice 989821

Date P.O.
3/25/2025

Amount

1,171.35

1

FUND TOTAL 305 Claims

CO

Checks

1 Total

1,171.35 Manual

Held

Total

1,171.35

Release date from 05/20/2025 thru 05/20/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	ALLRED STOLARSKI ARCHITECTS PA Account Number 309-510-762	252263	05/20/2025	05/15/2025	Invoice # 202173-05	Date 05/06/2025	115,716.36 Amount	
FUND TOTAL 309 Claims		to	Checks	1 Total	115,716.36	Manual	Held	Total 115,716.36

Docket of Claims
Released from 05/30/2025 thru 05/30/2025

[illegible]

Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
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Approved/Disapproved

310 LOWE'S

252214 05/20/2025 05/13/2025

1,642.65
Amount

Description	Invoice #	Date	P.O.	Amount
2-4-8 STUD (15) : AF INTERIOR	990320	03/25/2025		49.20
PLUMBING SUPLS: AF INTERIOR	990765	03/25/2025		61.17
PLUMBING SUPLS: AF INTERIOR	989837	03/25/2025		137.77
12PK 6" RECESSED LIGHTS (2)	993158	03/26/2025		322.96
LIGHTED EXIT SIGN (2)	993158	03/26/2025		113.96
2-4-8 STUD (12) : AF INTERIOR	980470	04/01/2025		49.68
4X8 DRYWALL PANEL (6) : AF INT	980470	04/01/2025		86.52
90D CORNER BEAD (8) : AF INT	979814	04/01/2025		58.32
REBAR PINS:STAKES:GRADE WORK	983192	04/02/2025		53.06
PLUMBING SUPLS: AF INTERIOR	987605	04/03/2025		15.66
PLUMBING SUPLS: AF INTERIOR	987422	04/03/2025		354.14
7" MDF MOLDING (24) : AF INT	971292	04/03/2025		160.80
90D CORNER BEAD : AF INTERIOR	975178	04/09/2025		7.29
INSTALL SUPLS: AF INTERIOR	999003	04/16/2025		108.08
JOINT COMPOUND : AF INTERIOR	998189	04/16/2025		11.12
CONST ADHESIVE (2) : AF INT	998693	04/16/2025		18.02
JOINT COMP: CLEANER: AF INT	972473	04/17/2025		9.01
PK 80LB CONC MIX (2) : AF INT	985720	04/22/2025		15.85
	988797	04/23/2025		10.08

FUND TOTAL 310 Claims

Checks	1 Total	1,642.65 Manual
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Helv

Total

1.642 65

Docket of Claims
Release date from 05/20/2025 thru 05/20/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	H2O INNOVATION OPERATION & MAINTENANCE Account Number 400-650-672	252130	05/20/2025	05/08/2025			183,082.50	
	Description APR 2025 MAINT OPS	Invoice # 2025-04	Date 04/30/2025	P.O.			183,082.50	
400	ARISTA INFORMATION SYSTEMS INC Account Number 400-650-698	252137	05/20/2025	05/08/2025			4,906.74	
	Description APR 2025 PRINTING 2067001	Invoice # 0011916	Date 04/30/2025	P.O.			1,133.75	
	APR 2025 POSTAGE 2067001	0011916	04/30/2025				3,772.99	
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	252138	05/20/2025	05/08/2025			384,330.06	
	Description MAR 2025 GARBAGE PMTS	Invoice # 04302025	Date 03/31/2025	P.O.			193,495.82	
	APR 2025 GARBAGE PMTS	04302025	04/30/2025				190,834.24	
400	COASTAL FIRE AND SAFETY LLC Account Number 400-650-639	252165	05/20/2025	05/12/2025			73.50	
	Description F-EXT SERV BASE CHG: UTY BLD	Invoice # 36614	Date 05/06/2025	P.O.			25.00	
	FIRE EXT FE INSP (7)	36614	05/06/2025				24.50	
	FIRE EXT ABC 2.5# RECHG (2)	36614	05/06/2025				24.00	
400	RJ YOUNG COMPANY LLC Account Number 400-650-698	252169	05/20/2025	05/12/2025			225.00	
	Description UNTL-J9T500-01 RENTAL FEE	Invoice # INV7492504	Date 05/05/2025	P.O.			225.00	
400	RAMONA MORGAN Account Number 400-650-681	252174	05/20/2025	05/12/2025			140.45	
	Description PER DIEM REIM:HURRICANE CONF	Invoice # 04142025	Date 04/14/2025	P.O.			140.45	
400	SHERRY FARABEE, CUSTODIAN PETTY CASH Account Number 400-650-559	252179	05/20/2025	05/12/2025			54.52	
	Description CALCULATOR RIBBON:KIM	Invoice # 10182024	Date 10/18/2024	P.O.			7.99	
	PW TAG (2)	11222024	11/25/2025				20.00	
	PW SCREWDRIVER	02062025	02/06/2025				2.53	
	PW TAGS(2)	02132025	02/13/2025				24.00	
400	LOWE'S Account Number 400-650-559	252203	05/20/2025	05/13/2025			588.88	
	Description MARKING PAINT BLUE (4)	Invoice # 989947	Date 03/25/2025	P.O.			37.92	
	11LB FIRE ANT KILLER (3)	989947	03/25/2025				31.29	
	ORTHENE 12OZ FIRE ANT(2)	983781	04/02/2025				24.66	
	SPEC 10LB FIRE ANT (2)	983781	04/02/2025				32.26	
	6'WHIP KIT:SCREW(10): DUBARRY	989857	04/04/2025				43.48	
	OK 20LB HYD CEMENT (2)	971067	04/08/2025				50.32	
	4" PVC DWV CPLG (2)	973909	04/09/2025				28.28	
	6" PVC S&D TEE	991683	04/14/2025				22.12	
	OK 20LB HYD CEMENT (3)	995521	04/15/2025				75.48	
	8X16 CONCRETE BLOCK (3)	995521	04/15/2025				6.21	
	OK 20LB HYD CEMENT (5)	988679	04/23/2025				125.80	
	VAR S40 PVC PIPING (RTND)	990269	04/23/2025				77.85	
	PVC DWV CPLG (6): MERIDA	988512	04/23/2025				69.06	

Docket of Claims
Release date from 05/20/2025 thru 05/20/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S	252203	05/20/2025	05/13/2025			588.88 (CONTINUED)	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	DW 4.5" CUTOFF WHEEL (2)	988454	04/23/2025		8.52		
	400-651-584	S40 PVC CONDUIT(2);LOCKNUT (3)	991576	04/24/2025		33.48		
	400-651-584	RTN CR: VAR S40 PVC PIPING	991533	04/24/2025		-77.85		
400	C SPIRE WIRELESS	252204	05/20/2025	05/13/2025		200.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	CELL PHONES (4)	0030759348	04/30/2025		200.00		
400	SINGING RIVER ELECTRIC COOPERATIVE	252205	05/20/2025	05/13/2025		1,266.48		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STNS 17884	04212025	04/28/2025		1,266.48		
400	FUELMAN	252208	05/20/2025	05/13/2025		229.95		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP68383343	05/05/2025		229.95		
400	FUELMAN	252210	05/20/2025	05/13/2025		141.86		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP68414197	05/12/2025		141.86		
400	HENZE ENTERPRISES INC	252221	05/20/2025	05/14/2025		3,507.50		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	7CY FILL: KINGSLA	250770	05/01/2025		105.00		
	400-651-585	3.5CY RAP: WTR SEACLIFFE	250770	05/01/2025		140.00		
	400-651-585	10CY FILL: WTR BEASLEY	250770	05/01/2025		150.00		
	400-651-585	7CY CONC AGG: WTR BEASLEY	250770	05/01/2025		280.00		
	400-651-585	11CY FILL: SWR SOUTHERN	250770	05/01/2025		165.00		
	400-651-585	7CY CONC AGG: SWR SOUTHERN	250770	05/01/2025		280.00		
	400-651-683	3.5CY FILL: SWR FERRY POINT	250770	05/01/2025		105.00		
	400-651-683	33CY FILL: KINGSLA	250770	05/01/2025		52.50		
	400-651-683	18CY FILL: KINGSLA	250770	05/01/2025		495.00		
	400-651-585	1CY FILL: SWR BARRACUDA	250770	05/01/2025		270.00		
	400-651-683	18CY TOPSOIL: KINGSLA	250770	05/01/2025		15.00		
	400-651-683	1CY FILL: RAINTRREE	250770	05/01/2025		360.00		
	400-651-683	1CY FILL: FORDHAM	250770	05/01/2025		15.00		
	400-651-683	5CY CONC AGG: LAUREL GLEN	250770	05/01/2025		200.00		
	400-651-683	22CY FILL: LAUREL GLEN	250770	05/01/2025		330.00		
	400-651-585	2CY TOPSOIL: WTR VALLEYWOOD	250770	05/01/2025		40.00		
	400-651-683	14CY TOPSOIL: LEWIS GATE	250770	05/01/2025		280.00		
	400-651-683	14CY FILL: LEWIS GATE	250770	05/01/2025		210.00		
400	COGENT STRATEGIES LLC	252222	05/20/2025	05/14/2025		8,971.42		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-601	PROF FEES: 05/06/25-06/05/25	3877	05/14/2025		7,500.00		
	400-650-601	TRAVEL / PER DIEM REIM	3877	05/14/2025		1,410.82		
	400-650-601	TAXI CABS/UBERS - LOCAL	3877	05/14/2025		60.60		

Docket of Claims
Release date from 05/20/2025 thru 05/20/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC Account Number 400-651-698	252224	05/20/2025	05/14/2025	Invoice # 2505240186	Date 05/14/2025	P.O. 70.00	70.00
400	AUTO TRUCK AND TRAILER PARTS INC Account Number 400-651-584	252230	05/20/2025	05/14/2025	Invoice # 322109	Date 04/11/2025	P.O. 250812	54.60
400	SOUTHERN PIPE & SUPPLY CO INC Account Number 400-651-709	252238	05/20/2025	05/14/2025	Invoice # 802929-00	Date 04/25/2025	P.O. 250853	5,730.12
400	CONSOLIDATED PIPE & SUPPLY Account Number 400-651-583	252241	05/20/2025	05/14/2025	Invoice # MS0379618	Date 05/07/2025	P.O. 250841	3,664.00
400	CENTRAL PIPE SUPPLY-JACKSON Account Number 400-651-583	252243	05/20/2025	05/14/2025	Invoice # 410667.001	Date 04/29/2025	P.O. 250866	2,874.60
400	O'REILLY AUTO PARTS Account Number 400-650-638	252244	05/20/2025	05/14/2025	Invoice # 1978365253	Date 04/10/2025	P.O. 250811	169.35
400	CITY ELECTRIC SUPPLY CO Account Number 400-651-584	252250	05/20/2025	05/14/2025	Invoice # PAS/101839	Date 04/28/2025	P.O. 250860	1,378.35

Release date from 05/20/2025 thru 05/20/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	252250	05/20/2025	05/14/2025			1,378.35	(CONTINUED)
	Account Number				Invoice #	Date	P.O.	
	400-651-584				PAS/101868	04/29/2025	250916	72.00
	400-651-584				PAS/101868	04/29/2025	250916	10.75
400	AGJ SYSTEMS & NETWORKS INC	252257	05/20/2025	05/14/2025			1,294.42	
	Account Number				Invoice #	Date	P.O.	
	400-650-704				121276	03/05/2025	250632	1,294.42
400	MISSION COMMUNICATIONS LLC	252258	05/20/2025	05/14/2025			1,567.94	
	Account Number				Invoice #	Date	P.O.	
	400-651-581				2007632	05/02/2025	250842	1,450.00
	400-651-581				2007632	05/02/2025	250842	105.00
	400-651-581				2007632	05/02/2025	250842	12.94
400	J H WRIGHT & ASSOCIATES INC	252261	05/20/2025	05/14/2025			216.00	
	Account Number				Invoice #	Date	P.O.	
	400-651-584				468991	04/22/2025	250755	161.00
	400-651-584				469255	04/30/2025	250781	55.00
FUND TOTAL 400	Claims	to	Checks	24 Total	604,738.24	Manual	Held	Total 604,738.24

Docket of Claims
Release date from 05/20/2025 thru 05/20/2025

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	87 Total	400,602.06 Manual	Held	Total	400,602.06
FUND 4 Claims	to	Checks	6 Total	9,246.25 Manual	Held	Total	9,246.25
FUND 130 Claims	to	Checks	1 Total	241,434.49 Manual	Held	Total	241,434.49
FUND 156 Claims	to	Checks	3 Total	1,661.47 Manual	Held	Total	1,661.47
FUND 176 Claims	to	Checks	8 Total	5,160.20 Manual	Held	Total	5,160.20
FUND 305 Claims	to	Checks	1 Total	1,171.35 Manual	Held	Total	1,171.35
FUND 309 Claims	to	Checks	1 Total	115,716.36 Manual	Held	Total	115,716.36
FUND 310 Claims	to	Checks	1 Total	1,642.65 Manual	Held	Total	1,642.65
FUND 400 Claims	to	Checks	24 Total	604,738.24 Manual	Held	Total	604,738.24
Total for all Funds		Checks	132 Total	1,381,373.07 Manual	Held	Total	1,381,373.07

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

May 20, 2025

Title:

**Approval of Minutes from the Regular Council Meeting
held May 6, 2025**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Regular Council Meeting held May 6, 2025

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 Regular Council Meeting held May 6, 2025 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 May 20, 2025.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

May 20, 2025
Receive March 2025 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive March 2025 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 March 2025 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 May 20, 2025.

MAR 2025 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,093,031.15
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,372,878.96
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$302,008.97
Amphitheater Venue	Depository Account	004-000-001	\$130,653.71
MDAH School House Grant	Depository Account	030-000-001	\$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$129,742.79
U S Justice Equitable Sharing	Depository Account	157-000-001	\$123,034.10
Fire Protection Fund	Depository Account	160-000-001	\$275,317.09
Tidelands Grant	Depository Account	171-000-001	\$30,284.69
Library Support Fund	Depository Account	172-000-001	\$18,752.25
Fairway Boat Launch	Depository Account	173-000-001	(\$11,827.50)
Shepard State Park Fund	Depository Account	176-000-001	\$103,568.60
USDA NRCS EWP Program	Depository Account	300-000-001	(\$86,924.93)
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	(\$398,511.55)
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$8,102,435.76
General Depository Reconciled Cash Balance			\$8,102,485.76

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	\$28,428.00
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	\$11,827.50
Hickory Hill Sewer Rehab/SS Lines	Enterprise Account	363-000-002	(\$7,000.00)
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	\$0.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$5,531,865.20
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	\$98,224.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$5,663,356.95
Enterprise Reconciled Cash Balance			\$5,659,599.46

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$6,238.08
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$81,800.26
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$376,236.50
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$734,589.31
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$72,025.59
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$72,024.84
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$21,092.94
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	\$5,014.12
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	\$300,847.38
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	\$535,104.63
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$12,946.32
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$474.57
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	\$1,510,691.24
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	\$1,537,179.68
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,041,560.59
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$861,588.50
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	\$1,306,569.10
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	\$1,492,652.16
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	\$264,994.59
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	\$3,202,692.23
SB2468 Water Meter Imps	Restricted Fund	422-000-001	\$1,510,691.24
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$261,149.25
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$1,006,027.24
Total Bond & Restricted Reconciled Cash Balances			\$17,214,190.36

MAR 2025
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2025	MAR 2025	Balance	50.00% % to date
General Fund Revenues	12,104,430.00	6,987,817.87	5,116,612.13	57.7%
Expenditures:				
001 Legislative	246,854.00	123,867.80	122,986.20	50.1%
010 City Court	484,096.00	209,020.79	275,075.21	43.1%
021 City Manager	147,300.00	76,508.33	70,791.67	51.9%
022 Human Resources	76,701.00	34,795.45	41,905.55	45.3%
030 Elections	60,000.00	3,137.61	56,862.39	5.2%
040 City Clerk	500,258.00	228,771.18	271,486.82	45.7%
060 City Attorney	150,000.00	68,011.00	81,989.00	45.3%
090 Economic Dev - Planning	522,794.00	231,252.47	291,541.53	44.2%
092 Building & General Expenses	1,279,074.00	915,830.25	363,243.75	71.6%
094 Grants & Project Admin	240,376.00	112,784.64	127,591.36	46.9%
100 Police	4,266,897.00	1,803,912.78	2,462,984.22	42.2%
161 Fire	3,119,334.00	1,478,583.28	1,640,750.72	47.4%
170 Recreation	814,080.00	347,676.35	466,403.65	42.7%
201 PW: Streets	675,100.00	224,492.27	450,607.73	33.2%
205 PW: Maintenance	380,505.00	166,267.31	214,237.69	43.6%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	767,100.00	258,271.75	508,828.25	33.6%
General Fund Expenditures	13,817,923.00	6,370,636.81	7,447,286.19	46.1%
<i>Total Operating Expenditures</i>	12,561,488.00	5,893,689.79	6,667,798.21	
<i>Total Capital Outlay Expenditures</i>	265,670.00	131,221.72	134,448.28	
<i>Total Debt Service</i>	223,665.00	87,453.55	136,211.45	
<i>Total Transfers Out</i>	767,100.00	258,271.75	508,828.25	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	13,817,923.00	6,370,636.81	7,447,286.19	
<i>Personnel</i>	9,025,316.00	4,250,823.81	4,774,492.19	
<i>Supplies</i>	708,150.00	204,936.53	503,213.47	
<i>Other Services</i>	2,828,022.00	1,437,929.45	1,390,092.55	
<i>Capital Outlay</i>	265,670.00	131,221.72	134,448.28	
<i>Debt Service</i>	223,665.00	87,453.55	136,211.45	
<i>Interfund Transfers for DS</i>	767,100.00	258,271.75	508,828.25	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	13,817,923.00	6,370,636.81	7,447,286.19	

**MAR 2025
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2025	MAR 2025	Balance	50.0% % to date
002 HB1 Modernization Funds				
Revenues	1,223,294.00	611,257.25	612,036.75	49.9%
Expenditures	2,824,915.71	840,000.00	1,984,915.71	29.7%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	3,197,457.79	2,036,130.32	1,161,327.47	63.6%
Expenditures	4,064,396.11	2,689,743.27	1,374,652.84	66.1%
004 Amphitheater Venue Fund				
Revenues	600,000.00	214,136.50	385,863.50	35.6%
Expenditures	609,590.00	108,277.63	501,312.37	17.7%
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	4,747,254.72	711,312.84	4,035,941.88	14.9%
Expenditures	5,574,100.19	1,529,166.62	4,044,933.57	27.4%
156 SE MS METRO TASK FORCE				
Revenues	82,053.22	82,053.22	0.00	100.0%
Expenditures	207,053.22	82,087.03	124,966.19	39.6%
157 US Justice Equitable Sharing				
Revenues	26,447.22	53,281.77	(26,834.55)	201.4%
Expenditures	91,932.17	12,071.67	79,860.50	13.1%
160 Fire Protection Fund				
Revenues	186,000.00		186,000.00	
Expenditures	216,550.00	60,676.00	155,874.00	28.0%
171 Combined Tidelands Grant				
Revenues	755,176.84	114,949.97	640,226.87	15.2%
Expenditures	750,551.47	74,800.00	675,751.47	9.9%
172 Library Support Fund				
Revenues	127,913.00	103,812.84	24,100.16	81.1%
Expenditures	127,913.00	85,060.59	42,852.41	66.4%
173 Fairway Boat Launch - Tidelands				
Revenues	487,125.00	29,612.50	457,512.50	6.0%
Expenditures	487,125.00	31,540.00	455,585.00	6.4%
175 MSTIG REC TRAIL MAINT GRANT				
Revenues	410,000.00		410,000.00	
Expenditures	410,000.00		410,000.00	

**MAR 2025
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2025	MAR 2025	Balance	50.0% % to date
176 Shepard State Park				
Revenues	198,050.00	154,984.19	43,065.81	78.2%
Expenditures	221,463.00	89,137.53	132,325.47	40.2%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	2,046.34	(2,046.34)	
Expenditures	218,309.63	63,972.46	154,337.17	29.3%
250 2018 W&S Bond Debt Service				
Revenues	289,850.00	146,268.96	143,581.04	50.4%
Expenditures	284,306.26	57,153.13	227,153.13	20.1%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,560.00	15,314.90	(3,754.90)	132.4%
Expenditures	1,450.00		1,450.00	
252 2019 W&S Bond Debt Service				
Revenues	386,600.00	194,162.95	192,437.05	50.2%
Expenditures	381,250.00	312,650.00	68,600.00	82.0%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,900.00	16,879.27	(4,979.27)	141.8%
Expenditures	2,000.00		2,000.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	297,792.00	231,617.60	66,174.40	77.7%
Expenditures	297,731.26	231,212.24	66,519.02	77.6%
255 S2020 Refnd GO Bond Debt Service				
Revenues	469,367.50	22,058.75	447,308.75	4.6%
Expenditures	469,367.50	22,058.75	447,308.75	4.6%
256 S2023 GO Note Debt Service				
Revenues	374,314.00	374,313.50	0.50	99.9%
Expenditures	374,314.00	345,885.50	28,428.50	92.4%
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	0.00	5,014.12	(5,014.12)	
Expenditures	0.00		0.00	
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	0.00	300,847.38	(300,847.38)	
Expenditures	0.00		0.00	
259 5.3M Uty Rev Bond DS Reserve				
Revenues	0.00	535,104.63	(535,104.63)	
Expenditures	0.00		0.00	

MAR 2025
YEAR TO DATE TOTALS

Special Funds

	BUDGET FY 2025	MAR 2025	Balance	50.0% % to date
300 USDA-NRCS EWP				
Revenues	104,362.50		104,362.50	
Expenditures	138,500.00	121,620.00	16,880.00	87.8%
304 Town Commons Park Project				
Revenues	2,649.50	6.40	2,643.10	0.2%
Expenditures	2,649.50	2,649.50	0.00	100.0%
305 S2019 MPI GO Bond Construction Fund				
Revenues	50.00	670.11	(620.11)	1340.2%
Expenditures	20,788.44	582.33	20,206.11	2.8%
309 Town Center: MS Songwriters PA Center				
Revenues	1,510,000.00	1,573,316.22	(63,316.22)	104.1%
Expenditures	5,878,847.01		5,878,847.01	
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	2,004,000.00	2,024,040.15	(20,040.15)	101.0%
Expenditures	2,004,000.00	717,471.05	1,286,528.95	35.8%
311 Hickory Hill "Lark" Park				
Revenues	1,501,000.00	1,510,652.16	(9,652.16)	100.6%
Expenditures	1,501,000.00	18,000.00	1,483,000.00	1.1%
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	2,188,791.88	2,160,767.38	28,024.50	98.7%
Expenditures	2,454,045.03	2,161,083.00	292,962.03	88.0%
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	5,444,656.00	5,447,942.23	(3,286.23)	100.0%
Expenditures	5,444,656.00	2,245,250.00	3,199,406.00	41.2%
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	2,872,391.00	112,650.00	2,759,741.00	3.9%
Expenditures	2,831,331.00	92,120.00	2,739,211.00	3.2%

**MAR 2025
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2025	MAR 2025	Balance	50.0% % to date
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	3,071,150.00		3,071,150.00	
Expenditures	3,071,150.00	7,000.00	3,064,150.00	0.2%
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	10,995.00	98,224.25	10.0%
404 Solid Waste Fund				
Revenues	2,343,600.00	447,055.48	1,896,544.52	19.0%
Expenditures	2,378,275.00	956,586.37	1,421,688.63	40.2%
422 Water Meter Replacement				
Revenues	1,500,500.00	1,510,691.24	(10,191.24)	100.6%
Expenditures	1,500,500.00		1,500,500.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	800.00	3,683.16	(2,883.16)	460.3%
Expenditures	0.00		0.00	

**MAR 2025
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2025	MAR 2025	Balance	50.00% % to date
Utility Fund Revenues	10,990,600.00	5,865,853.06	5,124,746.94	53.3%
Administration	3,423,689.00	1,437,646.79	1,986,042.21	41.9%
Water & Sewer O & M	4,269,932.00	1,868,161.23	2,401,770.77	43.7%
Debt Service	1,028,741.00	426,942.53	601,798.47	41.5%
Transfers	2,166,314.00	730,313.50	1,436,000.50	33.7%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	11,088,676.00	4,463,064.05	6,625,611.95	40.2%
<i>Total Operating Expenditures</i>	<i>7,509,621.00</i>	<i>3,274,011.16</i>	<i>4,235,609.84</i>	
<i>Total Capital Outlay Expenditures</i>	<i>184,000.00</i>	<i>31,796.86</i>	<i>152,203.14</i>	
<i>Total Debt Service</i>	<i>1,028,741.00</i>	<i>426,942.53</i>	<i>601,798.47</i>	
<i>Total Interfund Transfers</i>	<i>2,166,314.00</i>	<i>730,313.50</i>	<i>1,436,000.50</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>4,463,064.05</i>	<i>6,625,611.95</i>	
 <i>Personnel</i>	 <i>597,368.00</i>	 <i>287,597.89</i>	 <i>309,770.11</i>	
<i>Supplies</i>	<i>376,000.00</i>	<i>119,650.13</i>	<i>256,349.87</i>	
<i>Other Services</i>	<i>6,536,253.00</i>	<i>2,866,763.14</i>	<i>3,669,489.86</i>	
<i>Capital Outlay</i>	<i>184,000.00</i>	<i>31,796.86</i>	<i>152,203.14</i>	
<i>Debt Service</i>	<i>1,028,741.00</i>	<i>426,942.53</i>	<i>601,798.47</i>	
<i>Interfund Transfers</i>	<i>2,166,314.00</i>	<i>730,313.50</i>	<i>1,436,000.50</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>4,463,064.05</i>	<i>6,625,611.95</i>	

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

Council Meeting:
Title:

May 20, 2025
Receive March and April 2025 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive March and April 2025 Privilege License Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

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 March and April 2025 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 20, 2025.

City of Gautier				
Business Registry				
Mar-25				
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1824	2026-03-0009029	Coastal Harmony	\$20.00	Current
186	2026-01-0009030	Southeastern Computer Consult.	\$22.20	Delinquent
75	2026-03-0009031	Clark Oil Company, Inc.	\$70.00	Current
1057	2026-03-0009032	Jason Lauban Construction	\$20.00	Current
1825	2026-03-0009033	Align Chiropractic	\$30.00	Current
355	2026-03-0009034	Kentucky Fried Chicken	\$30.00	Current
1816		Tayz Services		Closed Business
1354	2026-02-0009035	Possum Palaces	\$22.00	Delinquent
1384		Just Relax Therapeutic Massage		Closed Business
1916	2026-03-0009036	Just Relax Therapeutic Massage	\$20.00	New Business
256	2026-02-0009037	Attentive Services, LLC	\$22.00	Delinquent
1837		The Social Palette		Closed Business
1917	2026-03-0009038	The Social Palette	\$20.00	New Business
351	2026-03-0009039	Henze Enterprises, Inc.	\$30.00	Current
471	2026-03-0009040	Southern Oil Co.	\$70.00	Current
1639	2026-01-0009041	Toddler Town Academy	\$33.30	Delinquent
354	2026-03-0009042	Appraisal Services	\$20.00	Current
896	2026-02-0009043	A.L.L Plumbing	\$22.00	Delinquent
314	2026-03-0009044	BAE Systems	\$30.00	Current
1467	2026-03-0009045	El Higueyano Supermarket	\$35.00	Current
309	2026-02-0009046	DJM Studio	\$22.00	Delinquent
900	2026-03-0009047	Magic Spray Carwash, LLC	\$20.00	Current
1642	2026-02-0009048	The Dermatology Clinic	\$33.00	Delinquent
358	2026-03-0009049	L. L. Bond & Co., Inc.	\$20.00	Current
1468	2026-03-0009050	Pizza Hut	\$20.00	Current
287	2026-02-0009051	Pitalo's Marina	\$22.00	Delinquent
1918	2026-03-0009052	Ton 80 Bar and Grill	\$95.00	New Business
357	2026-03-0009053	The Old Place	\$20.00	Current
1855	2026-03-0009054	ALJ's Beauty Salon	\$20.00	Current
78	2026-03-0009055	Coca Cola Bottling Co.	\$150.00	Current
1258	2026-03-0009056	Pelton's Tree & Land Services, Inc.	\$20.00	Current
326	2026-03-0009057	Fayard's Gautier Marathon	\$45.00	Current
383	2026-03-0009058	The Pointe Apartments	\$30.00	Current
1644		United Laundry		Closed Business
1417		Redbox		Closed Business
1699	2026-03-0009059	Hutto's Affordable Auto Glass	\$40.00	Current
317	2025-03-0009060	Coast Massage Therapy	\$24.20	Delinquent
317	2026-03-0009061	Coast Massage Therapy	\$20.00	Current
1818	2026-03-0009062	JLC Firefly LLC	\$20.00	Current
435	2026-04-0009063	Waste Oil Collectors, Inc.	\$30.00	Current
1051	2026-02-0009064	Copy Club II DBA The Party Box	\$22.00	Delinquent
1850	2026-01-0009065	The Party Box & Company	\$22.00	Delinquent
1532	2026-03-0009066	Bling Tees	\$20.00	Current
1826	2026-04-0009067	Making Way, LLC	\$20.00	Current
1066	2026-04-0009068	Shane's Title Loans, LLC	\$20.00	Current
1692	2026-02-0009069	PT Physical Therapy	\$33.00	Delinquent
323	2026-03-0009070	Ed's Household Heat & Air	\$20.00	Current
414	2026-04-0009071	J.B. Morgan, Jr.	\$20.00	Current
1919	2026-03-0009072	Voodoo Cigar Lounge, LLC	\$40.00	New Business
397	2026-04-0009073	Dr. Cohen, Podiatry	\$30.00	Current
395	2026-04-0009074	Coastal Painting	\$30.00	Current
1860	2026-04-0009075	Mediconnect Pro Corp.	\$20.00	Current
1920	2026-03-0009076	Clarke Autosports	\$52.50	New Business
1921	2026-03-0009077	Friendly Handyman	\$20.00	New Business
403	2026-04-0009078	Foster A/C & Heating, Inc.	\$150.00	Current
239	2026-01-0009079	Sherwin Williams	\$77.70	Delinquent
1761	2026-04-0009080	JLC Gardens	\$30.00	Current
		TOTAL:		
		New Business	6	
		Transient Vendor	0	
		Closed Business	5	
		Delinquent Renewal Issued	13	
		20 Current	32	

New Business March 2025

Business Name	Business Address	Business Phone	Business Description
Just Relax Therapeutic Massage	4321 Gautier Vancleave Rd Suite C	228-238-0973	Therapeutic Massage
The Social Palette	810 Hwy 90 Suite C	228-238-9009	Pottery & Art Classes
Ton 80 Bar and Grill	1512 Hwy 90	228-205-2683	Bar & Grill
Voodoo Cigar Lounge, LLC	3880 Gautier Vancleave Rd Suite 9	228-217-4148	Cigar Lounge
Clarke Autosports	810 Hwy 90	228-761-6475	Auto Accessories
Friendly Handyman	1909 Winwood Dr	228-381-9550	Residential repair, construction

City of Gautier				
Business Registry				
Apr-25				
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1315	2026-04-0009081	Edward D. Jones	\$20.00	Current
1922	2026-04-0009082	Springfield Motors	\$112.50	New Business
432	2026-04-0009083	Thomas Trans & Auto Repair	\$20.00	Current
1923	2026-04-0009084	New Trend Realty, LLC	\$20.00	New Business
1700	2026-03-0009085	CW Consulting Services, LLC	\$22.00	Delinquent
1925	2026-04-0009086	Vibe Studio Recording, LLC	\$20.00	New Business
1926	2026-04-0009087	Subway #73769	\$50.00	New Business
1924	2026-04-0009088	KPS Construction	\$20.00	New Business
1764	2026-04-0009089	Little Boy's, LLC	\$55.00	Current
1709	2026-04-0009090	Mary Walker Marina	\$35.00	Current
1425	2026-04-0009091	Dominos Pizza	\$30.00	Current
1857	2026-04-0009092	My AC Supply, LLC	\$20.00	Current
1862	2026-04-0009093	Ajo Y Oregano Restaurant, LLC	\$45.00	Current
1927	2026-04-0009094	Jerald Jackson	\$20.00	New Business
1928	2026-04-0009095	Truly Healthcare Clinic	\$20.00	New Business
1763	2026-04-0009096	Washington Electric	\$20.00	Current
1645	2026-04-0009097	CSC	\$30.00	Current
1478	2026-04-0009098	Dollar general #18932	\$112.50	Current
407	2026-04-0009099	Hallmark Wash-O-Rama	\$20.00	Current
1859	2026-04-0009100	Knight's Arcade	\$70.00	Current
1477	2026-04-0009101	Richard Houghton	\$20.00	Current
904	2026-04-0009102	Murphy Oil USA Inc. #8532	\$70.00	Current
1426	2026-04-0009103	Smokescreen	\$30.00	Current
966	2026-03-0009104	His Family Tree, Inc./DBA Fortress Mausolems	\$30.00	Current
1929	2026-04-0009105	1st Stop	\$132.50	New Business
1930	2026-04-0009106	Tammy Son Lawn Care	\$20.00	New Business
1539	2026-04-0009107	Quality Coin Laundry	\$20.00	Current
1537	2026-04-0009108	1 Stop Pawn Suite A	\$500.00	Current
1260	2026-04-0009109	Certification Services, Inc.	\$20.00	Current
1866	2026-05-0009110	Jelly Donuts & Kolaches	\$20.00	Current
		TOTAL:		
		New Business	8	
		Transient Vendor	0	
		Closed Business	0	
		Delinquent Renewal Issued	1	
		Current	20	

New Business April 2025			
Business Name	Business Address	Business Phone	Business Description
Springfield Motors	1625 Hwy 90 Suite D	850-566-6754	Auto Sales
New Trend Realty, LLC	4351 Gautier Vancleave Rd. Suite A	228-282-0528	Real Estate
Vibe Studio Recording, LLC	4341 Gautier Vancleave Rd 6A	228-205-4981	Recording Studio
Subway #73769	910 Hwy 90 suite B	228-760-0139	Restaurant
KPS Construction	2012 Hwy 90 Suite 5	317-984-7764	Gen. Contracting/Construction
Jerald Jackson	810 Susan Circle	228-990-0872	Memorabilia retail
Truly Healthcare Clinic	1408 Hwy 90	601-832-5548	Medical/Healthcare Clinic
1st Stop	5300 Gautier Vancleave Rd	497-9715	Gas Station
Tammy Son Lawn Care	1625 Martin Bluff Rd #90	912-346-3828	Lawn care/landscaping

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

May 20, 2025
Approval of the final pay application and closeout documents for the Hwy 90 Sanitary Sewer and Water Lines – SR Mall Project.

Introduced by:
Contact Person/Telephone

Kim Compton Saucier 497-8000 ext. 315

Summary Explanation: Approval of the final pay application (retainage) in the amount of \$51,270.40 and closeout documents for the Hwy 90 Sanitary Sewer and Water Lines – SR Mall Project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2025

WHEREAS, the Hwy 90 Sanitary Sewer and Water Lines – Singing River Mall Project was the installation of approximately 2,180 linear feet of 8-inch C900 water line, 2,300 linear feet of 12-inch sanitary sewer line, and 10 new manholes; and

WHEREAS, the Grants and Projects Department requests for the City Council to approve final pay application in the amount of \$51,270.40 and other close-out documents; and

WHEREAS, Seymour Engineering has reviewed the final pay application and close-out documents and recommends approval; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the final pay application and other close-out documents, as presented; and

IT IS HEREBY ORDERED that the final pay application in the amount of \$51,270.40 and other close-out documents for the Hwy 90 Sanitary Sewer and Water Lines – Singing River Mall 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, including any remaining close out documents.

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 May 20, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier Grants & Projects Director
Date: May 13, 2025
Subject: Hwy 90 Sanitary Sewer and Water Lines Singing River Mall Project-Bottom 2 Top Construction, LLC-Final Pay Application and Closeout Documents

REQUEST:

The Grants and Projects Department requests City Council authorization to approve the final pay application (retainage) in the amount of \$51,270.40 and closeout documents for the Hwy 90 Sanitary Sewer and Water Lines Singing River Mall Project.

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 served to add 30 days to the contract time, which pushed the project completion from November 11, 2024, to December 11, 2024, due to the material lead time of the precast manholes. Council approved the contract time increase from 150 days to 180 days.

Change Order No. 2 served to increase the contract time an additional 27 days, which pushed the project completion from December 11, 2024, to January 7, 2025. The request for additional days was due to weather delays, and material lead times of spacers to complete the section under Gautier Vancleave Road. Council approved the contract time increase from 180 days to 207 days.

Change Order No. 3 (Summary) served to decrease the contract value by \$44,259.41 to reflect the actual amount used in the field. Council approved the decrease in the contract amount from \$1,069,667.45 to \$1,025,408.04.

DISCUSSION:

The work performed on the project has been completed and the final pay application (retainage) in the amount of \$51,270.40, and the close-out documents submitted.

Seymour Engineering has reviewed the final pay application and close-out documents and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the final pay application (retainage) in the amount of \$51,270.40, and close-out documents for the Hwy 90 Sanitary Sewer and Water Lines Singing River Mall Project.

The City Council may:

1. Final pay application (retainage), and close-out documents as presented; or
2. Not approve the final pay application (retainage), and close-out documents as presented.

ATTACHMENT(S):

1. Final pay application #6
2. Closeout documents

Contractor's Affidavit of Release of Liens

Project Name:

Singing River Mall Water & Sewer Improvements

To Owner:

City of Gautier

3330 Hwy 90 Gautier, MS39553

From Contractor:

Bottom 2 Top Construction, LLC

16708 Hwy 67 Biloxi, MS 39532

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

List exceptions on attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors, and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.

Executed this 5th day of May, 2025.

Joseph R Raffeo Jr.

(Signature of Contractor)

Joseph R Raffeo, Jr.

(Printed Name and Title)

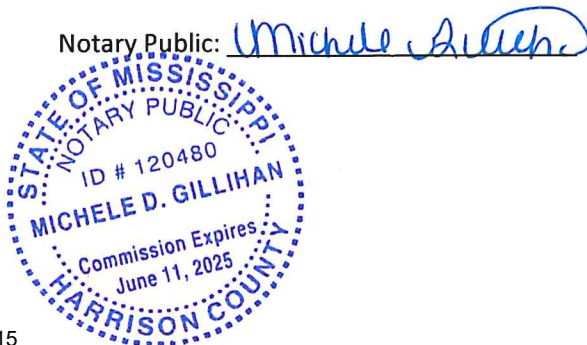
STATE OF Mississippi

COUNTY OF Harrison

The above named, Joseph R. Raffeo Jr. appeared before me on this the 5th day of May, 2025 and executed the foregoing document as by our act and deed.

Notary Public: Michele D. Gillihan

My Commission Expires: June 11, 2025



Contractor's Affidavit of Payment of Debts and Claims

Project Name:

Singing River Mall Water & Sewer Improvements

To Owner:

City Of Gautier

3330 Hwy 90 Gautier, MS 39553

From Contractor:

Bottom 2 Top Construction, LLC

16708 Hwy 67 Biloxi MS 39532

The undersigned hereby certified that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the Owner, or Owner's property might in any way be held responsible for or encumbered.

EXCEPTIONS:

List exceptions on attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment
2. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment
3. Separate Releases or Waivers of Liens from Subcontractors, and material and equipment supplies to the extent required by the Owner, accompanied by the list thereof
4. Contractor's Affidavit of Release of Liens

Executed this 5th day of May, 2025.

Joseph R Raffeo Jr.

(Signature of Contractor)

Joseph R. Raffeo Jr.

(Printed Name and Title)

STATE OF Mississippi

COUNTY OF Harrison

The above named, Joseph R. Raffeo Jr. appeared before me on this the 5th day of May, 2025 and executed the foregoing document as by our act and deed.

My Commission Expires: June 11, 2025

Notary Public:

Michele D. Gillihan





Contractor Warranty Form

Project: Singing River Mall Water & Sewer Improvements Project

Location: Gautier, MS

Owner: City of Gautier

We, Bottom 2 Top Construction, LLC contractor for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free of defects of workmanship for a period of one (1) year from the date of Substantial Completion (1/7/2025).

This warranty commences on "The Date of Substantial Completion" and expires One Year after the date of substantial completion. Should any defect develop during the warranty period due to improper workmanship or arrangement, the same shall, upon written notice by the Owner, be made good by Bottom 2 Top Construction, LLC at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner, nor any act of God, Nor negligence of others.

Date: 4/22/2025

Bottom 2 Top Construction, LLC

By: Sara Joy

Title: Owner

Address:

16708 Hwy 67 Biloxi MS 39532

Office: 228-731-3795

Cell: 228-234-3739

Fax: 228-314-3811

Email: jraffeo@bottom2top.net

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:

May 20, 2025

Title:

Authorization to Acknowledge Bids and Award a Contract for the Mississippi Songwriters Performing Arts Center to Dan Hensarling, Inc.

Introduced by:

Contact Person/Telephone

Kim Saucier 497-8000

Summary Explanation: Authorization to acknowledge the receipt of four (4) qualified bids for the Mississippi Songwriters Performing Arts Center and award a contract for the base bid, add alternate #1, add alternate #2, and add alternate #4 to Dan Hensarling, Inc., in the amount not to exceed \$5,987,000.

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 of Gautier has requested bids for the Mississippi Songwriters Performing Arts Center Project; and

WHEREAS, on or before May 1, 2025, four bids were received by the City, which are hereby acknowledged; and

WHEREAS, Allred Stolarski Architects performed a complete review of the bids and recommends awarding a contract for the base bid of \$5,227,000, add alternate #1 for the recording studio interior at \$250,000, add alternate #2 for recording equipment system at \$600,000, and add alternate #4 for landscaping and planting at \$135,000 to the low bidder, Dan Hensarling, Inc., in an amount not to exceed \$5,987,000; and

WHEREAS, a reduction in contingency allowance by \$115,000, leaving \$35,000 of contingency in the construction contract, as well as removing the entry plaza plaques and entry road sign from the project for an additional deduction of \$110,000 to the contract; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Dan Hensarling, Inc, in an amount not to exceed \$5,987,000.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Allred Stolarski Architects, and the bases outlined therein, that Dan Hensarling, Inc has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract for the base bid, add alternate #1, add alternate #2, and add alternate #4 with Dan Hensarling, Inc for the Mississippi Songwriters Performing Arts Center Project is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 20, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: May 19, 2025
Subject: Authorization to Acknowledge Bids and Award Contract for Mississippi Songwriters Performing Arts Center at Gautier's Town Center

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of four (4) bids for the Mississippi Songwriters Performing Arts Center at Gautier's Town Center and award a contract for the base bid, add alternate #1, add alternate #2, and add alternate #4 to the low bidder, Dan Hensarling, Inc in an amount not to exceed \$5,987,000.

BACKGROUND:

The Songwriters Performing Arts Center project is to be roughly 10,000 square feet, two story facility to house the Mississippi Songwriters Alliance Hall of Fame and celebrate the art of songwriting and performing arts. The building will also include a fully functioning music recording studio, classrooms, and both interior and exterior flexible performing spaces.

DISCUSSION:

The recommendation is to award the base bid of \$5,227,000, add alternate #1 recording studio interior \$250,000, add alternate #2 recording equipment system \$600,000, and add alternate #4 landscaping and planting \$135,000 to the low bidder, Dan Hensarling, Inc. in an amount not to exceed \$5,987,000. A reduction in contingency allowance by \$115,000, leaving \$35,000 of contingency in the construction contract, as well as removing the entry plaza plaques and entry road sign from the project for an additional \$110,000 savings to the contract.

Four (4) bids for this project were received and opened on May 1, 2025. Allred Stolarski Architects performed a complete review of the bids and recommends awarding the contract to Dan Hensarling, Inc.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of four (4) bids for the Mississippi Songwriters Performing Arts Center at Gautier's Town Center and award a contract for the base bid, add alternate #1, add alternate #2, and add alternate #4 to the low bidder, Dan Hensarling, Inc.

The City Council may:

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

ATTACHMENT(S):

1. Recommendation Letter

May 16, 2025

City of Gautier
3330 Hwy 90
Gautier, MS 39553

Attn: Paula Yancey, City Manager

Re: City of Gautier
Mississippi Songwriters Performing Arts Center

Dear Mrs. Yancey:

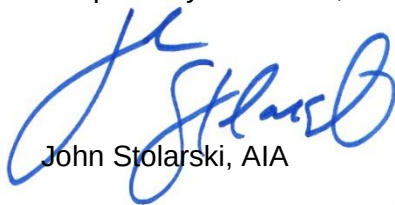
Please find enclosed the Certified Bid Tabulation, for the above referenced project for your records.

I have reviewed the bid documents, and everything appears to be in order. We have received no protests, claims of error or requests for withdrawal of quotes.

Based on the bids received, we recommend that the project be awarded to the low bidder, Dan Hensarling, Inc., of Gulfport, Mississippi, for a total construction amount of \$5,987,000.00. This consists of the Base Bid amount of \$5,227,000.00; Alternate #1 in the amount of \$250,000.00; Alternate #2 in the amount of \$600,000.00; Alternate #4 in the amount of \$135,000.00. This also includes Value Engineering the project by reducing the Contingency Allowance by \$115,000.00, leaving \$35,000.00 of Contingency in the Construction Contract as well as removing the Entry Plaza Plaques and Entry Road Sign from the project for an additional \$110,000.00 savings to the contract.

Please do not hesitate to call me if you have any questions, or if you need any further information.

Respectfully submitted,



John Stolarski, AIA

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
May 20, 2025**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
