

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 15, 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 July 24th starting at 11am at the former Singing River Mall Property.**
- 2. Gautier's Farmers Market will be Saturday, August 9th from 8am until 12pm at the former Singing River Mall Property.**

IV. Presentation Agenda

- 1. Martin Bluff Road Widening Update by Michael Baker**

V. Business Agenda

- 1. Appointment of Municipal Public Defender**

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Consideration for Abatement at 7419 Shirley Drive, Gautier, MS**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 4. Consideration for Abatement at 7417 Bluff Point Road, Gautier, MS**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration for a Property Owner initiated Rezoning of Property from R-1 Low Density Single Family Residential to PUD Planned Unit Development, and to amend the previously approved PUD Plan, located on Old Spanish Trail, Gautier, MS (GPC #25-27-RZ)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration of a request for approval of an amended PUD Plan (PID# 82438100.125 and 82438100.000) (GPC Case Number 25-27-RZ)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. 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 July 1, 2025.
2. Receive June 2025 Privilege License Reports
3. Approval of water and sewer adjustments for July 2025 in the amount of \$10,598.28
4. Approval of the addendum to the Computer Support Agreement with Delta Computer Systems, Inc.
5. Approval of Change Order No. 2 to increase the contract days for the Hickory Hills, LaGrange, and Cotita Water Quality and Stormwater Runoff Improvement Project
6. Approval of Amendment 3 to the Post-Opening Agreement for The Sound Amphitheater between the City of Gautier and PTP Country, LLC
7. Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

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 August 5, 2025 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
July 15, 2025**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be July 24th starting at 11am at the former Singing River Mall Property.
2. Gautier's Farmers Market will be Saturday, August 9th 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



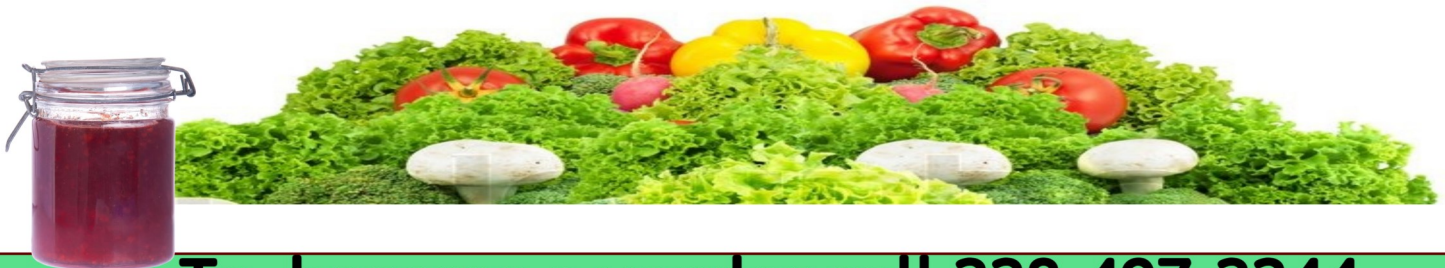
MAY 10TH

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
July 15, 2025**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Martin Bluff Road Widening Update by Michael Baker

NOTES:

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

Council Meeting:
Title:

July 15, 2025
Appointment of Municipal Public Defender

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Re-appointment of Kyle Miller as Municipal Public Defender.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Elbin ☐ George ☐ Jackson ☐ Jamison ☐ Fuller ☐ Elbin ☐

Second Made by:

Vaughan ☐ Elbin ☐ George ☐ Jackson ☐ Jamison ☐ Fuller ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Elbin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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, on August 7, 2024, the City approved an Ordinance amending the creation, reclassification, and elimination of specified positions, and approval of the revised schedule of authorized positions, in order to fund the Public Defender position (part-time); and

WHEREAS, the current City Council finds that re-appointment of Kyle Miller as Municipal Public Defender is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Kyle Miller as Municipal Public Defender is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

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

Council Meeting:

July 15, 2025

**Approval of the Final Plat for Phase 2 of Legacy
Park located at 4416 Highway 57, Gautier, MS**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

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

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 Satjit Adlakha, member and manager of ATM Holdings, LLC, for approval of the Final Plat for Phase 2 of Legacy Park located at 4416 Highway 57, (PID#82430100.050); and

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

WHEREAS, the Developer now requests approval of the Final Plat for Phase 2 of Legacy Park, as indicated in the attached documentation; and

WHEREAS, the City of Gautier finds that approval of the Final Plat for Phase 2 of Legacy Park is in the best interests of the City; and

NOW THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Final Plat for Phase 2 of Legacy Park, located at 4416 Highway 57, is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/08/2025
Subject: Approval of the Final Plat for Phase 2 of Legacy Park, located at 4416 Highway 57. Gautier, MS (PID #82430100.050)

REQUEST:

The Planning Department has received a request from Satjit Adlakha, member and manager of ATM Holdings, LLC, for approval of the Final Plat for Phase 2 of Legacy Park, an approved Planned Unit Development, located at 4416 Highway 57, PID #82430100.050.

BACKGROUND:

On April 4, 2024, the Planning Commission heard a request for a Zoning Change from C-3 Highway Commercial to a PUD Planned Unit Development at 4416 Highway 57, PID #82430100.050. The Planning Commission recommended the City Council approve the request. On April 16, 2024, the City Council approved the request. Dr Adlakha is requesting approval of the Final Plat for Phase 2 of Legacy Park.

DISCUSSION:

Satjit Adlakha is requesting approval for the Final Plat for Phase 2 of Legacy Park, a Planned Unit Development.

RECOMMENDATION:

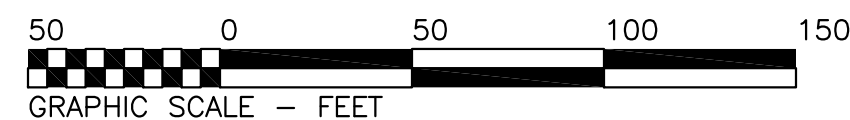
ATTACHMENTS:

1. LEGACY PARK PHASE 2 PLAT FOR REVIEW 6-26-25



A PLAT OF LEGACY PARK SUBDIVISION, PHASE 2 (PLANNED UNIT DEVELOPMENT)

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



FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO FEMA MAP NUMBER(S) 28059C03136 & 28059C03146, DATED MARCH 16, 2009. CHECK WITH BUILDING OFFICIALS FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

FLOOD ZONE EXPLANATION:

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

REFERENCE MATERIALS:

- 1.) JACKSON COUNTY GIS WEBSITE AND TAX MAP, CURRENT EDITION.
- 2.) INFORMATION PROVIDED BY CLIENT.
- 3.) LEGACY PARK SUBDIVISION, PHASE 2 LAYOUT PROVIDED BY DENNIS STEFFEL AND ASSOCIATES, INC. (DSA) CONSULTING ENGINEERS.
- 4.) DEED BOOK 2167, PAGE 14.
- 5.) DEED BOOK 1990, PAGE 679.
- 6.) DEED BOOK 1919, PAGE 203.
- 7.) DEED BOOK 1960, PAGE 207.
- 8.) DEED BOOK 1249, PAGE 311.
- 9.) DEED BOOK 2069, PAGE 244.
- 10.) DEED BOOK 1589, PAGE 568.
- 11.) PLAT OF LEGACY PARK SUBDIVISION, PHASE 1 RECORDED IN PLAT BOOK 26 AT PAGE 66.

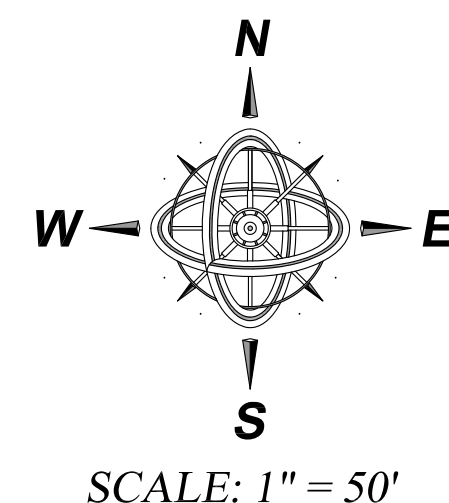
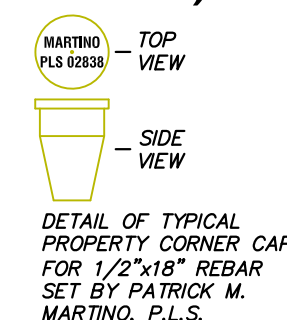
ABBREVIATION LEGEND:

DEED = DEED DIMENSION
PRIOR = PRIOR SURVEY
PLAT = PLATTED DIMENSION
C/L = CENTERLINE
P.O.L. = POINT ON LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
N90°00'00"E 435.00' = ACTUAL FIELD MEASUREMENT

STATE PLANE COORDINATES:

DATE: OCTOBER 10, 2024
TOPCON HYPER-V WAS USED FOR GPS OBSERVATION
REF FRAME: NAD_83(2011)(EPOCH:2010.0000)
STATE PLANE COORDINATES
SPC (2301 MS E)
Northing (Y) [US sFT] 329528.37
Easting (X) [US sFT] 1020547.44
Convergence Angle 00°03'29.73"
Point Scale [Scale Factor] 0.99995151
Combined Factor 0.99995476
US NATIONAL GRID DESIGNATOR: 16RCU3495165036 (NAD_83)
(1 METER = 3.280833333 U.S. SURVEY FEET)

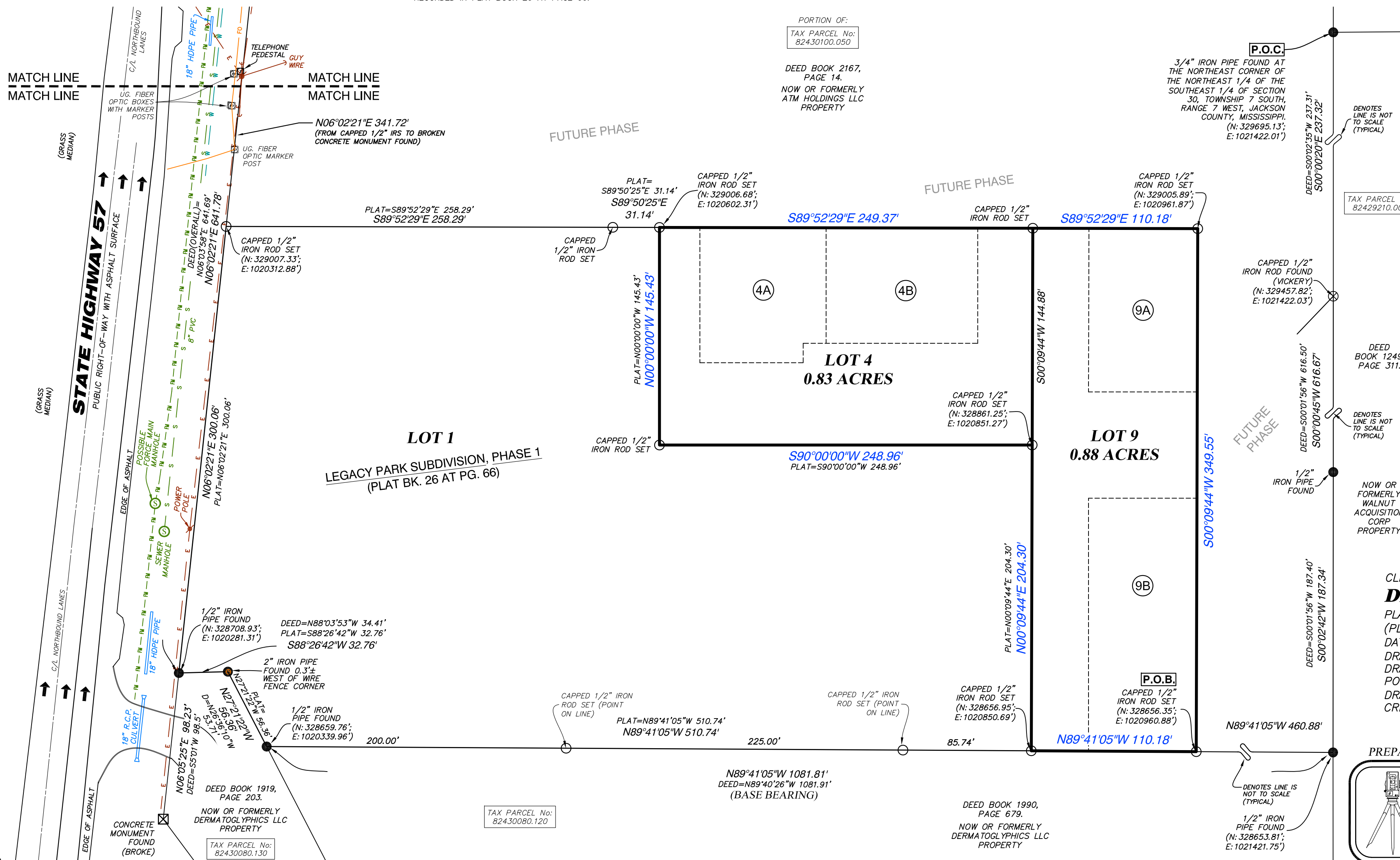
CAP DETAIL: (PROPERTY CORNER)



BEARING REFERENCE:
GRID NORTH BY GPS
OBSERVATION
NAD83(2011)
(EPOCH:2010.0000)

LEGEND:
⊗ -- (IRF) IRON ROD FOUND
⊖ -- (IRS) IRON ROD SET (CAPPED)
● -- (IPF) IRON PIPE FOUND (MEASURED ON THE OUTSIDE)
⊠ -- (CMF) CONCRETE MONUMENT FOUND

FOR REVIEW



CLIENT:
DR. SATJIT ADLAKHA
PLAT OF LEGACY PARK SUBDIVISION, PHASE 2
(PLANNED UNIT DEVELOPMENT)
DATE OF FIELD SURVEY: 12/10/2024
DRAFTED: 6/25/2025
DRAWN BY: PTPD
PORTION OF PARCEL: 82430100.050
DRAWING: P25771 LEGACY PARK SUB'D, PH 2
CRD FILE: P181108

PREPARED BY:
PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

A PLAT OF LEGACY PARK SUBDIVISION, PHASE 2 (PLANNED UNIT DEVELOPMENT)

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

REFERENCE MATERIALS:

- 1.) JACKSON COUNTY GIS WEBSITE
AND TAX MAP, CURRENT EDITION.
- 2.) INFORMATION PROVIDED BY CLIENT.
- 3.) LEGACY PARK SUBDIVISION, PHASE 2 LAYOUT
PROVIDED BY DENNIS STEFFEL AND ASSOCIATES,
INC. (DSA) CONSULTING ENGINEERS.
- 4.) DEED BOOK 2167, PAGE 14.
- 5.) DEED BOOK 1990, PAGE 679.
- 6.) DEED BOOK 1919, PAGE 203.
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- 8.) DEED BOOK 1249, PAGE 311.
- 9.) DEED BOOK 2069, PAGE 244.
- 10.) DEED BOOK 1589, PAGE 568.
- 11.) PLAT OF LEGACY PARK SUBDIVISION, PHASE 1
RECORDED IN PLAT BOOK 26 AT PAGE 66.

STATE PLANE COORDINATES:

DATE: OCTOBER 10, 2024
TOPCON HYPER_V WAS
USED FOR GPS OBSERVATION
REF FRAME: NAD_83(2011)(EPOCH:2010.0000)
STATE PLANE COORDINATES
SPC (2301 MS E)
Northing (Y) [US sFT] 329528.37
Easting (X) [US sFT] 1020547.44
Convergence Angle 00°03'29.79"
Point Scale [Scale Factor] 0.99995151
Combined Factor 0.99995476
US NATIONAL GRID DESIGNATOR:
16RCU3495165036 (NAD_83)
(1 METER = 3.280833333 U.S. SURVEY FEET)

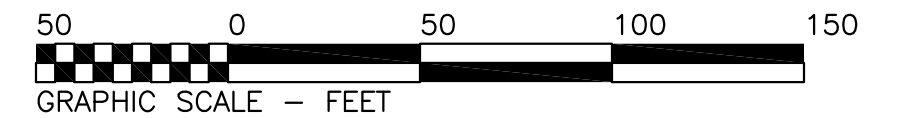


LEGEND:

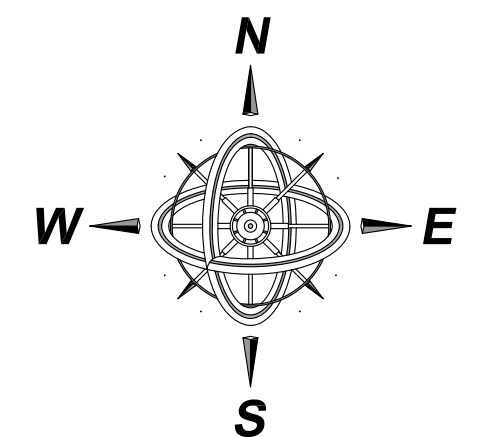
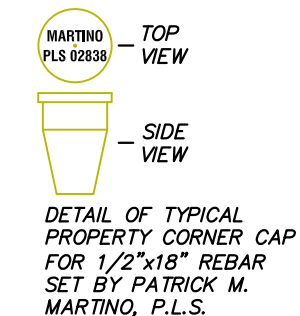
- ⊗ --- (IRF) IRON ROD FOUND
- --- (IRS) IRON ROD SET (CAPPED)
- --- (IPF) IRON PIPE FOUND
(MEASURED ON THE OUTSIDE)
- ⊠ --- (CMF) CONCRETE MONUMENT FOUND

ABBREVIATION LEGEND:

DEED = DEED DIMENSION
PRIOR = PRIOR SURVEY
PLAT = PLATTED DIMENSION
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P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY
N90°00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT



CAP DETAIL: (PROPERTY CORNER)



SCALE: 1" = 50'

BEARING REFERENCE:
**GRID NORTH BY GPS
OBSERVATION**
NAD83(2011)
(EPOCH:2010.0000)

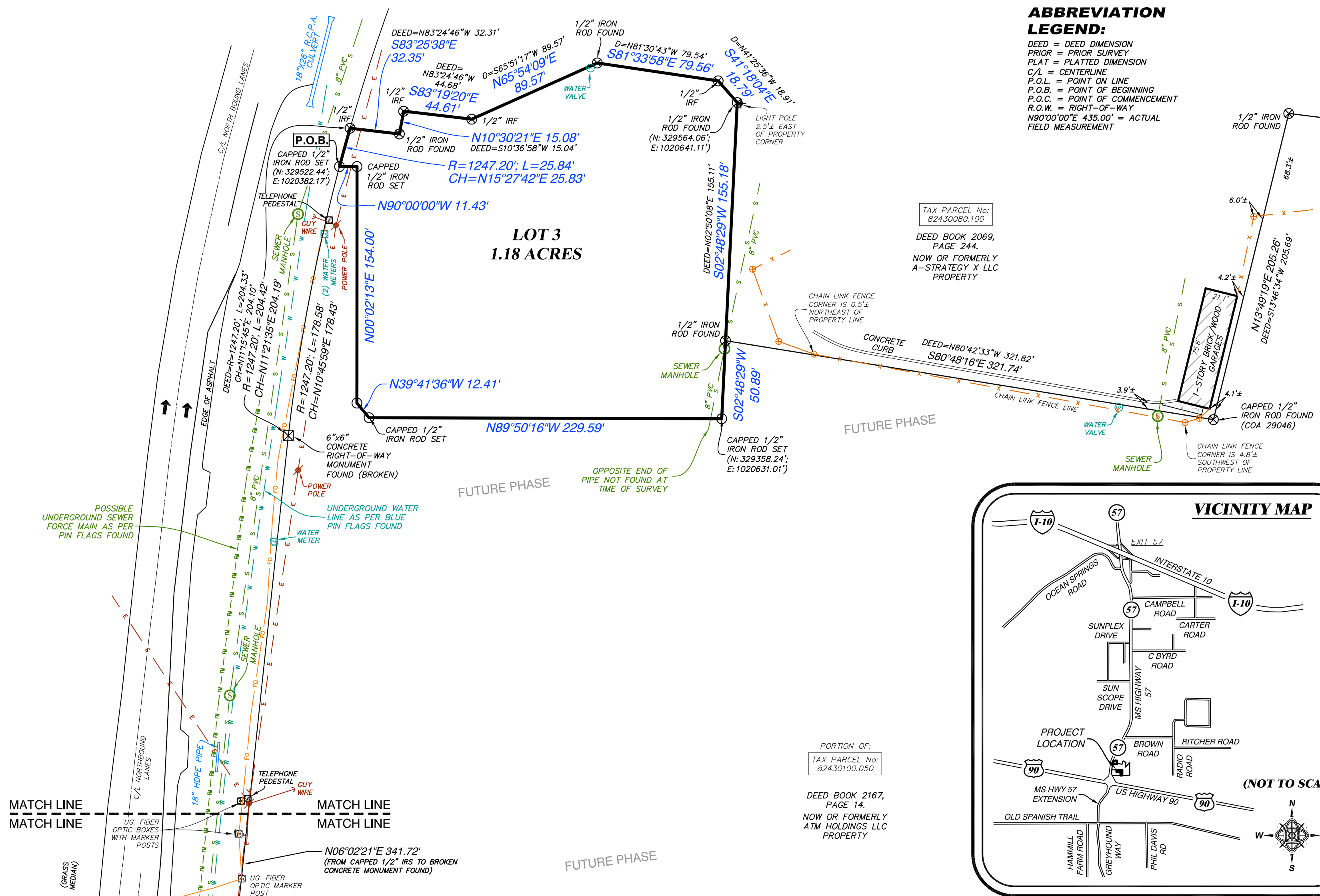
FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO FEMA MAP NUMBER(S) 28059C0313G & 28059C0314G, DATED MARCH 16, 2009. CHECK WITH BUILDING OFFICIALS FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

FLOOD ZONE EXPLANATION:

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

FOR REVIEW

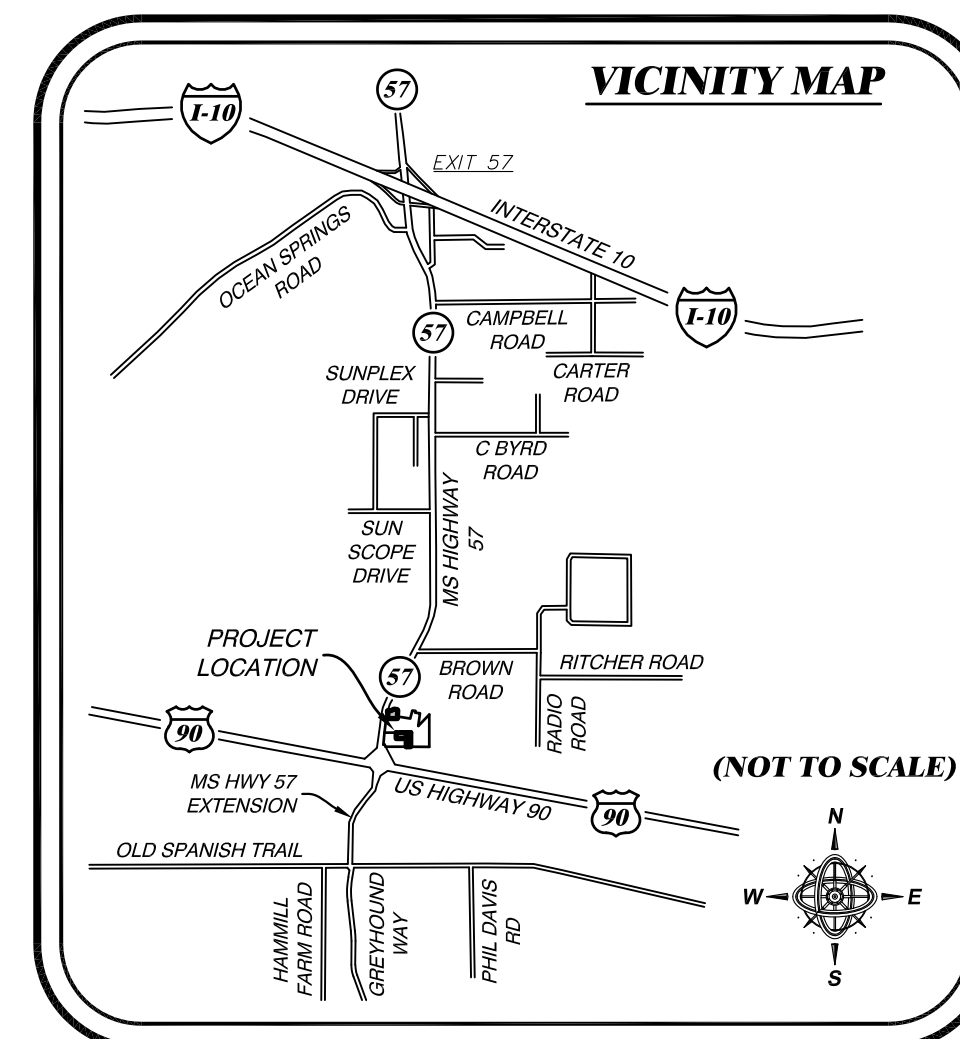


TAX PARCEL No:
82430080.100

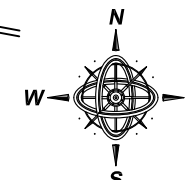
DEED BOOK 2069,
PAGE 244.
NOW OR FORMERLY
A-STRATEGY X LLC
PROPERTY

PORTION OF:
TAX PARCEL No:
82430100.050

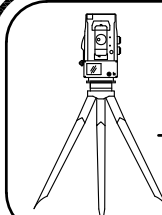
DEED BOOK 2167,
PAGE 14.
NOW OR FORMERLY
ATM HOLDINGS LLC
PROPERTY



(NOT TO SCALE)



PREPARED BY:



PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

SHEET 2 OF 3

A PLAT OF
LEGACY PARK SUBDIVISION, PHASE 2
(PLANNED UNIT DEVELOPMENT)

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

ZONING INFORMATION:

PARCEL OF LAND IS LOCATED IN A C-3 HIGHWAY COMMERCIAL (WITH P.U.D. OVERLAY) DISTRICT
ACCORDING TO THE CITY OF GAUTIER ZONING WEBSITE.

1.) NO SETBACK REQUIREMENTS ARE PROVIDED ON LOTS OR SUB-PARCELS WITHIN LEGACY PARK, PHASE 2 WITH THE
EXCEPTION OF A 40 SETBACK ALONG HIGHWAY 57. BUILDING OR SEPARATION STANDARDS WILL BE BASED ON REQUIREMENTS
OF THE CURRENT BUILDING CODE (IBC 2018) IN PLACE AT TIME OF PLATTING.

2.) PARKING, PEDESTRIAN ACCESS, COMMON AREAS, AND UTILITIES FOR PHASE 2 OF LEGACY PARK SUBDIVISION INCLUDES
SHARED EASEMENTS WITH OTHER LOTS OF THE SUBDIVISION.

3.) THE DEVELOPMENT IS DESIGNATED AS A PLANNED UNIT DEVELOPMENT (P.U.D.). THIS IS CONSIDERED AN OVERLAY DISTRICT
OF THE C-3 HIGHWAY COMMERCIAL DISTRICT.

4.) PHASE 2 IS SUBJECT TO ALL LAND USE AND ARCHITECTURAL REQUIREMENTS OR STANDARDS ESTABLISHED, OR TO BE
ESTABLISHED, FOR THE DEVELOPMENT OF LEGACY PARK SUBDIVISION AS OUTLINED IN RESTRICTIVE COVENANTS AND PUD
DOCUMENTS FILED WITH THE CITY OF GAUTIER.

**CONTACT THE CITY OF GAUTIER PLANNING AND ZONING DEPARTMENT FOR ALL SETBACK AND ZONING REQUIREMENTS AND
REGULATIONS.

CERTIFICATIONS AND ACKNOWLEDGEMENT:
OWNER'S CERTIFICATION AND DEDICATION

STATE OF MISSISSIPPI, COUNTY OF JACKSON

THIS IS TO CERTIFY THAT ATM HOLDINGS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY IS THE OWNER OF ALL THE
LAND SHOWN ON THIS PLAT OF LEGACY PARK SUBDIVISION, PHASE 2 (PLANNED UNIT DEVELOPMENT) AND CERTIFIES THAT
THIS PLAT WAS MADE AT HIS REQUEST AND ACCORDING TO THE DIRECTION OF THE UNDERSIGNED OWNER. ALL ROADS
AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOREVER.

WITNESS MY SIGNATURE, THIS THE _____ DAY OF _____, 2025.

BY: _____
DR. SATJIT ADLAKHA, MANAGING MEMBER

CERTIFICATE OF NOTARY PUBLIC

STATE OF MISSISSIPPI, COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY OF _____, STATE OF
MISSISSIPPI, PERSONALLY APPEARED THE AFORENAMED, DR. SATJIT ADLAKHA, A MEMBER OF ATM
HOLDINGS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, ACKNOWLEDGED BEFORE ME THAT HE EXECUTED
THE ABOVE AND FOREGOING DEDICATION OF THIS PLAT.

WITNESS MY SIGNATURE AND OFFICIAL SEAL ON THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

I, PATRICK M. MARTINO, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI,
DO HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE BY ME AND THAT
ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

WITNESS MY SIGNATURE AND SEAL THIS _____ DAY OF _____, 2025.

PATRICK M. MARTINO, P.L.S. #02838

CERTIFICATE OF NOTARY PUBLIC

STATE OF MISSISSIPPI, COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY OF _____, STATE OF
MISSISSIPPI, PERSONALLY APPEARED THE AFORENAMED, PATRICK M. MARTINO, ACKNOWLEDGED BEFORE ME
THAT HE SIGNED AND DELIVERED THE FOREGOING CERTIFICATE ON THE DATE THEREIN WRITTEN AND FOR
THE PURPOSE THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND OFFICIAL SEAL ON THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC MY COMMISSION EXPIRES: _____



GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A
CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO FEMA MAP NUMBER 28059C0313G &
28059C0314G, DATED MARCH 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH BY GPS OBSERVATION
NA083(2011)(EPOCH:2010.0000). ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) ALL LOT CORNERS ARE SET 1/2" IRON RODS WITH CAP STAMPED "MARTINO PLS 02838", UNLESS
OTHERWISE NOTED.
- 6.) TOTAL NUMBER OF LOTS = 3 LOT.
- 7.) TOTAL AREA = 2.89 ACRES.
- 8.) ALL ADJOINING LAND OWNER NAMES WERE OBTAINED BY JACKSON COUNTY LAND ROLL RECORDS ON
THE DATE OF THIS PLAT.
- 9.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER
RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS,
RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 10.) THE LOT CONFIGURATION SHOWN HEREON WAS PROVIDED BY DENNIS STIEFFEL AND ASSOCIATES, INC.
(DSA) CONSULTING ENGINEERS.
- 11.) NO WETLANDS EXIST ON PHASE 2, PER INFORMATION PROVIDED BY CLIENT.

CERTIFICATION OF APPROVAL OF FINAL PLAT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

FINAL APPROVAL OF PLAT BY THE CITY OF GAUTIER, AT THE REGULAR MEETING OF SAID CITY HELD ON

THE _____ DAY OF _____, 2025, SAID PROCEEDING BEING DULY RECORDED IN MINUTE

BOOK _____, PAGE _____ - _____

WITNESS OUR HAND AND THE OFFICIAL SEAL OF THE CITY OF GAUTIER, MISSISSIPPI THIS THE _____ DAY
OF _____, 2025.

CITY ENGINEER BY: CITY CLERK MAYOR - CITY OF GAUTIER

CERTIFICATE OF COMPARISON

STATE OF MISSISSIPPI, COUNTY OF JACKSON

WE, THE UNDERSIGNED DO HEREBY CERTIFY THAT WE HAVE EACH COMPARED THIS RECORDED PLAT WITH
THE ORIGINAL PLAT OF LEGACY PARK SUBDIVISION, PHASE 2 (PLANNED UNIT DEVELOPMENT), AND THAT
WE FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF AND OF THE WHOLE SAID PLAT.

WITNESS OUR SIGNATURES AND OFFICIAL SEAL ON THIS _____ DAY OF _____, 2025.

CHANCERY CLERK BY: DEPUTY CLERK SURVEYOR

CERTIFICATION OF FINAL ACCEPTANCE

STATE OF MISSISSIPPI
COUNTY OF JACKSON

FINAL APPROVAL OF PLAT BY THE CITY OF GAUTIER CITY COUNCIL.

THIS, THE _____ DAY OF _____, 2025.

BY: CITY CLERK MAYOR - CITY OF GAUTIER

RECORDING CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF JACKSON

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE AND RECORDED IN PLAT BOOK No. _____

AT PAGE No. _____ - _____ ON THE _____ DAY OF _____, 2025.

CHANCERY CLERK BY: DEPUTY CLERK

LEGAL DESCRIPTION:
(AS PER SURVEY DIMENSIONS)

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH,
RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON THE PLAT OF SURVEY PERFORMED BY PATRICK M. MARTINO
PLS, INC. DATED JUNE 25, 2025 (SURVEY BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM (EAST ZONE,
NAD_83(2011))(EPOCH:2010.0000), GRID VALUES USING A SCALE FACTOR OF 0.99995151 AND A CONVERGENCE ANGLE OF
00°03'29.79" DETERMINED SPECIFICALLY FOR THIS PROJECT USING GRID BEARINGS DERIVED FROM STATIC GPS OBSERVATIONS
FROM A BASE STATION LOCATED AT N:329528.37'; E:1020547.44', ALL LINES RELATIVE TO) AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE FOUND (N:329695.13'; E:1021422.01') AT THE NORTHEAST CORNER OF THE NORTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, SAID
POINT BEING THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF WALNUT ACQUISITION CORP, BEING
DESCRIBED IN DEED BOOK 1249 AT PAGE 311; THENCE ALONG THE WEST LINE OF SAID WALNUT ACQUISITION CORP
PROPERTY, S00°00'20"E 237.32 FEET TO A 1/2" IRON ROD FOUND WITH CAP STAMPED "VICKERY" (N:329457.82';
E:1021422.03'); THENCE CONTINUE ALONG THE WEST LINE OF SAID WALNUT ACQUISITION CORP PROPERTY, S00°00'45"W
616.67 FEET TO A 1/2" IRON PIPE FOUND; THENCE CONTINUE ALONG SAID WEST LINE, S00°02'42"W 187.34 FEET TO A
1/2" IRON PIPE FOUND (N:328653.81'; E:1021421.75') AT THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OF
DERMATOGLYPHICS LLC, BEING DESCRIBED IN DEED BOOK 1990 AT PAGE 679; THENCE ALONG THE NORTH LINE OF SAID
DERMATOGLYPHICS LLC PROPERTY, N89°41'05"W 460.88 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS
02838" (N:328656.35'; E:1020960.88') AT THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID
DERMATOGLYPHICS LLC PROPERTY, N89°41'05"W 110.18 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS
02838" (N:328656.95'; E:1020850.69') AT THE SOUTHEAST CORNER OF LOT 1, LEGACY PARK SUBDIVISION, PHASE 1, BEING
RECORDED IN PLAT BOOK 26 AT PAGE 66 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE
OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI; THENCE ALONG THE EAST LINE OF SAID LOT 1, LEGACY PARK
SUBDIVISION, PHASE 1, N00°09'44"E 204.30 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838"
(N:328861.25'; E:1020851.27'); THENCE CONTINUE ALONG THE EAST LINE OF SAID LOT 1, LEGACY PARK SUBDIVISION,
PHASE 1, S90°00'00"W 248.96 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838"; THENCE
CONTINUE ALONG THE EAST LINE OF SAID LOT 1, LEGACY PARK SUBDIVISION, PHASE 1, N00°00'00"W 145.43 FEET TO A SET
1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" (N:329006.68'; E:1020602.31') AT THE NORTHEAST CORNER OF
SAID LOT 1, LEGACY PARK SUBDIVISION, PHASE 1; THENCE LEAVING SAID EAST LINE, S89°52'29"E 249.37 FEET TO A SET
1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838"; THENCE CONTINUE S89°52'29"E 110.18 FEET TO A SET 1/2"
IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" (N:329005.89'; E:1020961.87'); THENCE S00°09'44"W 349.55 FEET TO
THE POINT OF BEGINNING, CONTAINING 1.71 ACRES, MORE OR LESS.

AND ALSO:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH,
RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON THE PLAT OF SURVEY PERFORMED BY PATRICK M. MARTINO
PLS, INC. DATED JUNE 25, 2025 (SURVEY BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM (EAST ZONE,
NAD_83(2011))(EPOCH:2010.0000), GRID VALUES USING A SCALE FACTOR OF 0.99995151 AND A CONVERGENCE ANGLE OF
00°03'29.79" DETERMINED SPECIFICALLY FOR THIS PROJECT USING GRID BEARINGS DERIVED FROM STATIC GPS OBSERVATIONS
FROM A BASE STATION LOCATED AT N:329528.37'; E:1020547.44', ALL LINES RELATIVE TO) AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" IRON PIPE FOUND (N:329695.13'; E:1021422.01') AT THE NORTHEAST CORNER OF THE NORTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, SAID
POINT BEING THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF WALNUT ACQUISITION CORP, BEING
DESCRIBED IN DEED BOOK 1249 AT PAGE 311; THENCE ALONG THE WEST LINE OF SAID WALNUT ACQUISITION CORP
PROPERTY, S00°00'20"E 237.32 FEET TO A 1/2" IRON ROD FOUND WITH CAP STAMPED "VICKERY" (N:329457.82';
E:1021422.03'); THENCE CONTINUE ALONG THE WEST LINE OF SAID WALNUT ACQUISITION CORP PROPERTY, S00°00'45"W
616.67 FEET TO A 1/2" IRON PIPE FOUND; THENCE CONTINUE ALONG SAID WEST LINE, S00°02'42"W 187.34 FEET TO A
1/2" IRON PIPE FOUND (N:328653.81'; E:1021421.75') AT THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY OF
DERMATOGLYPHICS LLC, BEING DESCRIBED IN DEED BOOK 1990 AT PAGE 679; THENCE ALONG THE NORTH LINE OF SAID
DERMATOGLYPHICS LLC PROPERTY, N89°41'05"W 460.88 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS
02838"; THENCE CONTINUE ALONG THE NORTH LINE OF SAID DERMATOGlyphics LLC PROPERTY, N89°41'05"W 110.18 FEET
TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" (N:328656.95'; E:1020850.69') AT THE SOUTHEAST
CORNER OF LOT 1, LEGACY PARK SUBDIVISION, PHASE 1, BEING RECORDED IN PLAT BOOK 26 AT PAGE 66 AS PER THE
OFFICIAL MAP OR PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY,
MISSISSIPPI; THENCE CONTINUE ALONG THE NORTH LINE OF SAID DERMATOGlyphics LLC PROPERTY, N89°41'05"W 510.74
FEET TO A 1/2" IRON PIPE FOUND (N:328659.76'; E:1020339.98') LYING ON THE EAST LINE OF THE PROPERTY NOW OR
FORMERLY OF DERMATOGlyphics LLC, BEING DESCRIBED IN DEED BOOK 1919 AT PAGE 203; THENCE ALONG THE EAST LINE
OF SAID DERMATOGlyphics LLC PROPERTY, N27°21'22"W 56.36 FEET TO A 2" IRON PIPE FOUND AT THE NORTHEAST CORNER
OF SAID DERMATOGlyphics LLC PROPERTY; THENCE ALONG THE NORTH LINE OF SAID DERMATOGlyphics LLC PROPERTY,
S88°26'42"W 32.76 FEET TO A 1/2" IRON PIPE FOUND (N:328708.93'; E:1020281.31') LYING ON THE EAST MARGIN OF
STATE HIGHWAY 57; THENCE ALONG SAID EAST MARGIN, N06°02'21"E 300.06 FEET TO A SET 1/2" IRON ROD WITH CAP
STAMPED "MARTINO PLS 02838" (N:329007.33'; E:1020312.88') AT THE NORTHWEST CORNER OF AFOREMENTIONED LOT 1,
LEGACY PARK SUBDIVISION, PHASE 1; THENCE CONTINUE ALONG SAID EAST MARGIN, N06°02'21"E 341.72 FEET TO A BROKEN
6"x6" CONCRETE RIGHT-OF-WAY MONUMENT FOUND; THENCE CONTINUE ALONG SAID EAST MARGIN, ALONG A CURVE TO THE
RIGHT, HAVING A RADIUS OF 1247.20 FEET, AN ARC LENGTH OF 178.58 FEET, AND A CHORD BEARING AND DISTANCE OF
N10°45'59"E 178.43 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" (N329522.44';
E:1020382.17') AT THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST MARGIN, ALONG A CURVE TO THE RIGHT,
HAVING A RADIUS OF 1247.20 FEET, AN ARC LENGTH OF 25.84, AND A CHORD BEARING AND DISTANCE OF N15°27'42"E
25.83 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF
A-STRATEGY X LLC, BEING DESCRIBED IN DEED BOOK 2069 AT PAGE 244; THENCE ALONG THE SOUTH LINE OF SAID
A-STRATEGY X LLC PROPERTY, S83°25'38"E 32.35 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE ALONG THE
SOUTH LINE OF SAID A-STRATEGY X LLC PROPERTY, N10°30'21"E 15.08 FEET TO A 1/2" IRON ROD FOUND; THENCE
CONTINUE ALONG THE SOUTH LINE OF SAID A-STRATEGY X LLC PROPERTY, S83°19'20"E 44.61 FEET TO A 1/2" IRON ROD
FOUND; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID A-STRATEGY X LLC PROPERTY, N65°54'09"E 88.59 FEET TO A
1/2" IRON ROD FOUND; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID A-STRATEGY X LLC PROPERTY, S81°33'58"E
79.56 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID A-STRATEGY X LLC
PROPERTY, S41°18'04"E 18.79 FEET TO A 1/2" IRON ROD FOUND (N:329564.06'; E:1020641.11'); THENCE CONTINUE ALONG
THE SOUTH LINE OF SAID A-STRATEGY X LLC PROPERTY, S02°48'29"W 155.18 FEET TO A 1/2" IRON ROD FOUND; THENCE
LEAVING THE SOUTH LINE OF SAID A-STRATEGY X LLC PROPERTY, S02°48'29"W 50.89 FEET TO SET 1/2" IRON ROD WITH
CAP STAMPED "MARTINO PLS 02838" (N:329358.24'; E:1020631.01'); THENCE N89°50'16"W 229.59 FEET TO A SET 1/2"
IRON ROD STAMPED "MARTINO PLS 02838"; THENCE N39°41'36"W 12.41 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED
"MARTINO PLS 02838"; THENCE N00°02'13"E 154.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS
02838"; THENCE N90°00'00"W 11.43 FEET TO THE POINT OF BEGINNING, CONTAINING 1.18 ACRES, MORE OR LESS.

MAP CHECKED

CLIENT:

DR. SATJIT ADLAKHA

PLAT OF LEGACY PARK SUBDIVISION, PHASE 2
(PLANNED UNIT DEVELOPMENT)

DATE OF FIELD SURVEY: 12/10/2024

DRAFTED: 6/25/2025

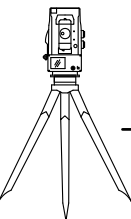
DRAWN BY: PTPD

PORTION OF PARCEL: 82430100.050

DRAWING: P25771 LEGACY PARK SUB'D, PH 2
CRD FILE: P181108

PREPARED BY:

SHEET 3 OF 3



PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:

July 15, 2025

Title:

**Consideration for Abatement at 7419 Shirley Drive,
Gautier, MS**

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 7419 Shirley 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	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 June 17, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 7419 Shirley 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 7419 Shirley Drive, Gautier, MS 39553, by removing all rubbish, trash, debris, and to remove the dilapidated structure from the abandoned property, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/08/2025
Subject: Consider Abatement of 7419 Shirley Drive, Gautier, MS (Harold Charlton)

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 clean the property, to remove the rubbish, trash, and debris, and to remove a dilapidated structure from the abandoned property at 7419 Shirley Drive.

BACKGROUND:

DISCUSSION:

The Code Enforcement office has had a case on this property since March 8th, 2022, for it being a blighted and abandoned property. There has been no water account associated with this property since April 2023. Property taxes are in arrears by one year. As can be seen from the enclosed photos, the property appears to be inhabited by vagrants. There is a dilapidated house on the property that appears to be collapsing, to have termite damage, and is beyond any reasonable repairs.

Due to the length of Code Enforcement history on this property and the menace it is posing to the Martin Bluff and Hickory Hills communities, the decision has been made to remove all rubbish, trash, and debris from this property and to demolish the unsafe structure. Demolishing the structure should help secure surrounding area from additional vagrancy.

RECOMMENDATION:

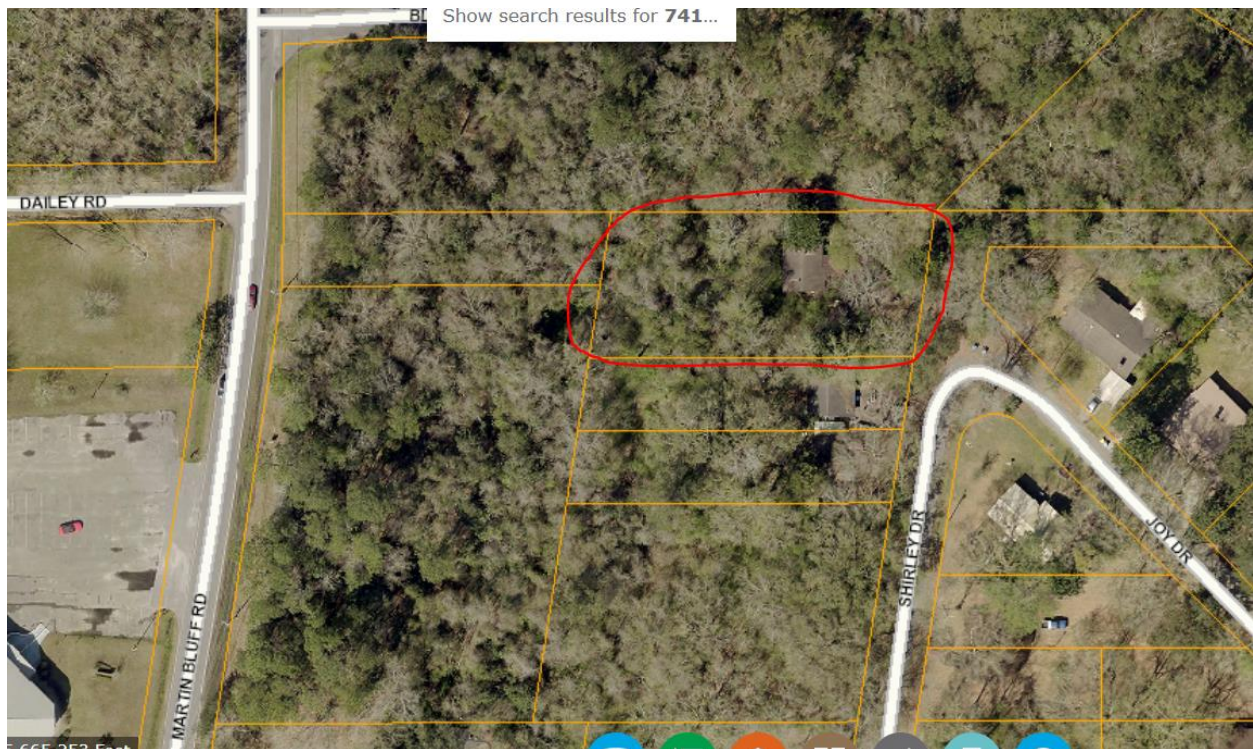
The Code Enforcement office requests that City Council approve this abatement of 7419 Shirley Dr. in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

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 and Tax Info
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Memorandum Public Hearing



Property Link

JACKSON COUNTY, MS

Current Date 7/ 2/2025

Tax Year 2023
Records Last Updated 7/ 1/2025

PROPERTY DETAIL			
OWNER	CHARLTON HAROLD RAY		ACRES : .51
	7419 SHIRLEY DR		LAND VALUE : 17746
			IMPROVEMENTS : 21573
	GAUTIER MS 39553		TOTAL VALUE: 39319
			ASSESSED : 5898
PARCEL	85433005.000		
ADDRESS	7419 SHIRLEY		
TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	297.02	297.02	0.00
CITY	253.61	253.61	0.00
SCHOOL	281.33	281.33	0.00
PENALTY & OTHER	123.13	123.13	0.00
TOTAL	955.09	955.09	0.00
LAST PAYMENT DATE 8 / 26 / 2024			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL LOTS 10 & 11 HASTINGS SINGING		

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 JULY 15, 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:

7419 SHIRLEY DR.

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

June 30, 2025

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

TO: Harold Charlton
7419 Shirley Dr.
Gautier, MS 39533

Re: Notice of Public Hearing
7419 Shirley Dr.

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **7419 Shirley Dr., Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **July 15, 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: July 1, 2025
Subject 7419 Shirley Dr. (Clean & Demolish)

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 clean the property, to remove the rubbish, trash, and debris, and to remove a dilapidated structure from the abandoned property at 7419 Shirley Drive.

DISCUSSION:

The Code Enforcement office has had a case on this property since March 8th, 2022, for it being a blighted and abandoned property. There has been no water account associated with this property since April 2023. Property taxes are in arrears by one year. As can be seen from the enclosed photos, the property appears to be inhabited by vagrants. There is a dilapidated house on the property that appears to be collapsing, to have termite damage, and is beyond any reasonable repairs.

Due to the length of Code Enforcement history on this property and the menace it is posing to the Martin Bluff and Hickory Hills communities, the decision has been made to remove all rubbish, trash, and debris from this property and to demolish the unsafe structure. Demolishing the structure should help secure surrounding area from additional vagrancy.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement of 7419 Shirley Dr. 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
2. Parcel Information
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter











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CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:

July 15, 2025

Title:

Consideration for Abatement at 7417 Bluff Point Road, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 7417 Bluff Point Road, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 June 17, 2025, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 7417 Bluff Point Road, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 7417 Bluff Point Road, Gautier, MS 39553, by removing all rubbish, trash, and debris from the unsafe property, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/08/2025
Subject: Consider Abatement of 7417 Bluff Point, Gautier, MS (Cody Dickerson/Jeremy Dickerson)

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 clean the property, to remove the rubbish, trash, and debris from the abandoned property at 7417 Bluff Point Rd.

BACKGROUND:

DISCUSSION:

The Code Enforcement office has had a case on this property since March 8th, 2022, for it being a blighted and abandoned property. As can be seen from the enclosed photos, the property appears to be inhabited by vagrants. Since June 2025, there have been 3 new citizen complaints filed against the property with the code enforcement office. There is a dilapidated house very close to the property that appears to be collapsing, to have termite damage, and is beyond any reasonable repairs. Vagrants have been known to reside in that house and to haul trash from local garbage bins to leave it on adjacent lots. The accumulation of trash on this Bluff Point Rd. lot and the adjacent lot on Shirley Dr. is both a health hazard and an environmental hazard.

Due to the length of Code Enforcement history on this property and the menace it is posing to the Martin Bluff and Hickory Hills communities, the decision has been made to remove all rubbish, trash, and debris from this unsafe and blighted property.

RECOMMENDATION:

The Code Enforcement office requests that City Council approve this abatement of 7417 Bluff Point Rd. 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 and 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 **7/ 1/2025**

Tax Year 2023

Records Last Updated **6/30/2025**

PROPERTY DETAIL		
OWNER	DICKERSON CODY DON ALLEN	ACRES : 3.57
	16300 CULBERT RD	LAND VALUE : 50346
		IMPROVEMENTS : 101473
	MOSS POINT MS 39562	TOTAL VALUE: 151819
		ASSESSED : 22773

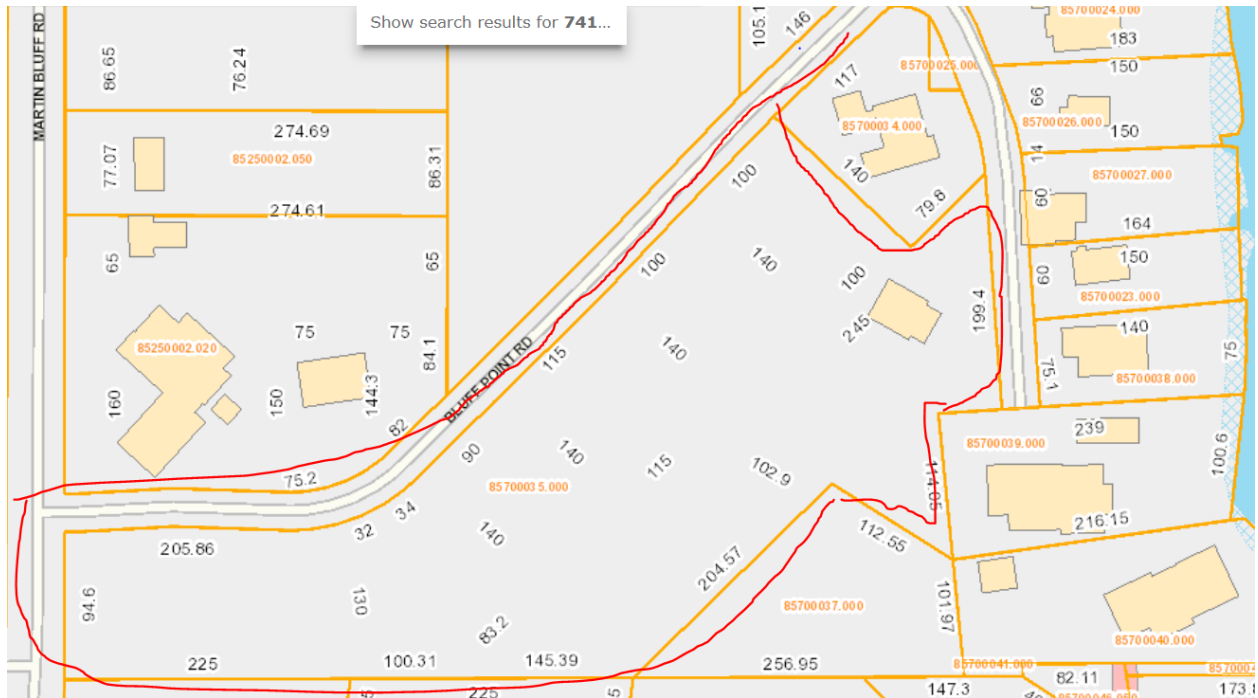
PARCEL 85700035.000

ADDRESS 7417 BLUFF POINT

TAX INFORMATION			
YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	1146.85	1146.85	0.00
CITY	979.24	979.24	0.00
SCHOOL	1086.27	1086.27	0.00
TOTAL	3212.36	3212.36	0.00

LAST PAYMENT DATE 1 / 31 / 2024

MISCELLANEOUS INFORMATION



	Case Number 	Main Address 	Case Type 	Assigned To 	Case Status 	Open Date 	Closed Date
	CODE-002504-2022	7417 MARTIN BLUFF	Code	Fagan,Patrick	Resolved	3/8/2022	3/8/2022
	CODE-004652-2023	7417 BLUFF POINT	Code	Fagan,Patrick	Resolved	5/9/2023	5/9/2023
	CODE-006406-2024	7417 MARTIN BLUFF	Code	Fagan,Patrick	Resolved	7/12/2024	7/16/2024
	CODE-008413-2025	7417 BLUFF POINT	Code	Fagan,Patrick	Active	6/11/2025	



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 July 15, 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:

7417 Bluff Point Rd

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

"Nature's Playground!"

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



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

CITY OF GAUTIER

Nature's Playground

June 11, 2025

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

TO: Cody Dickerson/Jeremy Dickerson
16300 Culbert Rd.
Moss Point, MS 39562

Re: Notice of Public Hearing
7417 Bluff Point Rd

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **7417 Bluff Point, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **July 15, 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: July 1, 2025
Subject 7417 Bluff Point (Clean Only)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor, and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to clean the property, to remove the rubbish, trash, and debris from the abandoned property at 7417 Bluff Point Rd.

DISCUSSION:

The Code Enforcement office has had a case on this property since March 8th, 2022, for it being a blighted and abandoned property. As can be seen from the enclosed photos, the property appears to be inhabited by vagrants. Since June 2025, there have been 3 new citizen complaints filed against the property with the code enforcement office. There is a dilapidated house very close to the property that appears to be collapsing, to have termite damage, and is beyond any reasonable repairs. Vagrants have been known to reside in that house and to haul trash from local garbage bins to leave it on adjacent lots. The accumulation of trash on this Bluff Point Rd. lot and the adjacent lot on Shirley Dr. is both a health hazard and an environmental hazard.

Due to the length of Code Enforcement history on this property and the menace it is posing to the Martin Bluff and Hickory Hills communities, the decision has been made to remove all rubbish, trash, and debris from this unsafe and blighted property.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement of 7417 Bluff Point Rd. 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
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter











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

Council Meeting:
Title:

July 15, 2025
Consideration for a Property Owner initiated Rezoning of Property from R-1 Low Density Single Family Residential to PUD Planned Unit Development, and to amend the previously approved PUD Plan, located on Old Spanish Trail, Gautier, MS (GPC #25-27-RZ)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a Property Owner initiated Rezoning of Property from R-1 Low Density Single Family Residential to PUD Planned Unit Development, (GPC #25-27-RZ) (PID #82438110.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 000-2025

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF PROPERTY LOCATED ALONG THE SOUTH SIDE OF OLD SPANISH TRAIL FROM A R-1 LOW DENSITY SINGLE FAMILY RESIDENTIAL TO PLANNED UNIT DEVELOPMENT (PUD); GENERALLY DESCRIBED AS PID# 82438110.000; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Mississippi Code Annotated Section 17-1-17.

SECTION 2. PROCEDURAL HISTORY.

A public hearing was held before the Gautier Planning Commission on June 5, 2025, and the Commission recommended that Council approve a re-zone of the relevant property from R-1 to Planned Unit Development (PUD).

SECTION 3. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID 82438110.000, which is located at Old Spanish Trail, Gautier, MS.

SECTION 4. FINDINGS OF FACT.

The City Council finds, based on the record and evidence presented, there exists clear and convincing evidence that the character of the surrounding area has changed to such an extent as to justify rezoning and there is a public need for additional property to be zoned in accordance with the request. As such, the City Council finds that the complete property should be rezoned from R-1 to Planned Unit Development (PUD), as more fully defined in the attached application.

SECTION 5. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to reflect a change of classification from R-1 to Planned Unit Development (PUD) for the property identified as Jackson County Parcel No. 82438110.000, as hereby approved in the attached PUD Plan.

SECTION 6. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

Codification Instructions: Not Codified.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/24/2025
Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at PID #82438110.000, Old Spanish Trail, from R-1 Low Density Single-Family Residential to PUD Planned Unit Development, and to amend a previously approved PUD Plan for PID #82438100.125 & #82438100.000. (GPC Case No. 25-27-RZ)

REQUEST:

The Planning Department has received a request from Elliott Land Developments, LLC for a Rezoning of property located at PID #82438110.000, Old Spanish Trail, from R-1 Low Density Single-Family Residential to PUD Planned Unit Development, and to amend a previously approved PUD Plan for PID #82438100.125 & #82438100.000. The application fee of \$300 was paid on April 22, 2025. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

Location: Old Spanish Trail, PID #82438110.000, #82438100.125 & #82438100.000. (See Exhibit A)

Existing Zoning: PID #82438100.125 & #82438100.000 is PUD Planned Unit Development, PID #82438110.000 is R-1 Low Density Single-Family Residential. (See Exhibit B)

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which compliment the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

Provide substantial buffers and transitions between areas of different land use and development densities;

Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;

Counteract urban monotony and congestion on streets;

Promote architecture that is compatible with the surroundings;

Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and

Promote and protect the environmental integrity of the site and its surroundings and provide suitable design

responses to the specific environmental constraints of the site and surrounding area.

DATA AND ANALYSIS:

Property requested for Rezoning: Old Spanish Trail, PID #82438110.000. (PID #82438100.125 & #82438100.000, Old Spanish Trail, - amendment of previously approved PUD plan)

Location: Ward 1

Current Zoning of the Request Property: R-1 Low Density Single-Family Residential (Property for PUD plan amendment zoned PUD Planned Unit Development)

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Very Low Density Residential. (See Exhibit D)

Surrounding Zoning: R-1 Low Density Single-Family Residential to North, South, East & West

HISTORY:

All the subject property is vacant. PID #82438100.125 & #82438100.000 were rezoned from R-1 Low Density Single-Family Residential to PUD Planned Unit Development in April 2019. Although the zoning remains PUD, the applicant never proceeded with the PUD plan that was approved.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

There was a mistake in the original zoning; **or**

The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the rezoning of PID #82438110.000 from R-1 Low Density Single-Family Residential to PUD Planned Unit Development and approve the amended PUD plan for PID #82438100.125 & #82438100.000 with the following changes: 1) a requirement for an undisturbed 70' buffer on the south and west property lines adjacent to residential areas; and 2) no connection to any other neighborhood or streets allowed except for Old Spanish Trail.

The City Council may:

Approve to Rezone the subject area #82438110.000 from R-1 Low Density Single-Family Residential to PUD Planned Unit Development and amend the PUD plan for #82438100.125 & #82438100.000; or

Deny the Rezoning and PUD plan amendment.

ATTACHMENTS:

1. Excerpt GPC Meeting 6.5.25 (
2. Complete Packet 25-27-RZ

Excerpt from June 5, 2025, Planning Commission Meeting:

The Planning Department has received a request for a Property Owner Initiated Rezoning of Property located at PID #82438110.000, Old Spanish Trail, from R-1 Low Density Single-Family Residential to PUD Planned Unit Development, and to amend a previously approved PUD Plan for PID #82438100.125 & #82438100.000. (GPC Case No. 25-27-RZ)

Scott Ankerson, Planning Director, gave a brief overview of the case. He reminded Commissioners that this property was rezoned to a PUD Planned Unit Development in 2019. The Ordinance requires that when a property is zoned to PUD, the applicant has to present the PUD plan which is approved along with the rezoning. Since the applicant is not following the original approved PUD, they are asking to amend the original PUD agreement and request to add a parcel to that PUD zoning which is currently R-1. The new parcel is the parcel on the east side of Ocean Estates. The parcels on the west side of Ocean Estates were previously approved for a PUD plan and they are asking to amend that original plan. The amendments could be a change in setbacks, lot sizes, etc. Everything is described in the application.

Josh Danos, City Attorney, explained that they are asking for two separate actions. One is the approval of the new PUD plan for the old parcels, and the second is to rezone the east parcel with the new plan.

Chairman Jamison asked if the Commission denied the request, could they still build the original PUD on the west side of Ocean Estates.

Mr. Danos said they could not because the original PUD plan had expired.

Mr. Ankerson stated that the applicant had three years to proceed with the approved PUD plan, or the PUD overlay is removed and the property reverts back to its original zoning, according to the UDO.

REQUEST:

The Planning Department has received a request from Elliott Land Developments, LLC for a Rezoning of property located at PID #82438110.000, Old Spanish Trail, from R-1 Low Density Single-Family Residential to PUD Planned Unit Development, and to amend a previously approved PUD Plan for PID #82438100.125 & #82438100.000. The application fee of \$300 was paid on April 22, 2025. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation

to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: Old Spanish Trail, PID #82438110.000, #82438100.125 & #82438100.000. (See Exhibit A)

2. Existing Zoning: PID #82438100.125 & #82438100.000 is PUD Planned Unit Development, PID #82438110.000 is R-1 Low Density Single-Family Residential. (See Exhibit B)

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which compliment the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

UDO 5.3.17 PUD, Planned Unit Development - Purpose and intent. The PUD zoning district is applied to specific areas to encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

- A. Provide substantial buffers and transitions between areas of different land use and development densities;*
- B. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces;*
- C. Counteract urban monotony and congestion on streets;*
- D. Promote architecture that is compatible with the surroundings;*

- E. Buffer differing types of land use and intensities of development from each other so as to minimize any adverse impact which new development may have on existing or zoned development; and*
- F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

DATA AND ANALYSIS:

Property requested for Rezoning: Old Spanish Trail, PID #82438110.000. (PID #82438100.125 & #82438100.000, Old Spanish Trail, - amendment of previously approved PUD plan)

Location: Ward 1

Current Zoning of the Request Property: R-1 Low Density Single-Family Residential (Property for PUD plan amendment zoned PUD Planned Unit Development)

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Very Low Density Residential. (See Exhibit D)

Surrounding Zoning: R-1 Low Density Single-Family Residential to North, South, East & West

HISTORY:

All the subject property is vacant. PID #82438100.125 & #82438100.000 were rezoned from R-1 Low Density Single-Family Residential to PUD Planned Unit Development in April 2019. Although the zoning remains PUD, the applicant never proceeded with the PUD plan that was approved.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the “Criteria for Approval” from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

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

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the subject area from C-3 Highway Commercial to PUD Planned Unit Development; or
2. Recommend that City Council deny the Rezoning.

Chairman Jamison asked for clarification of the present zoning.

Mr. Danos said the west side is a PUD with no plan. He explained that it is still zoned a PUD because Council never took action to revert it back to R-1. Because the PUD plan has expired, they can’t build it out as a PUD until they get a new PUD plan approved.

Mr. Ankerson explained that if anyone wanted to build on it right now, they would have to build to the standards of an R-1, which is what the underlying district was.

Chairman Jamison asked the applicant to present his case.

Donovan Scruggs, representative for Elliott Land Developments, said the applicant plans to develop the three parcels as a PUD to be known as Seagrass East and Seagrass West. In addressing the change in the character of the surrounding area for the zoning change for the east parcel, he said the area had changed a good bit over the years. After Hurricane Katrina, Ocean Estates was constructed, as well as Fairfield Place. In more recent years in the unincorporated area, Palmetto Pointe has expanded. The growth near the Ocean Springs High School has brought more homes and traffic to the area. The PUD plan that is proposed is called a Conservation Subdivision which means making the lots somewhat smaller but in doing so actually leaves more of the wetlands and natural landscape. The original PUD showed 332 dwelling units on 88 acres. The current PUD plan only has 273 lots on 88 acres which is more compact and has more green space. He noted that there may be some concern about the connecting point to Fairfield Place on the west side. He had heard that some residents of Fairfield Place had concerns that the connection to their neighborhood may not be good thing. Fairfield Place was constructed around 2008 or 2009 and had dead end stub streets that were

intended to connect to future phases which did not happen. He said they had no issue if the connection was not wanted.

Mr. Danos stated that part of the reason for that exit was their intention to comply with our Fire Code. He advised that they had spoken with the Fire Chief and he does not need that exit now.

Mr. Scruggs said it would be a good idea to keep a pedestrian gate that would allow residents to go back and forth without having to walk down Old Spanish Trail with all the traffic.

Mr. Scruggs said the lot sizes are fairly consistent with the original PUD plan. The PUD plan does provide buffer areas between all adjoining properties with the exception of where they were going to tie into Lindsey Lane.

Chairman Jamison asked about the provided information saying the houses would be between 1500 and 4000 square feet. She noted that 4000 square feet is a very large home.

Mr. Scruggs said he anticipated that the majority of the homes would most likely be a little over 2000 square feet. Plans have a few homes for 4000 square feet. Most of the houses will be built as they are sold. There will be some spec houses built. In addressing the public need, he said there is a need to keep people inside the incorporated area. Over the last few years some of the unincorporated areas have grown faster than the incorporated areas. He noted that they have expanded the amount of property and reduced the number of units from the original plan.

Chairman Jamison asked which school district the development would be in.

It was determined that the west parcels would be in the Ocean Springs School District and the east parcel would be in the Gautier School District.

William Kerner, 5713 Old Spanish Trail, stated that he had a paper from the Corp of Engineers on the project. The project is for 105 acres. Over 100 acres are considered wetlands by the Corp of Engineers. The applicant wants to fill in 75 acres of that. With 320 additional concrete slabs and concrete drives, the retention ponds will not hold back the water during a tropical storm or hurricane. He was also concerned with the smoke that they would be breathing with the clearing, etc. He felt the Ocean Springs School District should know about the number of houses that would be built in their school district because it would affect them.

Tommy Krumland, 5821 Perdido Key Lane, said that each house on his road is a two acre lot. A lot of people in the area were against the original PUD plan but didn't want to fight so they asked for a buffer between their subdivision and the PUD. Having 300 homes across the street is not something they want, but there might something they all can agree on to help the situation such as buffers, etc. There are canals or drainage

areas to the south that are not being maintained. Could they be made to maintain them, because the runoff from the PUD will be substantial.

Justin Lovorn, 5836 Perdido Key Lane, asked for clarification as to what the applicant is asking for. He understood that they were asking for a rezoning from R-1 to their PUD plan on the eastern portion, but he was a little confused about the western portion. The way he reads the UDO is if they sit on their hands for three years, like they did, it says that it shall revert back to what it was previously. It doesn't say it shall revert back on action of the board or council. It appears to him that it has reverted back to R-1, and they are not just asking to amend the previous PUD but to rezone R-1 into a PUD and accept the new PUD plan. He also said it was his understanding that they could not build the original PUD plan now.

Mr. Danos said the Ordinance does say that the zoning shall revert back, and in his opinion, it takes Council action. His understanding of the zoning law is that you can't set up a temporary rezoning. He agrees that the plan expires and goes away after three years, but he doesn't believe under Mississippi law, regardless of what the Ordinance says, that you can have a temporary zoning district. He also advised that it was a PUD zone without a plan, so if they were to build it would be under the regular R-1 regulations.

Mr. Lovorn said that he was at the meeting to object. He said that one of the main reasons his family moved to Perdido Key Lane was because it was more secluded. It is a part of Gautier that makes you feel you are kind of out in the country, but still close to home. Having this neighborhood of 300+ houses placed literally in his backyard, will 100% take away part of the reason he wanted to be where he is. He is concerned about flood mitigation because his yard already holds water, and he feels that all the water from the new houses will go to his property. He does not feel there is a public need, or that the two small neighborhoods constitute a change in the area as a whole. There has not been a change in the area in over 20 years. The stub streets off Fairfield Place that were mentioned were for more houses to be built, but that hasn't happened. When the original PUD request was presented in 2019 it was said that there was a need for more housing, but nothing has been built. If the PUD presented is developed there will probably be more than 600 cars using the thoroughfare through Fairfield Place and Old Shell Landing which would mean more traffic and damage to roads. How much of a buffer will there be, and will it be trees or what. There will also be noise pollution as a result of 300+ families moving in.

Mr. Ankerson explained that with the underlying zoning of R-1 they would be able to build 1325 square foot houses throughout the subdivision. The lot sizes would also be more restrictive. Also, under our building code and our adopted Stormwater Runoff Ordinance they would be required to put in retention that would have to be designed for a 25-year storm. Pre-development runoff and post-development runoff would have to be equal.

Bri Stiglets, 3304 Rachel Lane, said she lives at the corner where the connecting road would be and that it will cause a lot of complaints for them. The drainage ditch that goes

through the back of the neighborhood goes right on their property line. There are privacy issues because they are used to having a very calm, private, quiet neighborhood that is safe for their children. Adding an additional 700 cars through their area would be a major concern. Also getting rid of the current buffer would take away from the entire aesthetic of the neighborhood. The new plan takes away any kind of conservation, wetland drainage or shade.

Delenia Wright, 3304 Joy Lane, said she agrees with everything that has been said. She is highly against it because bringing in 700 cars through their neighborhood really raises concerns about her children's safety. When there is a heavy rainfall, her yard holds water even though it has a drain because it backs up after a while. Her main concern is the safety of the children.

Tom Nichols, 2804 Fairview Drive, said that drainage is an issue all over Gautier, including his road.

James Allen, 2904 Old Shell Landing Road, said he built here in 1992. His property backs up to the drainage ditch of Ocean Estates and when it flows over he has about a half-acre of water on his property. His main concern is the traffic. During school season on Hwy 57 and Greyhound Road it takes him 45 minutes to get to Magnolia Park School every day because of traffic. Adding this many houses is only going to make all that worse.

Jennifer Wainwright, 2508 Old Shell Landing Road, said that when she comes in on Hwy 57 the traffic is horrible and adding 300 more houses with 2 cars at each house is going to make it worse. The children from the majority of those houses are going to go to Ocean Springs schools so where are the taxes going to go. This development does not sound like it is going along with the Comprehensive Plan. She also agrees with the other issues mentioned.

Chairman Jamison said the school taxes would go to Ocean Springs and the property taxes to Gautier.

Kimberly Greenway, 5801 Perdido Key Lane, said she built there in 2003 and her property backs up to the PUD property. She said there is a drainage problem there. She thinks one hundred houses or less would be okay. She is really wondering how many trees they will leave, how much of a buffer, etc. Is she going to see all those houses from her backyard or is she going to see what she always sees? She is also concerned about wildlife displacement. Right now, she can sit outside and see foxes, deer, armadillos, rabbits, birds, and even sandhill cranes sometimes. Are they going to lose all of this? Gautier is supposed to be Nature's Playground.

Thomas Hay, 3208 Joy Lane, said his lot is a third of an acre and the lots being proposed are roughly 6500 square feet. Almost three of those lots will fit on his lot. He asked what the minimum size lot for R-1 was.

Mr. Ankerson told Mr. Hay that the minimum square footage for a lot in an R-1 district is 9600.

Mr. Hay stated again about how small the proposed lots were. He also said the traffic was a nightmare and this would just add to the problem. He said there was a survey done in his neighborhood and 95% of the people that returned the survey opposed the PUD. There were only a few that did not return the survey.

Gina Hosie, 5709 Old Spanish Trail, said in addition to what had been said her concern was if we have infrastructure in place for emergency services to support the additional people in the community. She added that the traffic is already extremely bad.

Randy Williams, 3522 Old Shell Landing Road, said he was opposed, and he agrees with what everyone had said. His main concern is that the entire southern half of the proposed west PUD would decide every morning to drive to Ocean Springs High School through Joy Lane to Old Shell Landing Road which would be right past his house. Old Shell Landing Road already has a ton of traffic on it and having an additional 500 to 600 cars on it would not be good for the neighborhood.

Chairman Jamison asked Mr. Williams if the PUD did not have an entrance into that neighborhood would he be okay with it.

Mr. Williams said he would be better with it. He does not abut directly to the property so he wouldn't have to look out his back door and see 300 houses. Personally, his main concern is the tying into Joy Lane and Old Shell Landing.

Lorenzo Cook, 2900 Old Shell Landing Road, said if 300+ homes were put in a red light would be needed, and Old Shell Landing Road would need to be widened. He said Old Shell Landing Road was already too narrow. It is hilly and curvy and dangerous.

Chad Arnold, 5220 Old Spanish Trail, said when he came to the meeting he wasn't really for or against the PUD. He just wanted to hear what was planned. He said the company just wants to make as much money as they can. The PUD doesn't go with what the people want long term. He is tired of the traffic and speeding that is already on Old Spanish Trail. He said bigger homes and lots, like in Shell Landing, is what should be built because it would benefit everyone in the future, not this short term make the money and go. He is not against it but does feel there should be more thought put into the long-term future.

Chairman Jamison said she respected everyone's opinions. She has spoken to a lot of Gautier citizens recently and although they want economic development nobody wants Gautier to turn into Ocean Springs. The amount of houses proposed does concern her because Old Spanish Trail is very populated and she can see where the extra traffic would cause a problem. She isn't concerned about the drainage because she knows the Army Corp of Engineers is going to make them supply enough drainage to handle this neighborhood. Gautier does need more homes which will add to the tax base. People

that move into these neighborhoods with smaller lots usually want smaller yards. Also, she said she would never agree to allow the PUD to connect into the existing smaller subdivision. She stated that the wildlife displacement was something she hadn't thought about.

Commissioner Hoover said that this is a lot of houses for a small area, and you do have to think about the traffic. He said he loves to drive Old Spanish Trail when he goes to Ocean Springs, but he picks his time accordingly because traffic is insane. He can't imagine another 400 to 500 cars coming in and out of that area. Although he agrees that Gautier needs the tax base, he doesn't know if we need 328 houses in that small area. As for the drainage, that is a lot of land being taken up that would normally be absorbing water.

Commissioner Hudson said we need to understand the laws of wetlands and how they have to be replaced. He noted that some said they didn't want to be like Ocean Springs, and some said they did. He understands both sides though most of us like to eat and shop in Ocean Springs. He said we need to remember that COVID 19 prevented some development. Ocean Springs has grown by making some concessions. This tax base will help the City of Gautier. If we are claiming to be on the rise of development, we will have to make some concessions. The people talking about not wanting people living so close to them have other options. He advised the developer to hear the voice of the people and possibly present some options, based on how the Commission votes. He stated that he is for the growth of Gautier, but not at all costs.

Commissioner Ward said he concurs with what Commissioner Hudson said about not having people living next door to you. Unfortunately, that is the world we live in. Although it is uncomfortable to hear, this is part of what growth and development is. He does not like the plan they have because there is too much variable about the houses that are going to be in there. He would like to see a better plan, and traffic studies. He does not want extra cars turning into Old Shell Landing Road from the PUD. He isn't opposed to development, but we need a great plan when we get ready to develop.

Mr. Scruggs said he had heard a lot of "they" and "them", and "they didn't do it then", but Elliott Homes did not own this property in 2019. They bought it in 2025 to develop it. He said after someone asked how many houses could be built in an R-1 district he did the math. You could have three hundred fifty-two 9600 square foot lots and that is providing some room for roadways. When people talk about looking out and seeing 300 houses, they won't actually be looking at 300 houses because that is 300 over 80 acres. They will not all be on the Old Shell Landing side. They will happily leave a 50' buffer between this development and all the adjacent properties. He said if you looked at the picture in his presentation you can see that some of the distances between houses and the parcel property line are 100 to 200 feet. He said they would probably not build many 4000 square foot homes, nor will they build many 1400 square foot homes. Most will probably be about 2000 square feet. This will be market rate housing, not affordable housing as someone mentioned earlier. They will want to build the biggest house they can on the lot to increase their overall margins. Some of the flooding that is out there

right now is probably because retention ponds were not required for other developments. He doesn't think there are retention ponds around Ocean Estates or Fairfield Place. This project will have retention ponds which will probably collect water from adjacent properties. Someone mentioned looking at the future not the short term, and he agrees 100% which is why he looked at the Comprehensive Plan. The Comprehensive Plan says conservation subdivisions are a way to actually save natural landscape. It will not be a problem to get rid of the road connection to Lindsey Lane, and they will add a 50' buffer around the property. They can revise the plan before it goes to City Council if they need to. Mississippi State Law says that once the City Council approves a change in the character of the neighborhood, and rezones a parcel, they have to go back and say there has been another change in the character of the neighborhood and what was approved previously no longer applies and then it changes back.

Commissioner Hudson asked if the developer could make some concessions regarding citizen concerns. Everyone seems to want growth and privacy. There has to be some way to meet in the middle. He asked Mr. Ankerson and Mr. Danos if he could make changes to the request or would the developer have to do that.

Chairman Jamison asked the same question because the Commission is only given the option to deny or approve. There is not an option to make changes.

Mr. Danos said he would first ask the developer if he would agree to the changes on the PUD plan amendment.

Mr. Scruggs said they could do a 70' buffer around the adjacent properties. He asked if he could redo the plan with the stipulations for the City Council so they could vote on the plan and not have to vote on the stipulations. They can just adopt the plan.

ACTION TAKEN:

Chairman Jamison made a motion to recommend that the City Council approve the rezoning of PID #82438110.000 from R-1 Low Density Single-Family Residential to PUD Planned Unit Development and approve the amended PUD plan for PID #82438100.125 & #82438100.000 with the following changes: 1) a requirement for an undisturbed 70' buffer on the south and west property lines adjacent to residential areas; and 2) no connection to any other neighborhood or streets allowed except for Old Spanish Trail.

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

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

**ABSENT: William Davis
Ricky Decoteau**

Motion passed.

Mr. Scruggs asked that the request be placed on the July 1, 2025, City Council meeting, to give him time to make the revisions requested.

Mr. Danos advised Commissioners that we would be ordering the transcript so that Council will have the full benefit of reading everything that was discussed.

GPC Case 25-27-RZ

Property Owner Initiated Rezoning
and Amendment to Previously Approved PUD

Meeting held before the Gautier Planning
Commission, in the Council Chambers,
3300 Highway 90, Gautier, Mississippi,
on Thursday, June 5th, 2025

PLANNING COMMISSION MEMBERS PRESENT:

Kay Jamison, Chair
Josh Ward (Via phone)
Chris Hoover
Maurice Hudson

ALSO PRESENT:

Scott Ankerson, Planning Director
Barbara Logan, Planner
Joshua Danos, Esquire

1 MS. JAMISON: All right. Last case.

2 Consider for a Dollar General -- no, I'm
3 just kidding.

4 Consider a request for a property owner
5 initiated rezoning of property located at
6 PID Number 82438110.000, Old Spanish Trail, from
7 R-1, low-density single-family residential to a
8 P-U-D, PUD, planned unit development, and to amend
9 a previously approved PUD plan for PID
10 82438100.125 and 82438100.000, GPC Case Number
11 25-27-RZ.

12 This is a public hearing. All
13 statements need to be true and accurate for the
14 record.

15 Scott, if you'll give us an overview.

16 MR. ANKERSON: Yes, ma'am.

17 The Planning department has received this
18 request from Elliott Land Developments, LLC, for
19 this rezoning of the property. The application fee
20 of \$300 was paid on April 22nd, 2025. Also, notice
21 requirements have been met.

22 Included in your packet, some background
23 on the property, but I will remind Planning
24 Commission -- I'm not sure if everybody on the
25 Commission was actually part of the Commission when

1 this was rezoned to PUD, I think, in 2019.

2 MS. JAMISON: Yeah, I was. I'm not sure
3 if they were.

4 MR. ANKERSON: So I think you're
5 familiar -- most -- some of you are familiar with
6 the rezone that was approved in 2019.

7 So this is basically similar to that
8 situation. Rezoning to a PUD. They're
9 changing -- so the ordinance requires when a
10 property is zoned to PUD, they have to present the
11 PUD plans. The PUD plan is, you know, approved
12 along with this process.

13 If that PUD is not followed through
14 with -- if they -- the current applicant doesn't
15 build a PUD, then basically it reverts back to
16 R-1, and this is an overlay district, is how the
17 ordinance describes it.

18 So they're changing -- they're not,
19 they're not following the exact PUD that was
20 approved. So what we're doing here is we're
21 asking basically to amend that PUD, and then they
22 also added a parcel -- or they're requesting to
23 add a parcel to that PUD development, which would
24 be from R-1 to PUD. It's currently R-1.

25 MR. DANOS: Which required the rezoning,

1 so they're asking for two separate actions:
2 Approval of the PUD plan for the whole parcel and
3 then a complete rezone with the new plan for the
4 new parcel. I think I said that right.

5 MR. ANKERSON: Yes. And the new parcel.

6 MS. JAMISON: And that includes both
7 sides on both sides of Ocean Estates?

8 MR. ANKERSON: Yes. The new parcel that
9 they're asking to incorporate into this PUD would
10 be the parcel on the east side of Ocean Estates.

11 MS. JAMISON: Okay. And then the west
12 side is what we approved prior.

13 MR. ANKERSON: The west side was prior
14 -- was previously approved that they're asking for
15 the amendment of that PUD. Whether that be in the
16 way of setbacks or lot size, you know, it's all
17 described in the application.

18 MS. JAMISON: But it's already approved
19 as a PUD.

20 MR. ANKERSON: The zoning has been
21 approved for a PUD, yes.

22 MS. JAMISON: So just this new one is
23 not approved -- that's a PUD -- yet and they're
24 going to make modifications to the existing one?

25 MR. ANKERSON: Right. And that parcel

1 will be included in -- in this PUD, you know, what
2 they're asking for as far as the requirements of a
3 PUD.

4 MS. JAMISON: Because if we don't -- if
5 we denied this, they could still build a PUD on
6 the right side following the guidelines of the
7 previous PUD that was approved on the west side?

8 MR. DANOS: No. No. No, ma'am. The
9 PUD plan has expired.

10 MS. JAMISON: Okay.

11 MR. ANKERSON: They had three years to
12 do it and they never did so -- so basically the
13 overlay comes off and it reverts back to R-1.

14 MS. JAMISON: Okay. So it's back to
15 R-1. Okay.

16 MR. ANKERSON: It hasn't been changed
17 officially on the zoning map yet, but the
18 ordinance does describe it as three years, no
19 progress made, it reverts back to R-1.

20 MS. JAMISON: Okay. All right.

21 MR. ANKERSON: That being said, I've
22 included, you know, all the parcel information,
23 the land use, future land use designations in your
24 packet for your review, some history on the
25 property, which we've just spoken about; the

1 review criteria for the rezoning, which is A and
2 B, either a mistake in the zoning or character of
3 the surrounding area has changed to the extent to
4 justify the public need for the rezoning.

5 Staff recommendation is if granting
6 approval, Planning Commission shall record that
7 the evidence presented does meet the criteria from
8 the UDO.

9 Based on the review criteria established
10 in 4.1.5, the ordinance, the appropriateness of
11 the request, relevant criteria, the Commission may
12 recommend City Council may approve to rezone
13 Parcel Number 82438110.000 from R-1 low-density,
14 single-family residential to PUD, planned unit
15 development, and approve the amended plan for
16 Parcel Number 82438100.125 and Number
17 82438100.000, or Planning Commission may recommend
18 City Council deny the rezoning and the amended PUD
19 plan.

20 I, again, included the four-pack maps
21 for your review with the application. There's a
22 lot of information in this application from the
23 applicant. He's also here, a representative,
24 to answer your questions.

25 MS. JAMISON: Okay. So that's what --

1 you said the existing zone has not been updated.
2 That's why I thought it was still PUD.
3 It's not, right?

4 MR. DANOS: Say that one more time.

5 MS. JAMISON: The existing zoning has
6 the original area as PUD.

7 MR. DANOS: The original -- the
8 original --

9 MS. JAMISON: The west side.

10 MR. DANOS: The west side is a PUD with
11 no plan.

12 MR. ANKERSON: It's a PUD with no plan,
13 but what I was saying was, I hadn't updated the
14 map to revert it back to R-1 from when they got --

15 MS. JAMISON: But it has reverted
16 because it's been past three years?

17 MR. ANKERSON: It's three years, past
18 three years.

19 MS. JAMISON: So it's R-1 now?

20 MR. DANOS: I think we're -- I think
21 Scott and I are saying two different things. So,
22 in my opinion, it is still a PUD because the
23 Council never took action to revert it and the
24 zoning map, accordingly, never got changed.

25 So the PUD plan has expired. They can't

1 build it out as a PUD until they get a new PUD plan
2 approved, which is what they're asking today.

3 And then they have to get a new -- they
4 have to get a totally new rezoning and PUD plan
5 approved for the east parcel number.

6 MS. JAMISON: Okay.

7 MR. ANKERSON: So -- yes. So let me
8 rephrase what I was saying so.

9 So if somebody wanted to build on it
10 right now, they would have to build to the
11 standards of an R-1, what the underlying district
12 was. The official zoning map is still PUD, but
13 there is no PUD plan that's approved. So if
14 somebody wanted to come build on it right now, by
15 right, they would have to build per the specs of
16 the underlying district, which is R-1, if that
17 makes sense.

18 MS. JAMISON: Okay. I'm just making
19 sure for the residents here that they understand
20 that whether it already can be a PUD or it can't
21 be a PUD.

22 MR. DANOS: It's complicated and the UDO
23 is --

24 MS. JAMISON: Yeah. That's why --
25 that's why I want to try to verify that, because

1 I'm sure that's what they're -- they're wondering,
2 Because, you know, if we were to deny it, that --
3 I want to make sure that he couldn't just go ahead
4 and build a PUD anyway because it's PUD. He
5 can't?

6 MR. ANKERSON: They could build --

7 MS. JAMISON: It has to be on --

8 MR. ANKERSON: They could build houses
9 on it, but they have to be built to the standards
10 of the R-1 District without approval of the new
11 PUD.

12 MS. JAMISON: Yeah. Instead of a PUD,
13 which is closer, houses closer together, things
14 like that.

15 MR. ANKERSON: Right.

16 MR. DANOS: He could build it out as a
17 residential development if you deny it today.

18 MS. JAMISON: Right. Got ya.

19 The applicant is here. You've got
20 something to show us?

21 MR. SCRUGGS: Yes. If you don't mind,
22 and I'll be out of your way, the PowerPoint.

23 MS. JAMISON: Oh, yeah. Your name and
24 address, sir, for the record.

25 MR. SCRUGGS: Yeah, most definitely. My

1 name is Donovan Scruggs at 317 Pine Drive in Ocean
2 Springs, and I'm here to represent Elliott Land
3 Development on their proposed PUD amendment and
4 their rezone.

5 I believe you have the proposed PUD
6 amendment and, of course, you've got my report
7 that goes through a lot of this information.

8 MS. JAMISON: Can the audience see on
9 that screen too?

10 UNIDENTIFIED SPEAKER: Yes.

11 MS. JAMISON: Okay.

12 MR. SCRUGGS: All right. Basically, the
13 PUD, the property includes the PUD, as both Josh
14 and Scott mentioned, to the west, and the area to
15 the east has a zone R-1. Elliott hopes to
16 basically develop these two properties or at least
17 three parcels into two different sites as a -- as
18 a PUD, Seagrass East and Seagrass West.

19 The original plan that was approved --
20 well, you've got the PUD. Then they've got the
21 proposed change here that's looking on the east
22 side of Ocean Estates.

23 The -- get into this and just tell you
24 where -- where we are. I know there's a lot of
25 folks here and there's not a lot of concern about

1 what the property is zoned or where it's going to.

2 But what the plan is, I do want to
3 address, you know, for the rezoning. We've got to
4 discuss the change in neighborhood character.

5 This area has, in my opinion, changed a good bit
6 over the years. After Katrina, the Ocean Estates
7 was constructed and so was Fairfield Place.

8 In more recent years, in the
9 unincorporated area of -- out there, you've got
10 Palmetto Point that has expanded. Brandon and
11 Elliott Homes have been very involved in that and
12 it has grown from, you know, way south of the
13 Ocean Springs High School and now it has finally
14 punched out onto Old Spanish Trail. So it has
15 continued to grow, and I think it brought more
16 traffic and more of -- you know, more homes to the
17 area. I think this is a follow-up to that. I
18 think the homes that are proposed within this
19 development are very consistent with the homes
20 you'll see in Palmetto Point.

21 The plan that we're focused on here with
22 the PUD is what's called a conservation
23 subdivision. Conservation subdivisions are talked
24 about in the Comprehensive Plan and, basically,
25 they look at it making the lots somewhat smaller,

1 but in doing so actually leaving or preserving
2 more of the wetlands and more of the natural
3 landscape.

4 So in this particular site, we would --
5 the lots may be smaller, but they're going to be
6 more compact. There will be less infrastructure,
7 less of an overall footprint in the -- in the
8 development, which would be better for neighboring
9 residents and the site itself because wetlands are
10 good for, you know, retaining water.

11 This is -- I think kind of speaks pretty
12 good volumes of what the prior PUD plan, known as
13 Hillcrest, looked like. It's the property to the
14 west that shows the purple lots. This particular
15 development --

16 MS. JAMISON: Hold on here. The TV's
17 not changing if you changed this --

18 MR. HOOVER: No, it changed. It's just
19 the print is really small.

20 MR. ANKERSON: No. It changed over
21 there.

22 UNIDENTIFIED SPEAKER: That one is not
23 changing, but this one is changing.

24 MR. ANKERSON: Oh, it changed on ours.

25 MR. HOOVER: We can see the --

1 MR. SCRUGGS: So y'all can't --
2 that's not even changed at all?

3 MS. JAMISON: It hasn't changed. No.
4 That's what I was wondering, if you were
5 actually --

6 UNIDENTIFIED SPEAKER: But this one has.

7 MS. JAMISON: I mean, I have the -- we
8 have packets.

9 MR. SCRUGGS: I've got -- this is the
10 slide so I can -- I came prepared in this case.

11 MR. HUDSON: I see that.

12 MS. JAMISON: Okay. So we're back --
13 we're on Slide 2 now.

14 MR. SCRUGGS: We should be on the slide
15 that -- let me just show you a picture.

16 MR. HUDSON: I mean, that's in our
17 packet.

18 MR. SCRUGGS: Page 3, Slide 6.

19 MS. JAMISON: Okay. I just wanted to --

20 MR. SCRUGGS: So if you look at the top
21 of Page 1, the conservation subdivision, it kind
22 of shows the way that it's laid out.

23 Traditional subdivision, you use pretty
24 much the entire footprint of the property.
25 Whereas, a conservation subdivision, it tries to

1 leave some of the areas intact.

2 When you look at Slide 6 at the bottom
3 of that page, I'm showing you exactly what we're
4 doing with Seagrass. The original PUD plan
5 included 332 dwelling units on 86 -- 88 acres.

6 The current PUD plan only has, what, 273
7 lots on the same 88 acres, so it's -- not only is
8 it more compact, fewer lots and is -- you know,
9 compared to the amount of green space on the new
10 plan versus the other plan.

11 The other plan was basically a -- I
12 don't know how it was really considered a PUD. It
13 looked like an effort just to reduce the lot sizes
14 without really doing anything that was unique or
15 different.

16 I don't -- I'm not really sure how the
17 prior PUD plan actually met your Comprehensive
18 Plan, but I do see how the proposed PUD plan is
19 more consistent with the comp plan because it does
20 talk about the conservation subdivisions.

21 And, of course, if you look at the -- on
22 the same slide, you see the -- what we're doing.
23 The eastern development also with a good bit of
24 wetlands put aside with the conservation
25 subdivision.

1 All right. Next slide.

2 Now, the -- I understand that there may
3 be some concern about this connection point.
4 I personally, as a planner, think that having
5 connectivity between subdivisions is a good thing,
6 but --

7 MS. JAMISON: Well, hold up. Explain to
8 us where it's connecting because I don't see how
9 it can connect. Ocean Estates is between it.

10 MR. SCRUGGS: No, ma'am. This is the
11 western plan that would connect to Fairfield.

12 MS. JAMISON: Okay.

13 MR. SCRUGGS: The two -- I'm sorry.
14 Yeah. The two subdivisions, the two tracts on
15 Seagrass will not connect. Ocean States is in the
16 middle.

17 MS. JAMISON: Okay. Okay. I got ya. I
18 got ya.

19 MR. SCRUGGS: I do believe that there
20 have been some concerns raised by some folks in
21 Fairfield that the connection point between the
22 western subdivision and Fairfield may not be a
23 good fit. It's on Lindsey Lane, but that -- when
24 Fairfield was actually laid out back in '08 or
25 '09, it had a lot of dead-end stub streets that

1 were intended to connect to future phases. Well,
2 those future phases did not happen, and those stub
3 streets are all still there. This is kind of one
4 of those. It's stubbed out to go -- to be
5 connected to a future street and we're willing to
6 do that. At the same time, we're willing not to
7 do it because it --

8 MR. HUDSON: That's what I wanted to
9 ask. Is it negotiable?

10 MR. SCRUGGS: Oh, yeah. I mean, that is
11 not a deal killer to us by any stretch of the
12 imagination. In fact, we put it in assuming that
13 the City would want it, but if the City does not
14 want it, we can definitely take that out. That's
15 absolutely no issue with us. If y'all want it, we
16 can keep it in. If you don't want it, we're
17 kicking it out.

18 MR. DANOS: And I'll weigh in here for a
19 second. We reached out -- I believe the -- part
20 of the reason for that exit was their intention to
21 comply with our fire code.

22 MR. HUDSON: Egress.

23 MR. DANOS: Yes. We spoke with the fire
24 chief and he says he doesn't need that exit point,
25 for whatever it's worth.

1 MS. JAMISON: Okay.

2 MR. SCRUGGS: So, really, I don't think
3 that's a concern tonight. We can remove that
4 concern.

5 MS. JAMISON: Yeah. I mean, there's
6 another one in Ocean Springs. I forgot the name
7 of the neighborhood, but it goes into Seacliffe,
8 and so it did put a lot more traffic going through
9 Seacliffe because it's attached to it, so it's
10 similar to that.

11 Yeah. you know, I think it would be good
12 to keep an extra big gate, you know, something that
13 would allow neighborhood kids to come -- go back
14 and forth between the two subdivisions or folks to
15 walk and not have to get on Old Spanish Trail to go
16 see your friends who's really just, you know, a few
17 hundred yards away.

18 But, you know, if they want to -- but
19 that's totally -- they can deal with that later on.
20 The biggest issue would be, I think, traffic and
21 vehicles, but we can definitely do whatever y'all
22 want to do.

23 MS. JAMISON: If I'm not mistaken, we
24 don't really vote on that, right, whether they put
25 an entrance into the other thing or can we

1 stipulate that there will be no entrance into the
2 southern neighborhood?

3 We can. Okay.

4 MR. HUDSON: That would be in the
5 language, Scott?

6 MR. DANOS: That would be the amendment
7 to the PUD, to the PUD language, correct.

8 MS. JAMISON: Okay. We'll keep that in
9 mind.

10 MR. SCRUGGS: This shows the -- I'm
11 sorry. I'm now on Page 4, Slide 8.

12 Slide 7, by the way, was one that we
13 discussed, but can't get me if I didn't tell
14 y'all.

15 I'm trying to get through these at one
16 time.

17 But Slide 8 does show the proposed lot
18 sizes. The -- they are consistent with the
19 original PUD plan or fairly consistent, maybe a
20 little bit smaller. But that stated, what is good
21 about the existing PUD plan is that it does
22 provide buffer areas between all the adjoining
23 properties, with the exception of where we were
24 going to tie in with Lindsey Lane. So it is -- it
25 is a -- more separate and buffered from adjacent

1 property owners.

2 MS. JAMISON: So I've got a question on
3 that.

4 So I saw in your packet that these
5 houses are going to be ranging from 1,500 to 4,000
6 square feet.

7 MR. SCRUGGS: Yes.

8 MS. JAMISON: So like all the smaller
9 lots, they'll be the 1,500 and then like the
10 circles is where you'll put the 4,000 square feet?

11 MR. SCRUGGS: The plan does also include
12 some --

13 MS. JAMISON: Because that's a huge
14 difference.

15 MR. SCRUGGS: -- setback variances, I
16 think seven and a half feet, which allows -- will
17 allow the developer to build the larger house if
18 he can. That's probably what they want to do.
19 They want to build the houses as big as they can
20 because that's what -- square footage is what
21 sells.

22 I don't really foresee any 1,500 or
23 smaller lot sizes going in there. There's
24 two-story structures in there, you know, and
25 everything. So I anticipate the majority of the

1 homes being over 2,000 square feet.

2 MS. JAMISON: Okay. And they expect
3 4,000 square feet houses? That's pretty big.

4 MR. SCRUGGS: That's what the plans are.
5 I mean, there are some homes in there that do hit
6 that 4,000 square foot level and if somebody wants
7 that, they will certainly buy. The houses will be
8 pretty much built, you know, as they are sold.
9 There will be some spec houses built, but
10 typically with Elliott, they work on the front end
11 as to what they want to build. It's not a whole
12 bunch of --

13 MS. JAMISON: Okay. Got ya. Thank you.

14 MR. SCRUGGS: The public need is an item
15 that is required for rezoning. You know, if you
16 look at the population growth in Jackson County
17 over the past few years, the unincorporated areas
18 have grown faster than the incorporated areas. I
19 believe that both Moss Point and Pascagoula are
20 declining.

21 I know Gautier increased this past
22 Census, but I'm not sure if it was due to
23 annexation or if it was due to population growth.
24 Ocean Springs was modest. Both Ocean Springs and
25 Gautier had modest increases, but the county

1 really just is growing pretty, pretty hard.

2 So I do think that keeping, you know,
3 folks living in all of our cities is a public need
4 to support our little -- I also think this
5 rezoning will help us by lessening infrastructure
6 by doing cluster developments, not doing streets
7 that are long. Less streets mean less
8 maintenance, less plots to maintain. So I do
9 think that is a public need that's addressed here
10 and, also, it does address the historical runoff
11 and the conservation of wetlands.

12 These two next slides basically show how
13 this plan is consistent with the Comprehensive
14 Plan. Your Comprehensive Plan talks a whole lot
15 about Nature's Playground and, you know, what the
16 City is kind of founded on or at least what
17 it's -- one of its main goals, and the cluster
18 development or conservation subdivisions are part
19 of that.

20 As stated previously, the prior PUD
21 plan, you know, showed almost 100 percent
22 development of the property, no wetlands, no
23 conservation at all. It would have been one
24 percent mitigation of all the area.

25 This has already gone through the Corps

1 and, you know, we decided to leave the wetlands as
2 they're shown on this plan, and the Corps is about
3 to sign off on that.

4 And this is just more, I guess, support
5 for the cluster developments that are all in your
6 Comprehensive Plan.

7 And what we're asking tonight is, you
8 know, two actions. One is a modification or
9 amendment to the existing -- to the PUD plan for
10 the property that is still zoned PUD. I mean, the
11 property is zoned PUD.

12 And I'm not sure with no action by the
13 City, you know, if the PUD plan actually expired
14 because, you know, there is a destination out
15 there and the PUD does exist on the map. We don't
16 want to build that and definitely don't want to
17 fight over the next 15 years in court over whether
18 or not we have the right to build that or not.

19 I think the proposed plan is a lot
20 better. I think it reduces the overall number of
21 units. In fact, the total number of units in the
22 east and west parcel that we're proposing is less
23 than the original proposed PUD that was in here,
24 so we've, you know, expanded our properties and
25 reduced our number of units.

1 I think Gautier would be -- would
2 benefit from more residential growth. I know that
3 there has not been a large number of subdivisions
4 built in the city, and I think this would add to
5 the population growth that you guys need.

6 The -- we have two actions I'm asking
7 for tonight. One is the rezoning of the east
8 parcel based on a change in neighborhood character
9 and that's evidenced by new single-family
10 residential growth in the area and a need for
11 increased number of residences for local
12 businesses.

13 And, also, I would like to amend the
14 existing PUD plan or the expired PUD plan for the
15 western property as shown in the packet.

16 MS. JAMISON: What school district will
17 this be in?

18 MR. SCRUGGS: It would be in the Ocean
19 Springs School District.

20 MR. ANKERSON: The west side.

21 MR. DANOS: Half of it will.

22 MR. SCRUGGS: Okay. The west half will
23 be in the Ocean Springs School District.

24 MR. HOOVER: Correct.

25 MS. JAMISON: The other side, Gautier.

1 MR. ANKERSON: We don't really -- we
2 don't --

3 MS. JAMISON: I mean, Ocean Estates goes
4 to Gautier, right?

5 MR. SCRUGGS: I do think that there's --

6 UNIDENTIFIED SPEAKER: Breakwater Street
7 is the line between Ocean Springs School District
8 and Gautier School District, which is the current
9 neighborhood that's there, that Ocean Estates.

10 MS. JAMISON: Ocean Estates.

11 UNIDENTIFIED SPEAKER: That's the line
12 that goes between Gautier and Ocean Springs.

13 MS. JAMISON: Okay.

14 MR. KERNER: Anything west of that goes
15 to Ocean Springs. Anything east of that goes to
16 Gautier.

17 MS. JAMISON: Okay. Thank you.

18 Okay. So let me hear from -- let's hear
19 from some residents. Okay. Just have a seat, sir.

20 Anybody here to speak in support of this
21 request? If you want to speak in support, please
22 come to the podium. Okay.

23 If you want to speak in opposition of
24 this request, come to the podium, state your name
25 and address and you have -- well, where we're

1 going -- if it gets over -- we're supposed to have
2 a three-minute rule on how long you talk, so let's
3 try to keep it to --

4 MR. KERNER: That was well more than
5 30 minutes.

6 MS. JAMISON: He can be more than three
7 minutes, but the opposing and whatever is three
8 minutes. So I'm not going to start timing you,
9 but if it takes -- if you're, you know, too long,
10 we're going to have to move on to the next person.
11 Okay.

12 MR. KERNER: William Kerner, K-e-r-n-e-r
13 5713 Old Spanish Trail, Ocean Springs,
14 Mississippi.

15 Let me -- I got a paper here from the
16 Corps of Engineers on this project. Let me fill
17 in a couple of things they just generally kind of
18 missed. The project is for 105 acres, which over
19 100 acres, by the Corps of Engineers, is
20 considered wetlands. They want to fill in 75
21 acres of that.

22 The retention ponds on this picture,
23 during a hurricane, tropical storm, it's not going
24 to pull back the water. You're building 328
25 homes, concrete slabs for the houses. 328

1 concrete driveways would cause a problem. It's
2 not going to hold the water. A tropical storm,
3 hurricane, wetlands is not going to hold water.

4 During the meeting five years ago, I
5 think we were kind of deceived on a couple of
6 things by the Former Mayor Phil. In the meeting,
7 the former mayor was selling the property on the
8 east side of Ocean Estates. I brought this up
9 during the meeting with Mayor Phil that -- that
10 property is involved in it. He assured me it was
11 not.

12 Guess what I found out from -- the Corps
13 of Engineers sends me? It is. Phil was selling
14 that property, paid to play. Simple as -- simple
15 as anything. I was also told by the former mayor
16 that it's -- the surrounding areas support this
17 project.

18 Look at this project and tell me.
19 Really? I mean, 328 houses? The houses are going
20 to take you 10 minutes to cut the grass because
21 it's going to be 10 feet away from each other.
22 That was perception by Phil.

23 So the project Elliott Homes is doing in
24 Ocean Springs, the 10 acres, for four months, they
25 burnt the wood. For four months, we had to

1 breathe some smoke. 105 acres, are we going to
2 breathe smoke for four or five years?

3 I think the people after the -- after
4 the -- they voted for this, I think the people
5 spoke because they fired the mayor, Former Mayor
6 Phil. And the lady that sat here -- I can't
7 remember her name -- who voted for it that was in
8 our ward, I guess you'd say, we fired her too, so
9 I think the people did speak.

10 And if -- I could get some -- and we
11 found out that the children are going to Ocean
12 Springs. I think every resident of Ocean Springs
13 should know at least 328 affordable -- my
14 favorite -- affordable housing will be going to
15 Ocean Springs or most of them. I think the
16 residents of Oceans Springs needs to know that
17 because it's going to affect their school system
18 and they're the Number 1 in the state.

19 And, also, if I can get y'all's help
20 later on how can I get the minutes of the meeting
21 that was five years ago with Phil there and I can
22 kind of show you -- which I said he deceived us.
23 I could prove to you that he deceived us when he
24 told me that that land east -- or west --

25 MS. JAMISON: So let me correct

1 something there. So I'm not sure that he deceived
2 you because when that PUD was approved, it was not
3 the one east of Ocean Estates. It was only west.

4 MR. KERNER: I asked him about that. I
5 said, that land will -- that land is for the PUD.
6 No, it's not. I said, it's going to -- will be,
7 then. He said, I can show -- matter of fact, he
8 gave us -- I promise the citizens that I will not
9 let it affect my real estate company being mayor.
10 And guess who -- beholden, he sells it to Elliott.
11 It was sold by him. Pay to play. I guess his
12 commission was 20 to 30 percent.

13 MS. JAMISON: I tried. I just --

14 MR. KERNER: And like I said, I would
15 like for y'all to tell me how to get the minutes
16 from that five years ago so I can prove that we
17 were misled by Former Mayor Phil.

18 MS. JAMISON: Mr. Josh, our city
19 attorney, can answer that.

20 MR. DANOS: If you come back during
21 working hours and take a left -- or take a right
22 in there, then you ask for a public records
23 request form and fill it out and tell them what
24 you want and they will produce it to you.

25 MR. KERNER: And that will give me what

1 he said?

2 MR. DANOS: If you know the date of the
3 meeting, just ask for those meeting minutes.

4 MR. KERNER: Okay. Thank you.

5 MR. DANOS: Yes, sir.

6 MS. JAMISON: Thank you, sir. Was that
7 all you had?

8 Is there anybody else in opposition?
9 Please come to the podium. And state your name
10 and address.

11 MR. KRUMLAND: My name is Tommy
12 Krumland. I live at 5821 Perdido Key Lane.

13 I just want to say thank you for what
14 you guys do. I really do think you guys are out
15 trying to protect us. You know, when I say
16 "guys," I mean, the City and trying to make sure
17 everything is done right.

18 I fully understand Elliott Holmes has
19 got the ability to build these residential homes.
20 I would have to agree with the gentleman before me
21 that there was a little bit of -- we were led down
22 one path when they asked for that PUD the first
23 time. We live on Old Shell Landing -- or off of
24 Perdido Key Lane.

25 It's a -- its own little subdivision.

1 Each house on that road is a two-acre lot. And
2 when they were trying to do the PUD the first
3 time, we were -- a lot of people were against it,
4 but we just asked, hey, let's not make this a
5 fight. Let's work together. We asked for a green
6 buffer zone between our subdivision and theirs.

7 MS. JAMISON: You're in the Fairway
8 neighborhood that they were talking about
9 connecting to?

10 MR. KRUMLAND: Yes. So on their drawing
11 there on the southern side, the western parcel,
12 the very southwest part of that corner, that is
13 what touches the --

14 MS. JAMISON: Okay.

15 MR. KRUMLAND: -- the cul-de-sac where
16 we all live at.

17 MS. JAMISON: I see it. I see it.

18 MR. KRUMLAND: So we just asked that --
19 these are obviously the bigger lots. These homes
20 range in a little bit higher value than what
21 they're proposing to build. And then, you know,
22 there should be some consideration from that and
23 not having this, you know -- what do they call it?
24 A cluttered community or compact community, just a
25 bunch of houses right there where people are

1 living in that subdivision because they want to
2 live in that bigger space. They've got a little
3 higher-income homes.

4 And so in the initial time when they
5 were up here, they agreed to do that buffer.
6 Well, if you look at their most recent thing,
7 they've got that -- another cul-de-sac that
8 they're wanting right up going to that cul-de-sac,
9 so there's virtually no buffer.

10 They do have a green buffer on the
11 southeast side, but there's no homes around it.
12 And I think that's more because that's wetlands
13 for them. It's going to cost them more money to
14 develop.

15 But you take that map and you flip it
16 over and, I think, then you satisfy everything.
17 They get the homes they want, and then you're
18 still offering that green buffer for the residents
19 that are currently there. They've been paying
20 taxes. You go down our street, you've got no
21 homes that are shanties. You've got no lawns that
22 aren't manicured, houses in disarray. I mean,
23 it's people that have pride in where they live.
24 They're happy about being there.

25 And, you know, the thought of having

1 another 300 homes right across the street doesn't
2 excite us, but there's not a lot that we can do.
3 But if there's something that we all agree on --
4 and at that time when they were asking for the
5 initial PUD -- but they did agree to that. And
6 then after time goes by, the dust settles and then
7 they change things, and then they're obviously not
8 agreeing to that same thing now.

9 I would just ask you guys to really take
10 some consideration for those residents that have
11 been part of Gautier that do live here, that are
12 paying taxes and -- for this city, to take some
13 consideration on that.

14 I would also point to -- that on the
15 south side of that western parcel they're trying
16 to currently develop, there is a storm -- I don't
17 know if you would call it a storm canal or a
18 hurricane drainage or whatever, but those canals
19 have not been maintained and they still aren't. I
20 mean, you've got trees that are six to eight
21 inches in diameter growing right in the middle of
22 it. So I would also ask that if we were to grant
23 this exception that they should be responsible for
24 maintaining those drains because the amount of
25 runoff from this subdivision is going to be

1 substantial.

2 And that -- that cul-de-sac is the very
3 beginning of a flood zone that runs all the way
4 down to Graveline Bayou. So now you put 300 homes
5 just north of that, there's going to be a
6 substantial amount of water that comes during
7 rainstorms. And if the City or whoever's not
8 being able to maintain it and these guys want to
9 come in here and they're going to get the monetary
10 benefit from it, I don't think it would be too
11 straddling for them to require them to maintain
12 those areas to protect those that are just south
13 or a lower elevation from those properties.

14 MS. JAMISON: Okay. Thank you, sir.

15 MR. KRUMLAND: Thank you.

16 MS. JAMISON: Next person.

17 MR. LOVORN: My name is Justin Lovorn,
18 5836 Perdido Key Lane.

19 Before I start, can I --

20 MS. JAMISON: Just one second. What?

21 MR. LOVORN: You want to take a break?

22 MS. JAMISON: Yeah. We need to take
23 about a five-minute break, if we could.

24 MR. LOVORN: That's fine.

25 MS. JAMISON: Thank you.

1 (Short break.)

2 MS. JAMISON: Sir, you're up to speak.

3 MR. LOVORN: All right. Again, my name
4 is Justin Lovorn. I live at 5836 Perdido Key
5 Lane.

6 Before I start, though, I did want to
7 get a little point of clarity to make sure that I
8 at least understand and everybody else out here
9 understands what exactly they're asking for right
10 now, because as I read -- I know what was put in
11 the plan and I understand as it pertains to the
12 eastern portion that they're asking you to rezone
13 that from R-1 to their PUD plan.

14 But I'm a little confused as to the
15 western portion because the way that I read the
16 UDO is that if they sit on their hands for three
17 years like they did, it says That it shall revert
18 back to what it was previously. It doesn't say
19 shall upon action of the Board or of the Council.
20 It says it shall and it says that he shall fix the
21 map. I know the map hadn't been fixed. I'm not
22 holding that against him, but I think that's a
23 point of clarity under the law.

24 It appears to me that it has reverted
25 back to R-1, and so they're not just asking you to

1 amend the previous PUD. They're asking you to
2 rezone R-1 into a PUD and accept the new PUD plan.

3 MS. JAMISON: Let's let the city
4 attorney answer that.

5 MR. DANOS: Sure. It does say that it
6 shall revert back -- the zoning shall revert back,
7 but in my opinion, that takes Council action. I
8 don't think you can set up a temporary rezoning.
9 I don't think -- that's not how I understand
10 zoning law. So I think it does say it shall, but
11 the Council never took that action to revert it
12 back to an R-1.

13 MR. HUDSON: So like the document is
14 saying, it's an error in the zoning.

15 MR. DANOS: No, sir. That's different
16 than a mistake. This one -- he's saying that the
17 ordinance reads that the property that was
18 zoned -- that was rezoned whenever from R-1 to PUD
19 reverts back if it's not -- I agree with him that
20 the plan expires and it goes away after three
21 years, but I don't believe under Mississippi law,
22 regardless of what the ordinance says, that you
23 can have a temporary zoning district.

24 MS. JAMISON: Right. It was permanently
25 changed to a PUD.

1 MR. DANOS: Correct.

2 MS. JAMISON: And then it takes the
3 Council -- us and the Council to approve it to be
4 turned back to R-1.

5 But as it stands today, they have
6 absolutely all right to build a neighborhood there
7 with R-1 rules.

8 MR. DANOS: Correct.

9 MS. JAMISON: It's just with a PUD, you
10 can have smaller lots, closer together, things
11 like that.

12 MR. DANOS: Right.

13 MR. LOVORN: Sure. And so I think
14 somebody else -- and maybe you, ma'am -- I'm sorry
15 if I'm putting words in your mouth -- asked if he
16 would be allowed to simply build the old plan. My
17 understanding is that because it has expired, he
18 can no longer build it. He could build but not
19 this plan that he's asking y'all to approve
20 without your approval, and he cannot build the old
21 plan because it's expired.

22 MS. JAMISON: Right, right, cannot build
23 the old plan.

24 MR. LOVORN: Okay. Again, like I said,
25 I just wanted to make sure that I was

1 understanding the --

2 MS. JAMISON: My question to them
3 earlier was, is this still a PUD, and the answer
4 was, no, it's not still a PUD because it expired.
5 So it reverted back to R-1, but it is a PUD on the
6 map because Council has not approved it to go back
7 to an R-1 yet.

8 MR. DANOS: It is a PUD zone without a
9 plan, so if they were to build, it would be under
10 the regular R-1 dimensions.

11 MR. HUDSON: So he can still build. You
12 understand that?

13 MR. LOVORN: Right. Yeah. Oh,
14 absolutely. I just wanted to make sure because
15 there was -- it was a little clear as mud.

16 MR. HUDSON: Clear as mud, right, yeah.

17 MR. LOVORN: I just wanted to make sure
18 everybody in this group understands exactly kind
19 of what they are and are not allowed to do at
20 this --

21 MS. JAMISON: And that's what -- we're
22 here to approve his new PUD to replace the old
23 one, but he could -- if we didn't approve his PUD,
24 he could go build a neighborhood with the R-1
25 restrictions. And on -- the Corps of Engineers

1 would still make him put wetlands and retention
2 ponds and so forth.

3 MR. HUDSON: That's right.

4 MR. LOVORN: Yes, ma'am.

5 MR. SCRUGGS: Let me -- I mean, I'm not
6 100 -- I mean, I'm not 100 percent certain and I
7 don't think nobody in this room is 100 percent
8 certain that the old PUD plan has expired. You
9 approved a PUD, which is a zoning designation,
10 which is associated with a plan and that has not
11 been changed. So the courts could very easily and
12 probably will recognize that the PUD plan that is
13 in place is what it's zoned because no action has
14 been taken, but we're not -- we're not going to go
15 that route.

16 MS. JAMISON: But the PUD plan
17 expired after three years.

18 MR. SCRUGGS: I'm sorry?

19 MS. JAMISON: The PUD plan expired after
20 three years.

21 MR. SCRUGGS: But it's zoned PUD and
22 that PUD is what that -- that plan is what this
23 PUD is tied to.

24 MR. HUDSON: Wait a second. What she's
25 saying is it's expired.

1 MR. SCRUGGS: I understand. Yeah. What
2 I'm saying is, as he indicated, it's clear as mud.
3 Your ordinance has some --

4 MS. JAMISON: So yeah, I mean, that's
5 kind of what our attorney is saying, so --

6 MR. DANOS: I've told you what my
7 opinion is on it and that's the best I can give
8 you.

9 MR. LOVORN: Okay. All right. So I
10 agree to a point. Obviously, respectfully, I do
11 disagree a little bit based on the wording.
12 Right? I think it should revert automatically,
13 but that's not to be litigated here.

14 So, obviously, I am here to object, you
15 know. I feel like I do need to say this, first of
16 all, just for the record to cover me since this is
17 being taken down. I am an attorney. I do not
18 represent anybody here in this room or any group
19 of people in this room. I can't by law. I'm here
20 as a citizen of Gautier. Okay?

21 I just want to say that me and my family
22 personally, when we moved into our home, part of
23 the reason and most of the reason that we moved
24 into that home was because it is more secluded.
25 It is a part of Gautier that makes you feel like

1 you're kind of out in the country a little bit,
2 but still close to home -- you know, we're still
3 close to amenities and close to things like that.

4 And so having this neighborhood of 300
5 and some odd houses placed literally -- my lot
6 actually borders their lot, so it will literally
7 be right next door, out -- when I look out my
8 bathroom window, I'm going to see 320-something.
9 houses. It will 100 percent take away part of the
10 actual reasoning and the affect of why we wanted
11 to be here in the first place.

12 And I'll be quite honest with you, if
13 this neighborhood would have been being built and
14 I was aware of it when we moved into our home, I
15 don't think we would have moved to the city of
16 Gautier. If this -- if this neighborhood gets
17 built, I'm not confident that I'll stay in the
18 city of Gautier because that's not why we moved
19 into the area that we moved into. There was a
20 purpose for it.

21 And I feel like -- again, I'm not
22 speaking for everyone here, but I feel like we all
23 moved into this area because of the type of feel
24 that it gives us. And pumping in 300 and some odd
25 houses, I just believe is absurd to punch into

1 that small of an area because it's not that big.
2 It's not that big for 300 and something houses.
3 Right.

4 As it stands, as an -- or was, as an
5 R-1, I believe that's appropriate. I believe a
6 less number of houses squeezed into this area
7 would be appropriate.

8 I'm concerned about the flood mitigation
9 because our yards, at least mine, already hold
10 water, and so when all these houses get built up
11 on this property, all -- you look at that pretty
12 little map that he's got, but all of that water is
13 going to come to us. We're the ones that are
14 going to have to deal with it.

15 And so what you have before you is -- is
16 something where you have to have this clear and
17 convincing evidence that there is this public
18 need. We're the public. We are the public that
19 lives in the city of Gautier right now, and we are
20 the ones that are here telling you that there is
21 not a public need.

22 What I heard was a little bit that there
23 might be a public need in the county. We don't
24 live in the county. Y'all don't have any control
25 over the county.

1 He's talked about two small
2 neighborhoods, Fairfield and Ocean Estates, and
3 that that constitutes some change in the
4 neighborhood as a whole. It doesn't. Those
5 neighborhoods were built in 2008. It's 2025, so
6 this neighborhood has been basically as it is for
7 20 years with no change.

8 He talks about the stub streets off of
9 Fairfield and how it's meant to bring more houses
10 and more development. Well, it hasn't because
11 people don't want it. If they did, it'd be built,
12 but it's not.

13 The other thing that I think is
14 important to point out, too, is they brought this
15 same argument before you in 2019, because there is
16 this huge need for these homes. Yet, they did
17 nothing. If there was this need for 322 houses,
18 one would have thought that they would have at
19 least started to clear some land.

20 Now, granted, it does appear that maybe
21 on that eastern parcel they may have started to
22 clear some trees, but that's in 2025. In 2019,
23 when they also told you guys that there was this
24 huge need for this giant neighborhood, they didn't
25 do anything, nothing.

1 And I haven't seen anybody coming to --
2 to at least the groups that I, you know, hang out
3 with or anybody that I've talked to stating, you
4 know what, I really wish there was a new
5 neighborhood in Gautier so that I can move into it
6 and I really wish it was one, if there was, that
7 had 320 more houses slammed into it.

8 And then he also wants you to believe --
9 he wants you to believe that there's going to be
10 these 4,000-square-foot homes in this
11 neighborhood. That's not true. Okay? I know
12 what he says, and he says -- there's a lot of
13 window dressing up here to make you believe this a
14 good thing and people want this. They don't.
15 Okay? People that are building these
16 1,400-square-foot houses -- I'm sorry. This is
17 what I do for a living. I apologize.

18 MS. JAMISON: I know. You told me you
19 was a lawyer, so now I'm telling you to wrap it
20 up.

21 MR. LOVORN: When they start building
22 these 1,400-square-foot houses, which I'm
23 convinced is what every one of them is going to
24 be, nobody's going to drive through this
25 neighborhood and go, you know what I'd like to do,

1 I'd like to build a 4,000-square-foot house in
2 this neighborhood with all these tiny little
3 houses.

4 You know, Tommy brought up the fact that
5 we live on these two-acre lots with these bigger
6 homes, and we do. My home is not even 4,000
7 square feet, you know. And so we have -- we have
8 a good thing going with where we're at currently.

9 Again -- and I will wrap up there.
10 There's two things that I wanted to point out.
11 One is the whole purpose of the R-1, which is how
12 he could build now, part of it is to protect from
13 the encroachment of heavy through traffic. Well,
14 that's -- that's part of what would happen if this
15 300 and some odd -- let's just assume every house
16 gets sold -- which I don't think they'll ever
17 build that neighborhood out -- that's 300 some odd
18 houses. That's probably 600, 700 cars that will
19 begin to use the thoroughfare through Fairfield
20 and Old Shell Landing, which by the way, probably
21 needs to be repaved in and of itself, so that's
22 more traffic that caused more damage to the roads.

23 Also, one of the things that -- you
24 know, whenever he points out some of the reasons
25 for the PUD development, and it lists the A, B, C,

1 D, E and F in your packet, you know, one of the
2 ones that he doesn't point out, but is part of it
3 is A, to provide substantial buffers and
4 transitions between the areas of different land
5 use and developmental densities. There will be
6 development densities between these two properties
7 where we all live, and this gigantic monstrosity
8 that they want to build.

9 And so, again, I realize things can -- I
10 don't -- I don't get -- and I promise you I'll
11 close all this up because I want to assure you
12 that I'll wrap it up.

13 I do not want to be the dam that impedes
14 progress. Okay? I realize that houses can be
15 built here, and I don't necessarily believe that
16 houses shouldn't be built there. I just don't
17 believe that this many houses should be built on
18 this piece of property.

19 I believe that there's talk of buffer
20 zones and things like this, but it's just words.
21 What is that buffer zone? What does it look like?
22 How deep is it from my property? How deep is it
23 from their property? Are the trees going to
24 remain? Am I going to be able to see -- what
25 about the noise pollution that's going to be as a

1 result of 300-and-something families moving into
2 this neighborhood?

3 MS. JAMISON: Okay.

4 MR. LOVORN: Okay. I'm done.

5 MS. JAMISON: I have one question for
6 you, then, and it's a yes or no. It's a number
7 question. How many houses do you think is
8 appropriate for this area?

9 MR. LOVORN: Yes, ma'am. I don't know.
10 I don't know.

11 MS. JAMISON: I mean, 50 or 300, 200?
12 I'm just curious.

13 MR. LOVORN: Well, the way that I had
14 understood -- the way that I had understood it
15 originally, before the original PUD plan was put
16 into place, is it was told to me -- whether or not
17 this is true or not, I don't know. But what was
18 told to me was that it was to be 70 one-acre lots.
19 That, to me, is way better than 300 and some odd,
20 you know, third or quarter-acre lots.

21 MS. JAMISON: Okay. Thank you.

22 MR. LOVORN: You opened me back up. I'm
23 sorry.

24 MS. JAMISON: Yeah. Next.

25 You got something, Scott?

1 MR. ANKERSON: I just wanted to clarify
2 a couple things. Of course, I'm definitely not
3 speaking on density or anything like that, but I
4 just wanted to kind of reiterate that this
5 underlying zoning or R-1 would be allowed -- they
6 would be allowed to build 1,325-square-foot houses
7 throughout the subdivision. Of course --

8 MS. JAMISON: Do you know how many would
9 fit there?

10 MR. ANKERSON: I do not. I would have
11 to, you know, probably have to have somebody -- a
12 design professional look at it and draw it up.

13 MS. JAMISON: That was one of the
14 questions, if they build 1,325 homes --

15 MR. ANKERSON: It would really be the
16 lot sizes that would, you know, be more
17 restrictive and -- if they built it R-1.

18 The other thing I did want to mention
19 because it was brought up about stormwater, and
20 water leaving the property would not be allowed
21 under our building code.

22 MR. HUDSON: That's right.

23 MR. ANKERSON: And our adopted
24 stormwater ordinance, they would have -- they
25 would be required to put in detention that would

1 have to be designed to a 25-year storm. So it
2 would be not -- it wouldn't be allowed -- for
3 pre-development runoff and post-development runoff
4 would have to be --

5 MS. JAMISON: So 25-year storm means
6 they take Katrina into thoughts when they're
7 deciding? So that means, what, a 25-year storm?

8 MR. ANKERSON: No. 25-year storm would
9 be -- of course, this would be better explained by
10 a civil engineer, but it would be like the biggest
11 rainstorm you would get in 25 years.

12 MR. HUDSON: That's right.

13 MS. JAMISON: Okay.

14 MR. HUDSON: That would account for
15 that.

16 UNIDENTIFIED SPEAKER: But my current
17 problem is that those drains --

18 MS. JAMISON: You can't speak unless
19 you're at the thing.

20 UNIDENTIFIED SPEAKER: -- are not being
21 manicured right now.

22 Can somebody yield their time to me?

23 MS. JAMISON: Got ya. Got ya. One --
24 okay. Next person.

25 UNIDENTIFIED SPEAKER: I yield my time

1 to him.

2 MS. JAMISON: There you go. Next
3 person. I gave you way more than three minutes.

4 UNIDENTIFIED SPEAKER: I know, and I
5 appreciate it. Thank you.

6 MS. YOE STIGLETS: Hi, my name is Brie
7 Yoe Stiglets. I live at 3304 Rachel Lane right at
8 the corner of where they're trying to connect the
9 road to Fairfield Place.

10 This connection will cause a lot of
11 concerns for us. Number 1, drainage. Right around
12 our property line, we have a drainage ditch that
13 goes through the back of the neighborhood that is
14 also surrounded by trees. If they were to put the
15 road where the picture shows, it would cut right
16 into where our trees and drainage is around the --
17 so that is a very large concern, along with the --
18 the pricing issues. Right? We are used to having
19 a very calm, private, quiet neighborhood that is
20 safe for our children.

21 Adding an additional 700 cars, at a
22 minimum, through that area would be a major, major
23 concern, major privacy concern.

24 The image that he provided where he shows
25 the road going past the property, that is extremely

1 misleading. That road actually ends right there at
2 the corner of those two roads. There is no
3 concrete and defined road going into the woods
4 right there.

5 That's pretty much all I had, along with
6 the buffer. Of course, getting rid of that buffer
7 would take away the entire, like, esthetic of our
8 neighborhood, where we do have sort of a
9 conservation feel. The new plan that he has posted
10 takes away any kind of conservation or wetland
11 drainage or shade away from our neighborhood.

12 It's very convenient that the new
13 neighborhood would get all of these nice areas on
14 the other side of the property, but it would
15 also -- the homes would be condensed right at the
16 edge of our property lines.

17 MS. JAMISON: Okay. Thank you.

18 MS. YOE STIGLETS: Thank you.

19 MS. JAMISON: Next.

20 MR. KERNER: Excuse me. Do y'all have
21 the picture of the Corps of Engineers map because
22 it's only showing three small ponds?

23 MS. JAMISON: I mean, all of --

24 MR. KERNER: Do you want it? Would
25 y'all --

1 MS. JAMISON: I don't need it. I'm sure
2 he's got it, and they would absolutely have to
3 sign off on this if there's enough retention
4 ponds.

5 MR. KERNER: Because there's only three
6 small retention ponds.

7 MS. JAMISON: They're going to make him
8 put a certain amount of retention ponds, so I'm
9 not really concerned about that because they have
10 to sign off and they're way better at -- civil
11 engineers than I am.

12 MR. KERNER: And if they fail the
13 25-year plan, do we get compensated for some
14 portion? If our house floods because the 25-year
15 plan that they did, it don't flood my house.

16 MS. JAMISON: I don't -- I don't know
17 that answer.

18 MR. KERNER: So they're really low --

19 MS. JAMISON: He'll have to answer.

20 MR. DANOS: No, ma'am.

21 MS. JAMISON: No, they don't. Okay.
22 Your turn is up, though, sir. Thank you.

23 MR. KERNER: Okay.

24 MS. WRIGHT: Hi. My name is Delenia
25 Wright. I live at 3304 Joy Lane.

1 And I agree with everything that my
2 neighbor has stated. I just want to show my
3 support and I'm highly, highly against it because
4 bringing in 700 cars throughout our neighborhood,
5 I have two children and they play outside with
6 other neighbors' kids and I'm very opposed to it
7 because of their safety. Like, that is my
8 Number 1 concern.

9 And when we said heavy rainfall, my
10 backyard do -- holds water and it does have a
11 drain, but it backs up after a while. It doesn't
12 like drain all the way. It takes a minute, so
13 I'm -- that's a concern for me. But my main
14 concern is the safety of our neighborhood
15 children.

16 MS. JAMISON: So may I ask you
17 something? So if there wasn't a road going into
18 your neighborhood, you'd be okay?

19 MS. WRIGHT: Well, if there wasn't and
20 if there was a buffer, green space with trees, I
21 would think about it, but I'm really opposed to
22 328 houses right in my backyard. I'm just against
23 that.

24 MR. HUDSON: Can I ask you a question?

25 MS. WRIGHT: Yes, sir.

1 MR. HUDSON: Have you done anything
2 about the flooding that you have now?

3 MS. WRIGHT: I have flood insurance,
4 so --

5 MR. HUDSON: No, no. I'm talking about
6 your back yard flooding. Have you tried to
7 irrigate to make sure it don't flood? Because a
8 new developer, you probably can't blame him for
9 what -- the problem you have now. You understand
10 what I'm saying. Right?

11 MS. WRIGHT: I understand what you're
12 saying, but there is a huge drain sitting next to
13 our property and after a while when it rains so
14 much, it backs up and doesn't even drain anymore.
15 So how would I even fix that? I'm not -- I'm not
16 sure.

17 MR. HUDSON: I mean, a civil engineer --

18 MS. JAMISON: I mean, let's take that
19 offline because it's not part of this discussion,
20 but thank you for your comment.

21 MS. WRIGHT: Thank you.

22 MS. JAMISON: Next person. Go ahead,
23 sir.

24 MR. NICHOLS: My name is Tom. I'm not
25 sure --

1 MS. JAMISON: Hold on. State your name,
2 your full name and your address.

3 MR. NICHOLS: Thomas Nichols, 2804
4 Fairview Drive, just so we're clear, so I might
5 want to order pizza and get it home.

6 Everybody's talking about drainage.
7 I've lived here since 2019. The week I moved in,
8 the water line broke. Utility company showed up.
9 It's a three-quarter-inch PVC line. I'm at the
10 end of the road. I understand that. I'm getting
11 that. They said, you guys -- this area needs a
12 ditch because every rain -- we've got water still
13 standing from when it rained three weeks ago.

14 I've brought it up twice before. Called
15 people. Drainage is an issue in Gautier. I've
16 just become accustomed to it. I know when it
17 rains overnight, I'm going to be going through
18 puddles, whether I'm going down Ladner, going down
19 Dauphin, going down Guillotville or whatever
20 they call that road, going down my street,
21 everywhere. Rain is an issue.

22 I brought it up at the City Council
23 meeting. You know what they did? They brought
24 somebody over, dug out about five scoops on each
25 side of my culvert and now I can't even mow my

1 ditch because now it's this deep and holds water.
2 Unsatisfied.

3 And all these people, I understand them
4 wanting their little private retreat. You bought
5 it that way. You want to keep it that way. I'm in
6 the same boat. I love where I live. I love it,
7 but we've got to fix the drainage.

8 And I don't know what the rules are, the
9 R-1 and all that crap, but I think you just need to
10 set it where if you're going to build a
11 neighborhood, you set a minimum size lot. I don't
12 care how big a house you put on it. Put a
13 4,000-square-foot house, put a thousand-square-foot
14 house. I don't care, but it should be an acre lot,
15 a three-quarter-acre lot, not a parcel where you
16 stick your hand out the window and talk to your
17 neighbor to get a cup of sugar and he can reach out
18 his window and touch it too. That's
19 unsatisfactory, but that's just that.

20 But I would really like for them to come
21 and evaluate our road because we get a lot of
22 traffic from Dolphin. They go down Bonita. They
23 come around. They don't even stop at the stop sign
24 half the time and go over to Ladner and go that
25 way, and it's all flooded. It's still got water in

1 it. When did we have rain? Three weeks ago, two
2 weeks ago? A little sprinkle last night?

3 MR. HUDSON: Today.

4 MS. JAMISON: Yeah.

5 MR. NICHOLS: Well, that means it's even
6 worse because I haven't even had a chance to get
7 home yet.

8 MS. JAMISON: Well, definitely come to
9 the Council meeting and discuss drainage issues of
10 other places because that's more the appropriate
11 place and you can also contact your Council
12 member.

13 MR. NICHOLS: Okay.

14 MS. JAMISON: Okay.

15 MR. NICHOLS: Thank you.

16 MS. JAMISON: Thank you, though.

17 Next person.

18 MR. ALLEN: My name is James Allen. I
19 live at 2904 Old Shelling Landing. We built out
20 there in '92.

21 I actually lived at 5500 Old Spanish
22 Trail since I was a baby. I was -- my parents
23 lived there before I was born, so 60 years I've
24 lived -- I've seen a lot of changes, a lot of
25 things changed.

1 But my property backs up -- I got two
2 acres -- backs up to the drainage ditch or well,
3 whatever they call that, from Ocean Estates, and
4 when that thing comes over, I've got about half an
5 acre of water that's waiting to go under the road
6 at Old Shell Landing Road. That's not my main
7 concern.

8 Whenever I leave my house during school
9 season or most any season between 4:00 and 5:00,
10 that -- Highway 57 coming down to Greyhound Road
11 took me 45 minutes to get to Magnolia Park School
12 every day because of the traffic. And every
13 afternoon, even during the summer, you pull up to
14 that red light, traffic is backed all the way up
15 going towards Ocean Springs, all the way back
16 toward Gautier at that one red light right there on
17 Old Spanish Trail from Greyhound -- from the
18 school.

19 So I've seen that change. There's a lot
20 of changes going to happen. Think if we add this
21 many houses, it's just gonna make all this worse.

22 The drainage problem, we've learned to
23 deal with the drainage. Y'all come out there and
24 fix my place a lot. I've got the big five-foot
25 drainage culvert going down the road going onto

1 part of this bayou, but they've been out there.
2 They've put rocks around it. They've dug it out.
3 It still floods. It's just so much water coming
4 from that area, coming through Ocean Estates. It's
5 there now.

6 That retainment pond that they have don't
7 cover what they need because it's -- if you walk
8 back through the woods behind my house and Mr.
9 Cook's house, it's flooded, like three and four
10 foot deep flooded. You can't -- and it's a -- it's
11 a place that's there on the map that shows flooded,
12 but it's still very, very wet. We've learned to
13 deal with it. We've been living up there for 30
14 years.

15 And y'all do a great job, but the City of
16 Gautier has come out there several times to fix the
17 drainage, fixed the culvert, flush the culvert.

18 But my biggest concern is going to be all
19 these cars and vehicles coming down Old Shell
20 Landing Road and either way you go, Gautier or
21 Ocean Springs, that's 5-, 600 more cars.

22 MS. JAMISON: Thank you, sir.

23 MR. ALLEN: So I'm in opposition.

24 MS. JAMISON: Thank you.

25 MS. WAINWRIGHT: Jennifer Wainwright.

1 2508 Old Shell Landing Road.

2 I'd like to piggyback on what he says.

3 I just want to point out a few things and then can
4 I yield my time to him?

5 MS. JAMISON: No.

6 MS. WAINWRIGHT: Okay. Well, I'll talk.
7 I'm a teacher. I work with your wife.

8 When I come in on Highway 57, what he's
9 talking about is totally legit. I come from the
10 interstate down 57 and I sit and I sit and I wait
11 for the light to change and it's horrible now.
12 And you're talking about adding 300 houses, two
13 cars in each house. The children are going to go
14 to Ocean Springs in the majority of those houses.
15 Where are taxes going to go?

16 MR. HUDSON: Gautier.

17 MR. ANKERSON: They'll pay Ocean Springs
18 school taxes and Gautier city tax.

19 MS. WAINWRIGHT: So they'll pay double
20 tax because that's --

21 MS. JAMISON: No.

22 MS. WAINWRIGHT: Okay. So that's
23 something --

24 MS. JAMISON: They pay school tax either
25 way. It happens to go to Ocean Springs, and we

1 get the property tax.

2 MR. DANOS: Right.

3 MS. WAINWRIGHT: So there's going to be
4 some benefit, but not as much as what we're being
5 told is going to benefit the City of Gautier.

6 Also to piggyback on what he said,
7 lifelong resident of Gautier. Did take a little
8 hiatus, moved upstate for a little while for a
9 job, came back. I have spent 38 years living on
10 Old Shell Landing Road. My parents bought two
11 lots way down the road when I was 14. I grew up
12 and moved a few blocks down from them.

13 So the water, the land with the water
14 that surrounds us, it is wetlands. We knew that
15 going into it. You do have an issue, but that's
16 part of the area. That's part of the charm.
17 That's part of Gautier.

18 What they're proposing to me sounds like
19 some big city somewhere else in a different state,
20 has nothing to do with Gautier or Gautier's
21 Comprehensive Plan, that is on the website, for
22 the city of Gautier. It just does not match
23 anything that the people of Gautier spoke for.
24 Okay?

25 All the other issues, I agree with, so

1 thank you.

2 MS. JAMISON: Okay. Thank you.

3 Anybody else?

4 MS. GREENWAY: Hi. Kimberly Greenway.

5 I live at 5801 Perdido Key Lane.

6 My property will back up to that
7 property. We will touch. I'm not going to talk
8 about drainage. We covered that, and I think we
9 do -- everybody -- we all need to come back to the
10 meeting about the drainage.

11 When we left here the last time, it was
12 our understanding -- and I could be a little foggy
13 on that because it's been a while ago, but it was
14 going to be one-acre lots, 70 houses.

15 MS. JAMISON: No. That's not what it
16 was going to be. There was going to be way more
17 houses last time.

18 MS. GREENWAY: That might have been in
19 another meeting before that. Was there another
20 meeting sometime?

21 MS. JAMISON: I've been here since '15.
22 I don't remember anybody saying 70 houses going --

23 MR. ANKERSON: Same. I've -- I've been
24 here since '15.

25 MS. GREENWAY: I don't know. Maybe that

1 was our proposal. And, I mean, 100 houses or
2 less, I think is okay. I think we need to be --
3 I'm kind of foggy on how much buffer I'm going to
4 get, what they're going to leave, how much tree
5 line.

6 Like, I'm across the street from Justin,
7 so I'm kind of like, I look out my side window, am
8 I going to see 300 houses or am I going to see
9 what I always see? We built our house there in
10 2003. I've been in Gautier since 2097 -- 1997.
11 We live over here in Northwood Hills. I love it.
12 My husband wanted to get out with acreage. We do
13 have four acres out there.

14 The wildlife, the displacement of -- I
15 mean, I can sit outside and I think anybody on my
16 street, we see foxes. We see deer, we see
17 armadillos, rabbits, birds. I've had sandhill
18 cranes in my yard to the point that I called them
19 and they were out there with satellite dishes to
20 track them. The snakes that eat the -- you know,
21 we're going to displace all of this. We're going
22 to lose all that. We're, you know, Nature's
23 Playground.

24 MS. JAMISON: Okay. Thank you, ma'am.

25 MS. GREENWAY: And that's my concern.

1 MS. JAMISON: Okay. Thank you.

2 Yes, sir. I think you were up next.

3 Not sure.

4 If everybody said what you wanted to
5 say, if you could just concur, that would be
6 great. We've kind of heard some of the same
7 stuff.

8 MR. HUDSON: Yeah.

9 MR. HAY: Somewhat. Somewhat. My name
10 is Thomas Hay. I live in 3208 Joy Lane in
11 Fairfield, the small neighborhood that we keep
12 referring to.

13 MS. JAMISON: Yeah.

14 MR. HAY: But I will say that my lot is
15 a third of an acre. These lots that are being
16 proposed are roughly 6,500 square feet. It's
17 almost -- three of those lots will fit on my lot.

18 MS. JAMISON: Yeah.

19 MR. HAY: So when we say small, it's
20 relative, but we're talking about extremely small
21 lots that are planning to go in.

22 I still think there's some unclear
23 answers on R-1 or PUD necessarily. Would love to
24 get a concrete answer on that. It doesn't seem
25 like we're all in agreeance on exactly what that

1 means. But what's the minimum size lot for R-1?

2 MR. ANKERSON: 9,600 square feet.

3 MS. JAMISON: Excuse me. Y'all have to
4 be quiet now. Okay? Somebody is taking minutes.

5 MR. HAY: 9,600 square feet in the R-1,
6 right.

7 MR. ANKERSON: Did the court reporter
8 get that? I said 9,600 square feet.

9 MR. HAY: So if it was R-1 and they were
10 going in and coming up with some plan and they did
11 all -- you know, there's not a whole lot anybody
12 really could do. They could build however many
13 lots 9,600 square feet would fit in there, right?

14 MS. JAMISON: That's right.

15 MR. HAY: I mean, you'd have a lot of
16 people still here being able to voice their
17 opinion, but we're talking about almost, what, a
18 little more than half. You know, we'll say
19 two-thirds of that, so, I mean, again, very, very
20 small lots going in this area with a lot of -- and
21 to piggyback on the absolute nightmare of traffic
22 that we're going to create.

23 To the rest of the issues, yes. I will
24 have to say that there was a survey done in our
25 neighborhood, 95 percent opposed. There was one

1 in support that may or may not have clicked the
2 wrong button, and the other ones did not fill out
3 the survey. But of the people that answered,
4 95 percent opposed, and --

5 MS. JAMISON: Okay. Thank you.

6 MR. HAY: Thank you.

7 MS. HOSIE: Hi. My name is Gina Hosie.
8 I live at 5709 Old Spanish Trail and then the
9 10-acre parcel next to that.

10 Everything else that's already been
11 said, the only additional concern that I have is
12 do we have the infrastructure in place for
13 emergency services as well to support that
14 addition of -- I'm a nurse, so I think about
15 that -- the additional people that are going to be
16 in the community. And the traffic is 45, 50
17 minutes to get out of my house during school
18 hours.

19 MS. JAMISON: I mean, I don't know that
20 you have enough emergency services, but I assume
21 they accommodate whatever is -- the need is,
22 right? If there's a need for more ambulances in
23 the area, then they'll have more, right? I mean,
24 I would assume. I really don't know that.

25 MR. HOOVER: That's contract based, so

1 that's a private company.

2 MR. HUDSON: Yeah. That doesn't have
3 anything to do with --

4 MS. JAMISON: Okay. Anybody else?

5 MR. WILILAMS: I promise I'll be brief.
6 Randy Williams, 3522 Old Shell Landing
7 Road.

8 I am opposed. I agree with everything
9 everybody said, but my main concern is the fact
10 that the entire southern half of the proposed west
11 PUD will decide every morning to drive to Ocean
12 Springs High School through Joy Lane and onto Old
13 Shell Landing Road right past my house. So Old
14 Shell Landing Road already has a ton of traffic on
15 it and adding an additional 5- to 600 cars
16 would -- wouldn't be good for the neighborhood.

17 MS. JAMISON: So if they did not have
18 the entrance into that neighborhood, then you'd be
19 okay with it?

20 UNIDENTIFIED SPEAKER: You're still
21 going to have a huge issue at that intersection by
22 the high school.

23 MS. JAMISON: You can't -- you can't
24 speak, sir, because you're not up here.

25 MR. HUDSON: You can't do that. You

1 can't do that.

2 MR. WILILAMS: I would be better with
3 it. I don't -- I don't abut directly to this
4 property, so I wouldn't have to look out my back
5 door to see 300 houses, so, personally, my main
6 concern is with the tying into Joy Lane and tying
7 into Old Shell Landing Road.

8 MS. JAMISON: Okay. Thank you, sir.
9 Anybody else? One more person.

10 MR. HUDSON: Come on. One more.

11 MR. COOK: I'm Lorenzo Cook, 2900 Old
12 Shell Landing Road.

13 I echo Mr. Allen.

14 Attorneys, I've been there 30-plus years
15 and when I first moved there it was a gravel road.
16 If you put that 300-something houses in there,
17 good luck. You're going to have to -- either a
18 red light or you're going to have to widen Old
19 Shell Landing Road. It's already too narrow.
20 It's hilly and curvy. It's kind of dangerous.

21 MS. JAMISON: If the houses don't go to
22 Old Shell Landing Road and they can only go out on
23 Old Spanish Trail, then, you don't have to, but, I
24 mean, I would never approve it going to another
25 neighborhood myself.

1 MR. COOK: Yes. I just want to say I
2 echo everybody else and it's a bit -- it's
3 overgrowth and I oppose it.

4 MS. JAMISON: Okay. Thank you. Thank
5 you for coming. Real quick.

6 MR. ARNOLD: I'll talk for you. I'll
7 talk as long as I need to talk.

8 My name is Chad Arnold. I live at 5220
9 Old Spanish Trail.

10 And when I came here, I didn't really
11 know if I was yay or nay. I just wanted to find
12 out about everything.

13 Let's cut through the nonsense. I mean,
14 I saw the size of the lots. You know. You know.
15 You all know the company wants to make as much
16 money as they can. Okay? But like they all say,
17 it doesn't go with the long term of what people
18 want. Right?

19 Okay. Anybody -- I invite anybody in
20 here to come have a glass of iced tea and sit on
21 my front -- front porch. I'm tired of the traffic
22 already there. Okay. I'm tired of the speeding.
23 It's nonsense with -- you know, I'm going to keep
24 it brief, but if you are going to do it --

25 MS. JAMISON: One second -- I've got my

1 commissioner that's on the phone. Did it hang up
2 on him or something?

3 MR. ANKERSON: We didn't hang up.

4 MS. JAMISON: Hey, Josh.

5 MR. ANKERSON: Probably timed out.

6 MS. JAMISON: The court reporter can't
7 hear. The lights are off. I just noticed. The
8 court reporter can't hear anything.

9 MR. ANKERSON: Probably timed out.

10 MS. JAMISON: Oh, it might have timed
11 out, so they're dialing the number in.

12 MR. ANKERSON: I'll give that back to
13 you.

14 MS. JAMISON: All right. Thank you.
15 Can y'all contact Melissa and tell her?

16 MR. ANKERSON: Would now be a good time
17 to take another break?

18 MS. JAMISON: Yeah. Let's take a
19 five-minute break while we get the court reporter
20 back on.

21 (Short break.)

22 MS. JAMISON: Okay. Can you tell me who
23 was speaking when you got disconnected?

24 THE COURT REPORTER: The 2900 Old Shell
25 Landing.

1 MS. JAMISON: Who was that?

2 Okay. Who talked after him? Okay.

3 We're going to let the last person start over.

4 THE COURT REPORTER: Okay. Thank you.

5 MR. ARNOLD: Chad Arnold, 5221 Old
6 Spanish Trail.

7 Like I said, before I came here, I
8 didn't know if I was, you know, yay or nay about
9 anything. But now that I know and stuff, for
10 example -- I've got a question for the -- for the
11 builder.

12 That -- that golf course that's east of
13 us and they've got all those nice homes, okay, like
14 that's what should be in there, not the little
15 small homes, but bigger homes, bigger lots. Okay?
16 Because in the future, it's going to benefit
17 everybody, okay, not just this short term, oh,
18 let's make our --

19 MS. JAMISON: You're referring to Shell
20 Landing, right?

21 MR. ARNOLD: Correct -- let's make our
22 money and go. Okay. That's it. I mean, that's
23 what's, you know, going on here.

24 But I'm kind of confused as to why they
25 want to build so many homes, like less than

1 like -- I think where -- I believe it's like less
2 than two miles to the -- to the Coast with all the
3 wetlands and all that. It just -- to me, it just
4 doesn't make sense. It's a short-term, make-money
5 thing and not thinking about the future.

6 And this -- you guys are of the future.
7 You're on the board. You're the lawyer. You're
8 the planner. I mean, you guys have got to think
9 about these things, not like the next year or two,
10 but, like, 10, 15 years down the line. I've lived
11 all over the country. I've seen this. I don't
12 really know that much about it, but I've seen it,
13 you know. You've just got to think about it.

14 Like, I'm not against it, but it's like
15 you've got to think about it more. Do you -- do
16 you want the short term and get as many homes in
17 there as you can or make your town better in the
18 future? That's all.

19 MS. JAMISON: Thank you.

20 MR. ARNOLD: Yep.

21 MS. JAMISON: Okay. All right.

22 Let's get back to the form. Okay. So we're going
23 to take turns speaking our mind. I'm going to go
24 first and then we're going to go down the line
25 here.

1 MR. SCRUGGS: Do I get a little slight
2 rebuttal?

3 MS. JAMISON: You do.

4 MR. SCRUGGS: After y'all speak.

5 MS. JAMISON: We do, but we want to talk
6 first and then you can speak.

7 MR. SCRUGGS: I just wanted to make sure
8 I didn't get left behind.

9 MS. JAMISON: So I just want to say a
10 few things, my thoughts on the whole thing.

11 So I do respect everybody's opinion. I
12 have talked to a lot of citizens of Gautier
13 recently and nobody wants Gautier to turn into --
14 they want economic development, but they don't
15 want it to turn into Ocean Springs. So this PUD
16 with this amount of houses, in my opinion, is
17 leaning towards it turning into Ocean Springs.

18 And I do still also have concerns about
19 the Old Spanish Trail. It's a two-lane road, very
20 populated. It will be a mess, Ocean -- Old
21 Spanish Trail.

22 The drainage concerns, I don't really
23 have a problem with that because I know the Army
24 Corps of Engineers is going to make them supply
25 enough drainage to handle this neighborhood.

1 Your -- the rest of your drainage issues is
2 something for another day. It's for the Council
3 to work on. And, you know, knowing you live in a
4 wetland area, that's a whole different concern, so
5 that's not really part of this, in my opinion.

6 Wildlife impact, that's a good one. I
7 hadn't -- I didn't really think about that, but
8 that's true.

9 This is a tax base for Gautier. Gautier
10 need more homes. They do need more homes.

11 MR. HUDSON: That's right.

12 MS. JAMISON: The tax base, Gautier
13 needs the tax base. We're trying to grow the city
14 economically and we need -- you know, we need
15 houses for people to live in because more people
16 are going to move to Gautier once we develop the
17 57 corridor and the mall area, so that's
18 definitely something that's needed.

19 I was a little concerned about the
20 1,500- to 4,000-square-foot home thing because
21 like one -- somebody said, they're going to build
22 the smallest homes and get the biggest in there
23 because if it was me building it, that's what the
24 heck I would do, too, because it's all about the
25 money when you're building up a neighborhood like

1 this, and I'm not stupid to -- not naive to that.

2 Okay?

3 Whether you're too close to another home
4 or not, that's really nobody's business. You
5 don't have to move there. My sister lives in a
6 neighborhood like this. She loves it. They don't
7 want a big yard, so people that move into these
8 neighborhoods love being an arm's length away from
9 their neighbors, and they don't want a big yard,
10 so it's perfect for them. So that part is not
11 really something that, in my opinion, is worthy to
12 discuss.

13 The drainage between neighborhoods.
14 That's going to be working.

15 I would never agree to the road going
16 into that other neighborhood because I see what
17 that's done in St. Andrews, like I said, from -- I
18 don't even -- I can't think of -- Halula (ph) or
19 something like that is the name of the
20 neighborhood. And I think about it every time I
21 go to my friend's house in the new neighborhood, I
22 go through St. Andrews and I'm like, these people
23 probably hate all this extra traffic coming
24 through here to get to this other neighborhood
25 when I should have went to the real entrance to

1 get there but it's just quicker.

2 6,500-square-foot lots -- 9,600 is what
3 it would be if it's R-1 and he has every right to
4 build a neighborhood in an R-1 right now with a
5 9,600-square-foot lot. To you people that have
6 two-, four-acre lots, 9,600 square foot is small
7 too.

8 I live in Northwood Hills, which is a
9 neighborhood and houses are pretty close together
10 there too, and I chose to live there because that's
11 the way our -- how I wanted to raise my kids with
12 lots of kids around riding bikes and all that. So
13 that's why people choose to -- to provide these
14 neighborhoods, but I also understand -- I lived in
15 Vancleave for a little while, so I understand
16 having some space that -- so that's just kind of
17 how I feel about all the different topics that were
18 brought up.

19 But there absolutely is a public need.
20 There absolutely is a need for the tax base, and I
21 know the Council will probably be focusing on those
22 two items greatly. I'm here to, as a Planning
23 Commissioner, represent y'all, and we're just an
24 advisory board to the Council. We advise them what
25 we personally think as a citizen and then they make

1 their decisions, whether they agree with us or not.

2 And they will read every bit of
3 everything everybody said because it'll be part of
4 the minutes that Ms. Melissa has -- will be typing
5 up for them, and you're welcome to come to that
6 meeting on June 17th at 6:30 and express your
7 concerns at that meeting. Now, they don't normally
8 have a back-and-forth discussion between you and
9 them.

10 That's not how the Council meeting is
11 done. You'll have three minutes to plead your case
12 and they won't rebuttal like we did, talking back
13 and forth, but just to let you know how that works.
14 Okay?

15 So that's all I have to say. Mr. Hoover,
16 what do you have to say?

17 MR. HOOVER: Oh, lots of information
18 tonight. I think it was you that mentioned that's
19 a lot of houses for a small area, and I'm -- I'm
20 sure we'll give you time to come -- come back with
21 it, but you've got to really think about this plan
22 and the effects.

23 I love driving down Old Spanish Trail.
24 I live over on the other side off the Bayou
25 Pierre. I love going through Ocean Springs, but I

1 pick my times accordingly because the traffic is
2 insane. I definitely don't go during school hours
3 and whatnot. I can't imagine another 4- or 500
4 cars coming out of that area in those
5 neighborhoods.

6 For me, personally, it seems like way
7 too much. I know we need the tax base. I don't
8 know that we need 328 houses in that little area,
9 you know.

10 And we talked about the Corps of
11 Engineers and runoff, and we all know how that
12 works, you know. That's a lot of land being taken
13 up that would be absorbing water.

14 And the wildlife, I really love that.

15 But it's great to see people come out
16 and express their opinion and their concern and I
17 guess it will show you're -- who you're
18 representing and what they're worried about with
19 that many houses out there, you know. It's
20 something we're going to look at and take into
21 consideration. Are we going to approve something
22 like that, but --

23 MS. JAMISON: Okay. Mr. Hudson.

24 MR. HUDSON: Whoo. After 35 years in
25 Gautier, I think I'm qualified to speak Gautier,

1 having been involved in Gautier for 35 years that
2 I've been here.

3 He spoke as a lawyer, his expertise.
4 I'm going to speak as a designer for 30 years that
5 understands site plans, understands architectural
6 home design. I will sit here and say Elliott
7 Homes is a professional architectural firm that
8 understands wetlands. You can build on wetlands.
9 You just have to replace the land that's being
10 taken up, so we need to understand the laws of
11 wetlands.

12 Growth, this is kind of rhetorical for
13 some people because some of you claim that we want
14 to be like Ocean Springs. You can't say,
15 everybody says we don't want to be like Ocean
16 Springs because we go out to eat in Ocean Springs
17 a lot. We love the downtown area. We love the
18 vibe and the atmosphere of Ocean Springs.

19 Again, we have options, but we are a
20 board that -- an Advisory Board, so I understand
21 both sides. Again, 35 years here in Gautier.

22 So COVID-19 prevented some development,
23 so we've got to throw that in there.

24 Ocean Springs have grown by making some
25 concessions. Understand they're making deals.

1 The premise of what we have talked about for the
2 last two years, somebody talked about -- the other
3 guy that talked about Phil Torjusen. The whole
4 thing, what we voted for now is Legacy Park
5 development.

6 I'm for development limited. I don't
7 like Legacy Part because Legacy Park should have
8 been in another place, to me, because I'm
9 pro-Gautier. Here, we sit here and we debate
10 about growth and what we're losing.

11 We need this tax base. Gautier is open
12 for business, and this tax base will help us.
13 Regardless of what you think, Ocean Springs has
14 evolved. In my mind, it's limited -- like some
15 people are -- when I moved to Gautier, we didn't
16 have any residents. We just didn't. But what
17 about if we would have sat back and said, I don't
18 want nobody to come to Gautier. That's not what
19 we're about.

20 If we are claiming to be on the rise of
21 development, we will have to make some
22 concessions. And I advise the developer, hear the
23 people. Present -- or based on how we vote,
24 present another set of site plans. Give some
25 options.

1 But this notion of no one is fixing to
2 live by you, that's -- that's selfish. And
3 whatever you bought -- because what I bought
4 35 years ago, it's not the same. I didn't have an
5 option in that. But the only option I do have, I
6 can pack up and move to Vancleave or I can move
7 to -- D'Iberville has grown way past us. St.
8 Martin have grown way past us based on development
9 like this here.

10 So tonight, I am for -- everybody hear
11 me clear. I am for the growth of Gautier, but not
12 at all costs. But I'm not selfish enough to say,
13 well, I don't want my neighbor living by me.
14 That's 1950 type talk, and that's not what Gautier
15 is. We are nature's playground and we are
16 welcoming in, based on the election that we just
17 had, for growth and development. Hear me. We
18 voted for growth and development and
19 infrastructure. So if we sit here and say that we
20 don't want no one around us, that does not meet
21 the criteria of what we voted for.

22 So, again, where do we go from here? We
23 can blame Phil. We can blame Casey. We can blame
24 Gordon. We can blame Ken. We can blame Tommy,
25 but we're here now having to deal with this

1 situation. And I implore all of them to rethink
2 that if you as an individual decide you don't like
3 the growth of Gautier, we all have options. We
4 might lose some, but we're going to gain some.
5 That's the nature of America, and we cannot -- we
6 cannot limit our thought process.

7 Where do we go from here? So we can't
8 blame no one. We just have to make deals.

9 Again, he spoke as a lawyer, and I'm
10 speaking as a designer. I've done site plans,
11 home plans. That's what she and I do every day,
12 every day. Every day, that's what we do, so we
13 understand code. If everything he says meets code
14 and based on our decision on how we're going to
15 vote, based on our personal feelings and the
16 Council approval or disapproval, we will have to
17 deal with the situation. I don't play the blame
18 game. I believe we just need to deal with the
19 issue that's now.

20 So, again, I put it back in the hands of
21 our honorable chair.

22 MS. JAMISON: Okay. Josh Ward, do you
23 have anything?

24 MR. WARD: Yeah. There's -- I mean, I
25 heard a lot. There was a lot that I did not hear.

1 I hear a lot of concern from citizens. Being on
2 this board for the last six years, we all
3 encourage citizens to come and speak their mind
4 all the time. We love to hear from citizens.
5 That helps us make the best decisions.

6 I will concur with some of what
7 Commissioner Hudson said. You know, the talk of
8 I'm not having people living next door to us, you
9 know, if we don't like that, then --
10 unfortunately, that's the world we live in. I
11 live on four acres and had 10 acres next door to
12 me. Now there's two brand new houses next door to
13 me. And if I wanted to change it, I could have
14 just bought that property, and I know that that's
15 not easy or comfortable to hear or comfortable to
16 talk about. But for development and growth, this
17 is part of what development and growth is.

18 I do not 100 percent like the plan that
19 we have. I think there's too much variable about
20 the amount of houses that's going to go in there.
21 I would like to see a better plan. I would like
22 to see some traffic studies and not turning into
23 Old Shell Landing Road. I used to live on Old
24 Shell Landing Road and people fly down that road
25 all the time. Adding 700 more cars to that road

1 is not going to be a great thing, and I will agree
2 with that.

3 I'm not opposed to development, but I
4 think we need to have a great plan when we get
5 ready to develop. And from what I'm hearing from
6 the Commissioners that are there and from some of
7 the citizens, there's still concerns about the
8 plan that's being presented, and I think that they
9 need to be relooked at.

10 MS. JAMISON: Okay. Thank you.

11 Mr. Scruggs, did you want to say
12 something?

13 MR. SCRUGGS: Yeah, certainly. Donovan
14 Scruggs, 317 Pine Drive, Ocean Springs.

15 The -- a couple things that I just want
16 to hit on. I think -- there was a whole bunch of
17 "they" and "them" and they didn't do it then and
18 then, you know, whatever. Brandon Elliott,
19 Elliott Holmes did not own this property in 2019.
20 He bought it in 2025.

21 I'll tell you that he did not buy it to
22 harvest trees on, you know. Brandon -- I mean,
23 Elliott Homes bought it to develop and they want
24 to develop it.

25 They did Palmetto Point. They did a lot

1 of the stuff that's south of us, south of this
2 property and they're doing it to get to the --

3 MS. JAMISON: Hold on.

4 Okay. I'm sorry. Melissa, Josh, are
5 y'all there? Give them a minute to get back in.
6 Who is this?

7 THE COURT REPORTER: It's Melissa. Josh
8 got kicked off, too.

9 MS. JAMISON: Yeah. We just dialed him
10 back in. We don't know what happened. Waiting on
11 Josh to dial back in. I texted him. Okay.

12 MR. WARD: Hey, it's Josh.

13 MS. JAMISON: Okay. Josh is back.

14 All right. Go ahead.

15 MR. SCRUGGS: All right. Yeah.

16 As I was saying, you know, a lot of the
17 growth that has occurred to the south is largely
18 in the Ocean Springs School District. The western
19 parcel is in the western school district and that
20 is -- in the Ocean Springs School District and
21 that's -- but that will happen pretty quickly. I
22 mean, I can pretty much, you know, guarantee that.

23 I know that, Ms. Jamison, you asked a
24 while ago how many lots you can do in an R-1
25 district, 352, and that's -- provides some room

1 for roadways. So if the developer plays by your
2 rules, 9,600-square-foot lots, you can build them
3 up to the property line, you know, based on
4 retention and drainage and everything else, but
5 that's the number you're looking at. Then that's
6 kind of a -- I'm just doing -- you know, 9,6- is,
7 you know, four units per acre, 43,560 is what it
8 actually is, so it's not exactly that.

9 But I do think that, you know, what
10 we're proposing on -- and everybody says 300, 300,
11 300. Well, you know, it's 300 over 88 acres.
12 It's not 300 on Old Shell Landing. That will be,
13 you know, on that property. So when they look
14 out, they won't see 300 houses. They'll see the
15 houses that are behind them and there will be more
16 houses behind them and more houses behind them.

17 The -- somebody brought up there were
18 conflicting uses. You know, this is not
19 conflicting uses. This is the single-family
20 residential adjacent to single-family residential.

21 Now, I will offer that there is a canal
22 there that everybody spoke of. We will be --
23 happily put a 50-foot buffer between this
24 development and all the adjacent buffer -- all the
25 adjacent properties.

1 I think the attorney said all we're
2 hearing are words, all we're hearing is words. I
3 think I provided y'all some pictures. And I think
4 I provided you what's called a PUD document, and
5 that PUD document has pictures that are what we
6 would go with. If you were to look at those
7 pictures, not words -- if you look at the
8 pictures, you can very easily see that in some
9 places the distance between houses and the
10 property line is more than 100 feet, probably more
11 than 200 feet in some cases.

12 So I'm not talking about words. I'm
13 saying pictures that are what we use as the
14 preliminary plat or sketch flat for development,
15 so I'm not just saying stuff. I'm actually, you
16 know, showing you a plan that's being adopted that
17 we were forced to adhere to.

18 The -- you know, just as -- we're
19 probably not going to build a lot of
20 4,000-square-foot houses, we're also not going to
21 build nothing but 1,400-square-foot houses. I
22 mean, you know, if we're going to, you know, pick
23 a middle ground and say what we're going to do,
24 let's say what we're going to do. The houses are
25 probably going to be about 2,000 square feet.

1 They're not going to be 4,400, but they're not
2 going to be a whole bunch of 14,000 square --
3 1,400-square-foot houses.

4 Somebody mentioned affordable housing.
5 This is not going to be -- this is going to be
6 market rate housing. This is going to be houses
7 that are sold for the most that they can get. You
8 mentioned the developer wants to build as quickly
9 and sell as quickly -- he also wants to sell it
10 for his money.

11 MR. HUDSON: As much.

12 MR. SCRUGGS: And that's based on cost
13 per square foot. So if you can sell the 1,400
14 square feet or 1,800 square feet or 2,000 square
15 feet, it all goes on the same square footage
16 price, so you're going to get more per lot. They
17 want to maximize, so they're going to build the
18 biggest houses they can on the lot to increase
19 their overall margins.

20 The -- you know, some of the flooding
21 issues that are out there right now are partly
22 because retention ponds were not required. I
23 don't think there's retention ponds in Ocean
24 Estates, and I'm not certain that there's
25 retention ponds around Fairfield. I may be wrong.

1 I don't want to misspeak, but in looking at the
2 aerals and then driving through the area, I did
3 not see a bunch of retention ponds.

4 This will have retention ponds. We're
5 probably going to be draining and collecting
6 runoff from adjacent properties, you know, so
7 we're going to potentially be solving problems and
8 not necessarily creating new ones.

9 Everything's going to be engineered,
10 like you said, Ms. Jamison. You know, it will be
11 before Mark Seymour and his crew and the City and
12 everybody else. It's going to be engineered to
13 death, and everybody knows what we have with flat
14 lands.

15 Brandon has built to the south. I'll
16 tell you this: Nine times out of 10, what we show
17 on paper ultimately gets reduced because the Corps
18 never, ever wants to give you what you're entitled
19 to. They want to give you the least amount they
20 can. So if we're talking about, you know, a few
21 acres here and a few acres there, it's probably
22 going to double or at least grow by the time the
23 Corps gets through with it.

24 So another gentleman mentioned we don't
25 think about that now. We think about the future,

1 you know. We think about 20 years down the road.
2 I agree 100 percent and that's why I looked at the
3 comp plan. And he may not like cluster
4 developments or compact developments or whatever
5 he referred to them as, but your long-term plan,
6 your Comprehensive Plan says, you know,
7 conservation subdivisions are a way to actually
8 save natural landscape. This is what we're trying
9 to do.

10 I mean, we're not trying to do like they
11 do in Ocean Springs, which is mitigate every bit
12 of the wetlands, get rid of everything we can and
13 try your best to maximize every square foot of the
14 lot, like the previous PUD plan. The previous PUD
15 plan, I don't know how y'all approved it. I mean,
16 it was -- it was nothing but a "build as many lots
17 as I can."

18 That -- we reduced from that number.
19 We're under the overall total of the 333 and we're
20 picking up an additional lot to the east, so I
21 think we're not just trying to cram as much as we
22 can in there. I think it's a thoughtful
23 development.

24 We will get rid of the road. We have no
25 problem with that. We will add a 50-foot buffer

1 around the property and we can -- we can get you a
2 copy back. If y'all want to see the revised plan
3 before y'all do it, that's fine, but -- or we can
4 do it before it goes to City Council. We can make
5 the change to show the 50-foot lots and the
6 removal of that access to Lindsey before it goes
7 to City Council. We'll be happy to do that.

8 But I do think -- I do think it's a good
9 plan. I think the property will develop and
10 people won't have people in their backyard. This
11 provides an opportunity to retain some natural
12 area between those neighbors.

13 And if this does not happen, you know
14 I'm not sure what the next plan will be. It may
15 be better. It may be worse. It may sit there for
16 10 years or it may -- who knows.

17 It is a PUD. I know that, and I do know
18 that state law and that -- I've been -- I've
19 worked in the past by putting reverter clauses on
20 property and it's a reverter clause. But once
21 you -- once you, as a body, and the City Council
22 approves a change in neighborhood character, you
23 say this -- there has been a change in
24 neighborhood character; therefore, I approve this
25 plan. I approve this zone.

1 You have to go back and really say
2 there's been another change in neighborhood
3 character and what we approved previously no
4 longer applies and now it's changed back to the
5 other, I mean, because you are rezoning the
6 property back to what it was originally. So --
7 and I've seen that happen. Like I said, I've put
8 it on there in the past and said if you don't act
9 on it, it's just words on paper. Thank you.

10 MS. JAMISON: Thank you. Any more
11 questions for the presenter?

12 MR. HUDSON: So real short. I'm going
13 to speak for the concern for the people.

14 So I understand plans. I know it has to
15 be what you submit. A lot of people don't
16 understand that. It's going to be engineered to
17 death, but to ease their pain, what can you do
18 better to make some concessions that everybody --
19 so I make a move that the buffer around the
20 property will appease those that's outside of you.

21 A drainage study, I really wish if I do
22 try to make a stab at making a motion, I would
23 have a drainage study in that motion and
24 absolutely no connection roads, not even a walk
25 place. Yes, because -- not even a walk zone

1 because they want their policy. I believe in
2 privacy, but not at the total expense that I would
3 be selfish enough.

4 So can we make -- from the heart of the
5 people, can we make a concession? I know what we
6 call ECP or ECN, engineering change notifications,
7 engineer change papers.

8 Can we make some concessions to try to
9 appease some? We're not going to please all. Can
10 we make some concessions with the site plan or the
11 footprint right there to try to make it better
12 that we don't want to lose a good citizen like the
13 lawyer there because -- I'm just asking, what can
14 we do because we're crying for growth, but we're
15 crying for privacy. You can't have your cake and
16 eat it too, so we're going to have to meet
17 somewhere in the middle.

18 As somebody with some common sense that
19 knows what they're looking at on a set of plans --
20 and I do agree with you, yes, they're in it for
21 the money, but they're going to sell the bigger
22 house for a higher price than a smaller house.
23 Some of you just -- I mean, I just don't think the
24 people that -- really understand how this thing
25 works, so -- because the house is going to be sold

1 per square footage.

2 So, again, I want development, but I
3 don't want to give you the kitchen sink but I also
4 don't want to leave you bare boned.

5 So can you -- if I make a stab at making
6 this, putting my -- Scott, can I put my request in
7 this as far as -- and make some concessions or is
8 up to him?

9 MS. JAMISON: That's what I was going to
10 ask because you only have an option for approve
11 and deny. We don't have the change option.

12 MR. DANOS: First, I would ask the
13 developer if they would agree to those changes.

14 MR. HUDSON: And it will be on record,
15 right? We want everybody to leave here as -- what
16 she always says, in harmony with the thought and
17 the process of Gautier. We are all one citizen.
18 We are all citizens that live in our great city.

19 Again, I've been here 35 years and if I
20 can get him to agree to some concessions that
21 would help them, then I will make a stab at trying
22 to make a motion to get this approved.

23 MR. DANOS: Let's call it a PUD plan
24 revision, at least I would, on the eastern
25 property.

1 MR. SCRUGGS: I mean, if y'all need --

2 MS. JAMISON: So, I mean, my thoughts
3 were, like you said a minute ago, a 50-foot buffer
4 around this neighborhood, leave the woods. So
5 that they don't have to see these houses.

6 MR. SCRUGGS: Right.

7 MS. JAMISON: And it will cut down on
8 the noise. No connection to any neighborhood.
9 Like he said, not even a walking path. These
10 people do not want all this traffic on Old
11 Spanish -- on Old Shell Landing.

12 And I already know the drainage issues
13 are going to be done. They're going to do a
14 study. It's part of the Army Corps of Engineers'
15 way they do things. I mean, it's got to --
16 they're going to have to have a certain amount of
17 retention ponds already.

18 So their problems with flooding are not
19 going to be impacted by this neighborhood because
20 they already have a problem with flooding. And
21 it's either something that -- I don't know that it
22 can be fixed or what the plan is there.

23 But I know if I lived around there and
24 had property, I would want a 50-feet buffer and,
25 you know, I'll let your spokesman here, your

1 lawyer tell me if he thinks those --

2 MR. LOVORN: I'm not anybody's lawyer.
3 Again, I've got to say that because I'm an ADA. I
4 cannot represent anybody, so I'm not anybody's
5 representative.

6 MS. JAMISON: Well, I mean, does 50 foot
7 sound like a good buffer for y'all? We're trying
8 to work with y'all.

9 It does? Okay.

10 UNIDENTIFIED SPEAKER: Can I make a
11 statement?

12 MR. HUDSON: No. We're past that point.

13 MS. JAMISON: No. You can't make a
14 statement.

15 I'm just -- raising of the hands, is
16 50-foot buffer, no connection to the neighborhood,
17 and the Army Corps of Engineers is going to make
18 sure that they do not put any drainage into your
19 property and like Mr. Scruggs said, it will
20 actually probably help some of your property with
21 these retention ponds.

22 MR. HUDSON: One more concession -- one
23 more concession to ease what you stated that we --
24 on the square footage of the house, let it be
25 proportional. So you can't just have a bunch of

1 1,4- -- everything has to be proportional, so we
2 can't overload ourselves with a bunch of
3 1,400-square-foot homes, if that will ease your
4 pain.

5 MS. JAMISON: Well, I mean, yes, the
6 lots will have a bigger house -- the bigger lots
7 will have a bigger house on them.

8 MR. HUDSON: That's right. And so --

9 MS. JAMISON: Like he said, he's going
10 to fill that lot with as big a house as he can
11 because he's going to make more money the bigger
12 the house is.

13 MR. HUDSON: Well, let's put that in --

14 MS. JAMISON: And we'll get more tax
15 money the bigger the house is too.

16 MR. HUDSON: The bigger the house.
17 Gautier needs --

18 MS. JAMISON: There is no -- no good
19 thing can come from a 1,200-, 1,300-square-foot
20 house.

21 MR. HUDSON: No.

22 MS. JAMISON: Now, in Ocean Estates, it
23 was built for economic reasons. That's why those
24 houses are smaller than that.

25 UNIDENTIFIED SPEAKER: And that's

1 neighborhoods. That's what we're --

2 MS. JAMISON: That's -- I mean, but
3 that's not what this neighborhood is for. This
4 neighborhood is going to look like all the other
5 neighborhoods going down the road in Ocean Springs
6 by the high school there.

7 UNIDENTIFIED SPEAKER: Well, I disagree
8 with him saying I couldn't speak because he spoke
9 for all of us, and nobody said we didn't want
10 development. We want the right kind of
11 development.

12 UNIDENTIFIED SPEAKER: Thank you.

13 UNIDENTIFIED SPEAKER: Yes, we do.

14 UNIDENTIFIED SPEAKER: We want
15 development because it helps our city because the
16 city is a ghost town.

17 MR. HUDSON: That's not what you said.

18 UNIDENTIFIED SPEAKER: That's exactly
19 what you said.

20 MS. JAMISON: All right. Look, we're
21 not going to argue. The public portion, you know,
22 y'all's time is up.

23 MR. HUDSON: The portion --

24 UNIDENTIFIED SPEAKER: The concessions,
25 is that still going to be the 275 or 300 houses?

1 MS. JAMISON: Well, it's still going to
2 be -- it's -- I mean, if they have to put a
3 50-foot buffer, that's going to impede on how many
4 houses they can have.

5 I mean, is that something you're going
6 to -- you'll be okay with, is a 50-foot buffer
7 around this whole entire PUD?

8 MR. SCRUGGS: I mean -- I mean, if it
9 will make everybody happier, I'll go 70. I mean,
10 I can do that.

11 UNIDENTIFIED SPEAKER: I'll take 70.

12 UNIDENTIFIED SPEAKER: We'll take 70.

13 UNIDENTIFIED SPEAKER: I'll take 70.

14 MR. SCRUGGS: I mean, we can go 50 --
15 but -- well, I mean, can y'all offer me this? I'll
16 give you 50 or 70. Can you give 20 more houses?

17 UNIDENTIFIED SPEAKER: At what size?

18 UNIDENTIFIED SPEAKER: No.

19 UNIDENTIFIED SPEAKER: You can put that
20 on the other side of Ocean Estates.

21 MR. SCRUGGS: Am I giving or are they
22 giving?

23 MS. JAMISON: Well, they won't -- that's
24 regardless of the fact. Once -- once we agree to
25 this and we say there has to be a 70-foot buffer

1 and no connection to any other neighborhood, then
2 you have to do what you have to.

3 MR. SCRUGGS: I understand.

4 MR. HUDSON: And that's going to be the
5 end of the --

6 MS. JAMISON: So, I mean, that's give
7 and take between the property owners and this
8 development and we've all agreed that Gautier
9 needs development. We need the tax base. We need
10 that.

11 Real quick, sir.

12 UNIDENTIFIED SPEAKER: Yeah. And this
13 is just for safety. Everybody talked about the
14 traffic. You've got -- if this --

15 THE COURT REPORTER: I can't hear what
16 he's saying.

17 MS. JAMISON: Hold on. Come to the
18 podium, state your name and address real quick.

19 MR. ARNOLD: Okay. Yeah. Chad Arnold,
20 5221 Old Shell.

21 This is for safety, because of the
22 safety, you've got -- if this new development goes
23 in, you've got the new one down there by the
24 school, you've got the rush hour, what do I do to
25 get to -- do a petition to get the speed limit

1 down from 40 down to 25?

2 MS. JAMISON: Okay.

3 MR. ARNOLD: Yeah. That's a -- to me,
4 that's a -- that's a big thing.

5 MS. JAMISON: So that's -- that's a -- I
6 don't -- you know, who --

7 MR. HUDSON: MDOT.

8 MS. JAMISON: Whoever owns the road,
9 yeah, I don't know. MDOT will control the 57
10 corridors and stuff, but --

11 MR. ARNOLD: Anybody can come. I'll
12 give them a glass of tea. They can just sit on
13 the porch and just watch, just watch the traffic.

14 MS. JAMISON: How -- what we can do
15 about widening Old Spanish Trail or changing the
16 speed limit of it? I'm not quite sure.

17 Y'all got any suggestions on that? Is
18 that something the Council can approve?

19 MR. DANOS: Yes. The Council can put
20 controls in. It depends on their -- on the city
21 roadways.

22 MR. ARNOLD: I think that's more
23 important than --

24 MS. JAMISON: So that's not his problem,
25 though. That's our problem.

1 MR. ARNOLD: Right, right. I
2 just wanted to make that --

3 MS. JAMISON: So the only limitations I
4 think we should put on him, a 70-foot buffer
5 around the entire PUD, both of them.

6 MR. SCRUGGS: Not the entire PUD.
7 Around the adjacent properties. I mean, but -- we
8 don't want it on Old Spanish Trail.

9 MS. JAMISON: No.

10 MR. SCRUGGS: So let's --

11 MS. JAMISON: Right. The adjacent
12 properties, right, which is --

13 MR. SCRUGGS: Yeah, yeah, yeah.

14 MS. JAMISON: -- three of the sides on
15 both properties. Not Old Spanish Trail. Sure.
16 And no connection to another neighborhood.

17 MR. HUDSON: And a drainage study.

18 MS. JAMISON: Well, that's going to --
19 that comes with it already.

20 MR. SCRUGGS: Ocean Estates either
21 because I don't think anybody -- that's a
22 multi-family, one-owner type property. I don't
23 think anybody here is from Ocean Estates, are
24 they? Anybody here from Ocean Estates?

25 MS. JAMISON: No. I don't think anybody

1 was from Ocean Estates.

2 MR. SCRUGGS: So we're really concerned
3 about Fairfield and Old Shell Landing.

4 MS. JAMISON: Okay. I'm going to
5 attempt to make a motion here. Y'all good with
6 that? Okay.

7 UNIDENTIFIED SPEAKER: Can I -- can we
8 clarify. The buffer is with the trees, right, not
9 just space?

10 MS. JAMISON: With the trees. I'm going
11 to put that in there.

12 UNIDENTIFIED SPEAKER: Thank you.

13 MS. JAMISON: Thank you.

14 MR. ANKERSON: I can make a suggestion,
15 if this is your intention, I would be specific
16 about leaving an undisturbed buffer, in other
17 words, if you want the woods that's there --
18 because if you just say "buffer," they can clear
19 it and then come back and put whatever the
20 ordinance calls a buffer.

21 UNIDENTIFIED SPEAKER: That's why I
22 wasn't clear.

23 MR. ANKERSON: But if your intention is
24 to leave it undisturbed, make sure you specify.

25 MR. SCRUGGS: And let me add one more

1 thing. I'm trying to -- this is to help. This is
2 to help I hope. If y'all happen to give us a
3 motion tonight, why don't we modify the document
4 that goes to City Council so that they don't have
5 to vote on it with all these stipulations? They
6 can adopt the plan with your stipulations.

7 MR. DANOS: Absolutely.

8 MR. HUDSON: Absolutely.

9 MR. DANOS: So whatever your motion is,
10 if it passes, you'll amend the pictorials
11 accordingly before it gets to Council.

12 MR. SCRUGGS: Yeah.

13 MR. HUDSON: Okay. Awesome.

14 MS. JAMISON: All right.

15 MR. HUDSON: So before -- what we're
16 fixing to vote on tonight is both of them at one
17 time?

18 MR. DANOS: No, sir. The first one will
19 be the new -- the amended PUD plan. That's where
20 she wants to put the stipulations.

21 The other one, there won't -- you can't
22 have contingencies on a rezoning.

23 MS. JAMISON: Okay. So -- oh, we can't
24 put stipulations on the --

25 MR. DANOS: You can't on -- so you're up

1 to make a motion on the amended PUD plan and
2 that's where you want your stipulations.

3 MS. JAMISON: Uh-huh, but I want the
4 same stipulations on that new one too. I can't do
5 that?

6 MR. ANKERSON: The PUD plan encompasses
7 that area.

8 MR. DANOS: Oh, okay.

9 MS. JAMISON: But the new area, the east
10 area, we want the same thing. We don't want -- we
11 want a buffer where it backs up to the residential
12 area, except for Ocean Estates.

13 MR. DANOS: Oh, go ahead.

14 MR. SCRUGGS: I mean, the conflict the
15 whole time has been the western parcel. I mean, I
16 don't know that anybody here has spoke in conflict
17 with the east parcel, so I would have --

18 MS. JAMISON: They might want to come
19 back and see.

20 MR. SCRUGGS: And both of them were
21 notified, so, I mean, I would hope that --

22 MS. JAMISON: Does anybody live by the
23 east parcel or is everybody the west parcel?

24 UNIDENTIFIED SPEAKER: Well, I doubt
25 Ocean Estates would have gotten one. The owner

1 probably would have got one, but they all wouldn't
2 have gotten one, so that's probably why they
3 weren't noticed to be here. If they chose to be
4 here --

5 MS. LOGAN: That's correct. There's
6 only one owner of Ocean Estates, and they're the
7 only person that got that letter. Each person
8 didn't get a letter.

9 MS. JAMISON: Right. So they don't own
10 it, so they don't --

11 MS. LOGAN: Right.

12 MR. ANKERSON: Babs, did you answer
13 that?

14 MS. LOGAN: Uh-huh.

15 MR. ANKERSON: Did it go to just the one
16 address to the --

17 MS. LOGAN: Uh-huh.

18 MR. ANKERSON: Which is our public
19 notice requirement by law.

20 MS. LOGAN: The county shows -- the
21 county shows that there's one owner of that whole
22 thing. Those people don't own each thing.

23 MS. JAMISON: What about the other side
24 of that parcel? The other east -- the east side
25 of -- that east parcel?

1 MS. LOGAN: Whoever -- yeah, whoever was
2 within 500 feet.

3 MS. JAMISON: They got a notification
4 and they're not here tonight?

5 MS. LOGAN: Correct.

6 MS. JAMISON: This is why y'all being
7 here is making this difference. Okay?

8 MR. HUDSON: It makes a difference.

9 MS. JAMISON: All right. I'm going
10 to -- I'm going to attempt this. This is a lot.

11 So I recommend that -- Josh, can you
12 hear and Melissa?

13 MR. WARD: I can hear now.

14 THE COURT REPORTER: I can hear.

15 MS. JAMISON: I do not want to have to
16 repeat this. I don't want to have to repeat this.

17 Okay. I recommend that the City Council
18 approve the rezone of PID Number 82438110.000 from
19 R-1 low-density to PUD, planned unit development,
20 with a 70-foot buffer -- oh, never mind, no.
21 Scratch that, no 70-foot buffer on this one.

22 MR. DANOS: Period.

23 MS. JAMISON: Period.

24 And I approve the amended PUD plan for
25 PID Number 82438100.125 and 82438100.000 with the

1 following changes: A requirement for a 70-foot
2 buffer of undisturbed -- an undisturbed 70-foot
3 buffer on the south and west property lines that
4 are adjacent to residential areas and no
5 connection to any other neighborhood or streets
6 allowed.

7 MR. DANOS: Except for -- except for
8 Spanish Trail.

9 MS. JAMISON: Except for Spanish Trail
10 Road.

11 Do I have a second?

12 MR. HUDSON: I'll second that motion.

13 MS. JAMISON: All in favor, raise your
14 hand.

15 MR. HOOVER: (Indicating in favor.)

16 MR. HUDSON: (Indicating in favor.)

17 MS. JAMISON: (Indicating in favor.)

18 Josh?

19 MR. WARD: Aye.

20 MS. JAMISON: It's approved for that.
21 Okay.

22 (Hearing concluded.)
23
24
25

CERTIFICATE OF COURT REPORTER

I, MELISSA BURDINE-RODOLFICH, Court Reporter
and Notary Public, in and for the County of
Harrison, State of Mississippi, hereby certify that
the foregoing pages, and including this page,
contain a true and correct copy of my stenotype
notes and/or electronic tape recording of the
testimony of the witness, as taken by me at the
time and place heretofore stated, to the best of my
skill and ability.

I further certify that I am not in the employ
of, or related to, any counsel or party in this
matter, and have no interest, monetary or
otherwise, in the final outcome of the proceedings.

Witness my signature and seal, this the
_____ day of _____, 2025.

Melissa Burdine-Rodolfich
My Commission Expires 4/03/28

**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

July 15, 2025
**Consideration of a request for approval of an
amended PUD Plan (PID# 82438100.125 and
82438100.000) (GPC Case Number 25-27-RZ)**

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a request for approval of an amended PUD Plan (PID# 82438100.125 and 82438100.000) (GPC Case Number 25-27-RZ).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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, in 2019, the relevant parcels (Jackson County PID# 82438100.125 and 82438100.000) were rezoned as a Planned Unit Development (PUD), and a PUD Plan was approved in association with same; and

WHEREAS, the current landowner desires to amend the PUD Plan as reflected in the attached documentation; and

WHEREAS, after proper notice, a public hearing was held before the Gautier Planning Commission on June 5, 2025, and the Commission recommended that Council approve an amended PUD Plan for the relevant parcels, with the following changes: 1) a requirement for an undisturbed 70' buffer on the south and west property lines adjacent to residential areas; and 2) no connection to any other neighborhood or streets allowed except for Old Spanish Trail; and

WHEREAS, the current landowner has agreed to those conditions being included in the amended PUD Plan, and has submitted revised documentation to that effect (attached); and

WHEREAS, the Mayor and Council Members hereby find that approval of the Amended PUD Plan is in the best interests of the City;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Amended PUD Plan is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

SEAGRASS LANDING:

A PLANNED UNIT DEVELOPMENT OF GAUTIER, MISSISSIPPI

JULY 2025

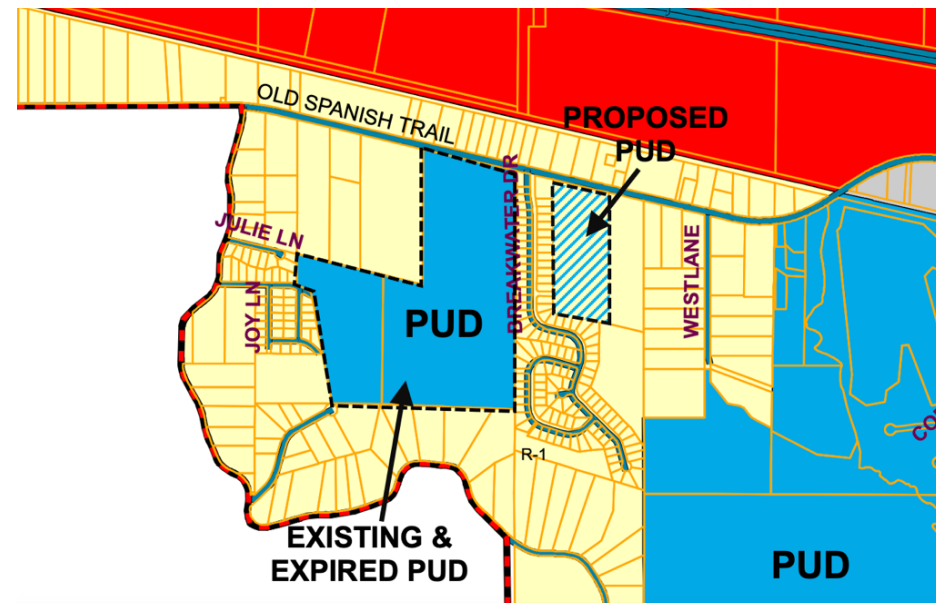
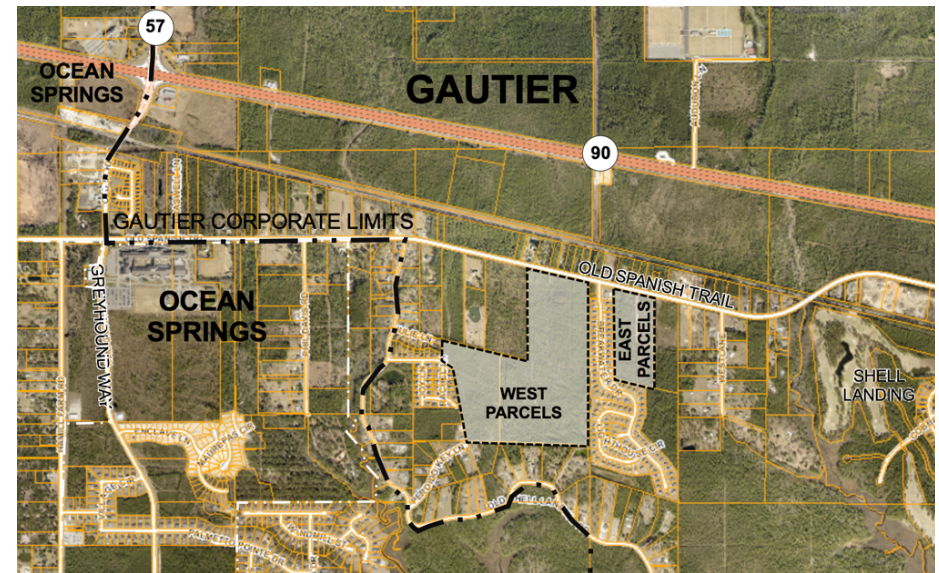
Introduction

Seagrass Landing is proposed Residential Planned Unit Development located south of Old Spanish Trail in Gautier, Mississippi. The site will be developed by Elliott Land Developments, LLC. The project includes three parcels of land that are located along the east and west boundaries of Ocean Estates II subdivision. The western area includes two parcels of approximately 88 acres. The smaller, eastern parcel is approximately 20 acres. In total, the development will include slightly more than 108 acres of land.

The overall plan is to create a Conservation Subdivision or “cluster” development that will include smaller lot size in an effort to avoid wetlands and sensitive areas while maintaining the economic viability of the project. The project will include ‘patio homes’ which typically include smaller lot sizes than more traditional, residential lots. The overall density of the project will be less than the 2019 PUD plan approved previously. Additionally, with the eastern parcel included with the proposed PUD, the total project area is larger than the 2019 Plan.

The site is located within the westernmost area of the City and within close proximity to the Gautier corporate boundary. In 2019, the western parcels were rezoned as a Planned Unit Development (PUD). The eastern parcel maintains a zoning designation of Low Density Single-Family Residential (R-1). For a consistency in development, this project will include a request to designate the eastern property as a PUD and be included in this PUD Plan.

The PUD designation will provide the developer more flexibility in design. With this flexibility, Seagrass Landing can be developed with a greater avoidance of wetlands and sensitive areas for enhanced opens spaces. By leaving these wetlands more intact, their natural function of absorption and flood control will benefit the neighborhood and area. These areas also create natural buffer areas between adjacent properties.



Unified Development Code & Comprehensive Plan

Planned Unit Developments (PUDs) are a common element of most zoning codes across the nation. PUDs provide flexibility in design to permit a mix of uses, avoid sensitive areas, and similar goals outlined in Comprehensive Plans. Oftentimes these goals are difficult to achieve in typical zoning regulations that focus on segregating uses and establish minimum lot sizes that encourage harmony or monotony. In the City's Unified Development Code (UDC), Planned Unit Developments (PUDs) are defined as follows:

An area for which a unitary development plan has been prepared indicating, but not being limited to, the following land uses; open space, on-site circulation for both pedestrians and vehicles, parking, setbacks, housing, densities, building spacing, land coverage, landscaping, relationships, streets, building heights, accessory uses, and architectural treatment. A planned unit development also includes "cluster developments," which are development design techniques that concentrates buildings in a specified area on a site to allow the remaining land to be used for recreation, common open space, or preservation of environmentally sensitive areas.

Seagrass Landing is an example of a cluster development that will include open space or common areas with the remaining wetlands.

Along the Mississippi Coast, wetland areas are oftentimes simply mitigated to expand the developable areas of the site. This involves the filling of wetlands and the development within these areas that were previously regulated wetlands. By preserving portions of these wetland areas, the site is enhanced with more common and buffer areas. More importantly, these wetlands and buffers provide natural drainage and retention areas that can reduce the amount of infrastructure and detention basins. The Gautier Comprehensive Plan recognizes the benefits associated with preserving wetland and natural areas:



In addition to providing a natural habitat for plants and animals, they [wetlands] provide a valuable role in floodplain management. When rivers overflow, wetlands absorb and slow the impeding floodwaters, mitigating the effect of flooding on communities. (Gautier Comprehensive Plan, p. 38).

Due to the natural constraints of the area including areas prone to flooding, wetlands, the coastal land and the bayous which are found in many areas, well-designed development will be required to allow growth to occur while protecting environmentally fragile areas (Gautier Comprehensive Plan, p. 43).

The Comprehensive Plan provides Implementation and Action Steps to protect Natural Resources and the following specifically related to Seagrass Landing.

- *Protect environmentally sensitive areas through creative development design.*
- *Use the principals of Low Impact Residential Development in appropriate places.*
- *Require Conservations Subdivisions or cluster housing in environmentally sensitive areas. (Gautier Comprehensive Plan, p. 45).*

Within the Housing and Neighborhood Stabilization section of the Plan, the following Goal is reiterated:

- *Require Conservations Subdivisions or cluster housing in environmentally sensitive areas. (Gautier Comprehensive Plan, p. 58).*

5.3.17 PUD (Planned Unit Development)

According to the UDC's Section 5.3.17 PUD, the purpose and intent of the PUD District is to:

...encourage flexibility in the development of land, in order to promote its most appropriate use; to improve the design, character and quality of new developments; to encourage a harmonious and appropriate mixture of uses; to facilitate the adequate and economic provision of streets, utilities, and city services; to preserve the natural, environmental and scenic features of the site; to encourage and provide a mechanism for arranging improvements on sites so as to preserve desirable features; to mitigate the problems which may be presented by specific site conditions; and to encourage subdivisions which address the affordable housing goals, objectives and policies of the city's comprehensive plan. Uses permitted "by right" are established by the intent of the underlying Comprehensive Plan Future Land Use Map. It is anticipated that PUDs will offer one or more of the following advantages:

- B. Enhance the appearance of neighborhoods by conserving areas of natural beauty, and natural green spaces.*
- F. Promote and protect the environmental integrity of the site and its surroundings and provide suitable design responses to the specific environmental constraints of the site and surrounding area.*

The PUD District provides a flexible tool to develop cluster and conservation subdivisions in a manner consistent with the Comprehensive Plan. PUDs can provide a reduced development footprint with smaller and more compact lots. This leads to decreased lengths of roadways and less impervious surfaces. The UDC outlines the following minimum requirements for PUDs:

Total Site or Development Area: Two (2) acres

Lots for single-family detached dwelling units: Seventy-five hundred (7,500) square feet

Lots for single-family detached patio home or zero lot line dwelling units: Five thousand (5,000) square feet

Lots for single-family attached dwelling units: Twenty-four hundred (2,400) square feet

Seagrass Landing is being proposed as a ‘patio home’ development that will include minimum lot areas of 6,500 square feet on the Western Parcels and 7,000 square feet on the Eastern Parcel. Both areas significantly exceed the minimal lot area requirements of 5,000 square feet.

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			*Tier 1	Tier 2	Tier 3	Front	Side	Rear	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3
AG	20,000 SF	100	35	N/A	N/A	50	20/35	25	none	N/A	N/A	N/A	N/A	N/A	15	N/A	N/A
R-E	43,560	150	35	N/A	N/A	50/35	20/35	35	none	N/A	N/A	N/A	N/A	N/A	20	N/A	N/A
R-1	9,600	80	35	N/A	N/A	25/35	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A

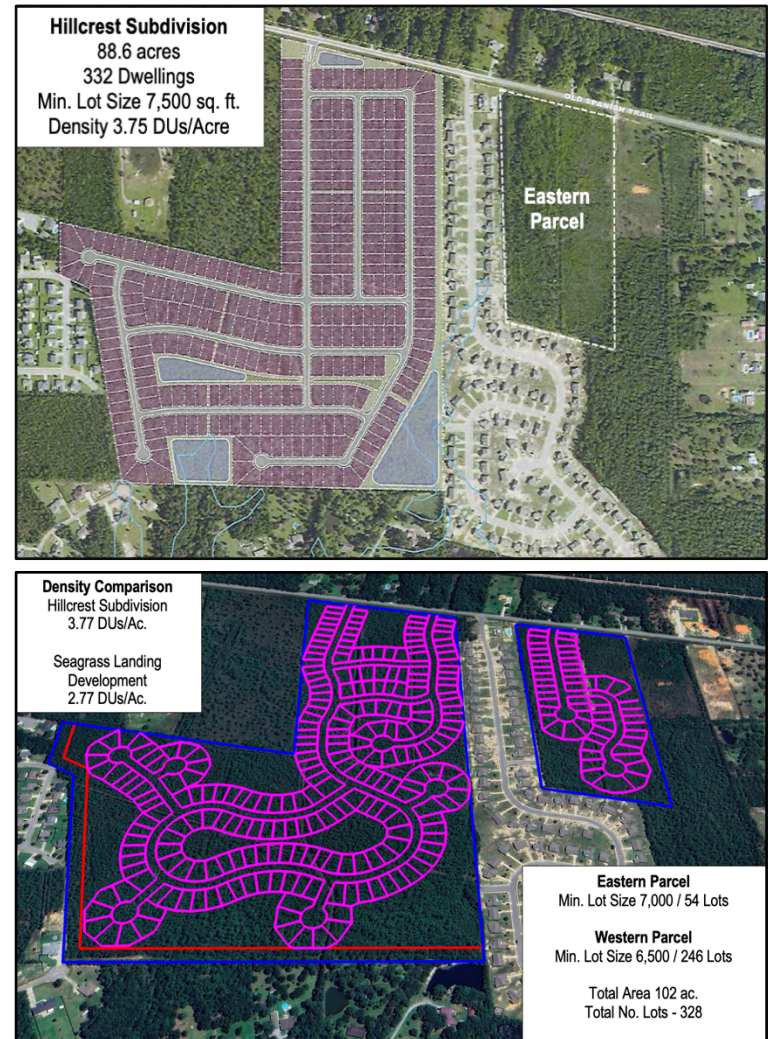
2019 Plan: Hillcrest Subdivision-Previous PUD

The present zoning of the western parcels was established in 2019 as a PUD. Within the City of Gautier, a “PUD” Plan must be implemented within three (3) years unless extended. Plans that are not constructed are set to expire at the end of the three year period. The approved PUD Plan associated with the Hillcrest Subdivision expired in 2022. The eastern parcel was not included in the 2019 project and maintains the R-1 District designation. It is important to recognize that while the PUD plan may have expired, the PUD designation (zoning) remains in place. The current proposal includes designating the eastern parcel as a PUD and incorporate the eastern parcel into the revised PUD plan.

The PUD Plan approved previously included 332 lots on 88 acres of land. The Hillcrest Subdivision PUD plan included lots that were compliant with the minimum lot areas of a PUD for a single-family residential units (7,500 sq. ft.), but failed to provide other characteristics typically related to PUDs such as mix of use, open space, or conservation areas. The majority of the open spaces were detention ponds and the plan included the mitigation of all wetlands on the site. The development plan of Seagrass Landing includes smaller lots than the Low Density, Single-Family Residential (R-1) District, but more open space. In addition, the western area includes a 70-foot buffer area along the westernmost and southernmost property lines (see lower image).

Hillcrest Subdivision had an overall site density of approximately 3.77 residences per acre. By contrast, Seagrass Landing is a less dense project with approximately 2.77 units per acre. Hillcrest Subdivision includes approximately 88 acres while Seagrass Landing with the additional parcel to the east has a total area of 108 acres. Despite a larger area of more than 20 acres, the lot count of Seagrass Landing is 300 or 32 lots less than the 332 of Hillcrest Subdivision. The provides a site density that is approximately 1dwelling unit less per acre in Seagrass Landing. For the western parcel, the Hillcrest lot count was 332 units while the western parcel of Seagrass Landing is only 246 dwelling units (2.79 units per acre). Within the 88 acres of the western phase, this is a reduction of 86 dwelling units proposed with the Seagrass Landing.

The smaller lots sizes of Seagrass Landing combined with the overall reduction in the number of lots and an increase in the project area allows the site to place more of the sensitive areas of the property in conservation areas.

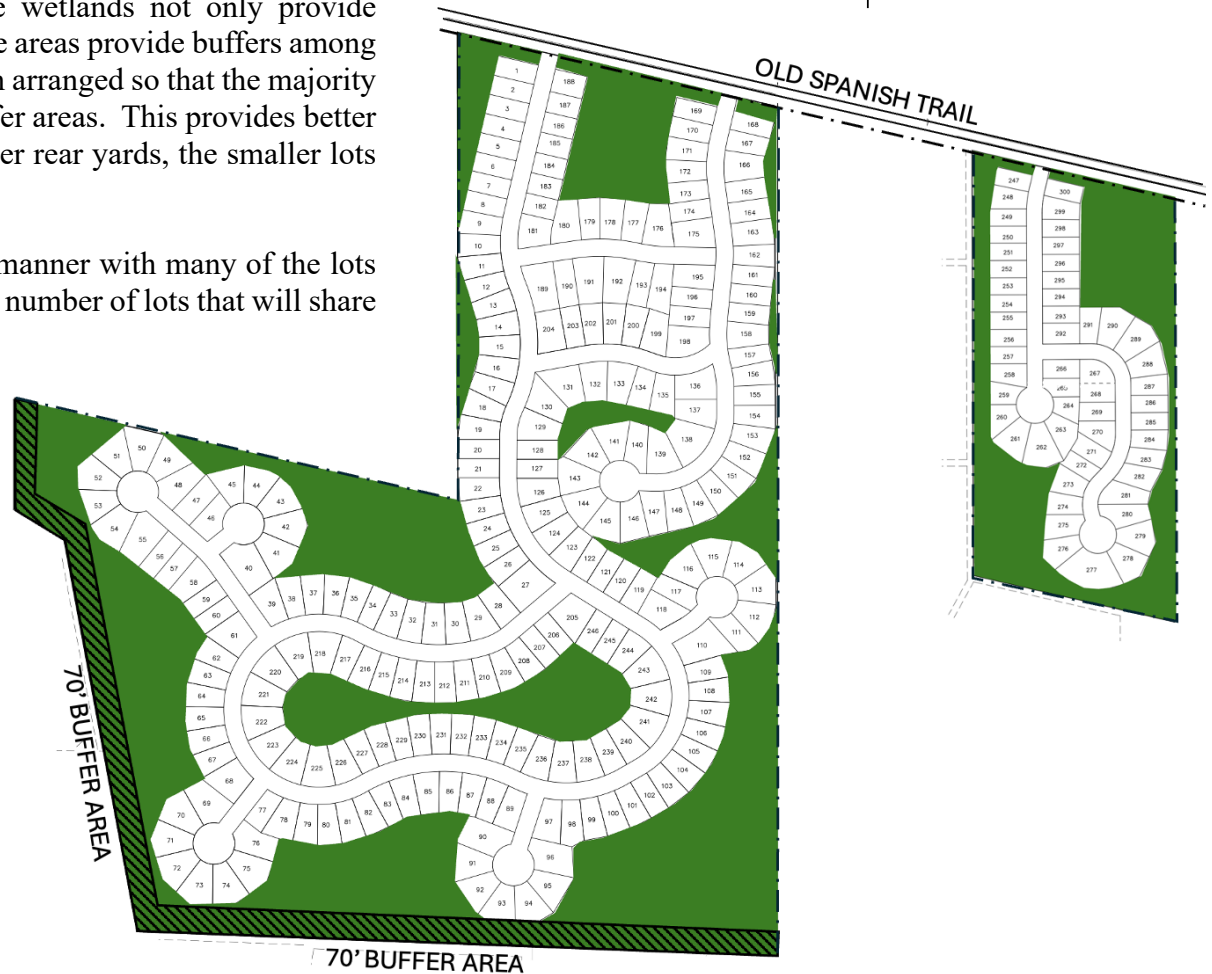


Seagrass Landing: Open Space

Unlike the Hillcrest Plan, Seagrass Landing is proposing to preserve more of the site's natural wetland areas. Both the western and eastern parcels include significant wetland areas that will remain. The wetlands not only provide benefits related to flood control and retention, these areas provide buffers among adjacent properties. The western parcels have been arranged so that the majority of properties have rear yards along wetland or buffer areas. This provides better separation among neighbors. Also with these larger rear yards, the smaller lots feel much larger.

The eastern parcel will be developed in a similar manner with many of the lots with rear lot lines along wetland areas. There are a number of lots that will share a common rear yard lot line with Ocean Estates.

Despite the smaller lot sizes, the lots will have a more openness because of the preservation of wetlands. The survey of the properties indicates there are 108 acres with the western and eastern parcels. Of this, approximately 29.5 acres will be preserved with 4.0 acres serving as stormwater retention. Approximately twenty-five (25) percent of the total area of the eastern and western sites will be preserved as open space.

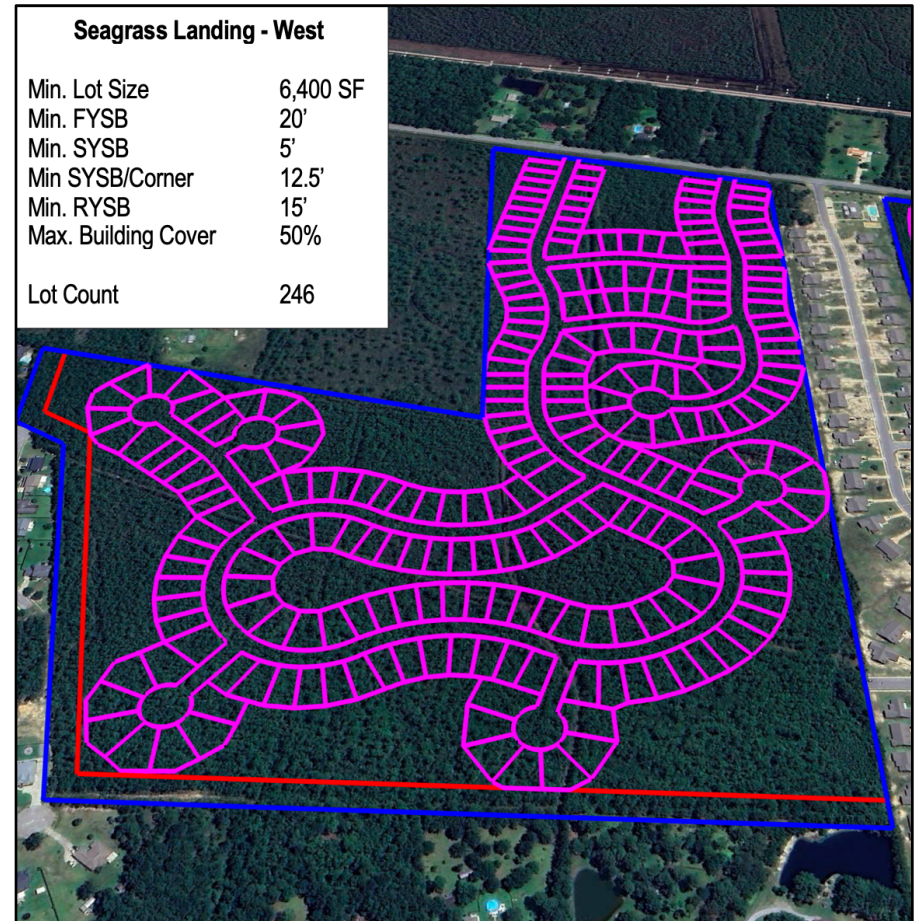
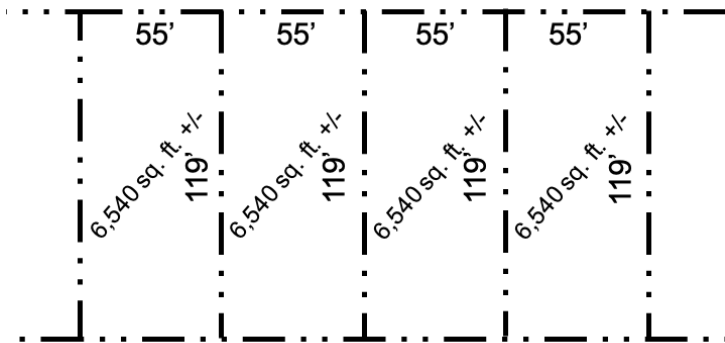


Seagrass Landing-West

With the expiration of Hillcrest Subdivision's PUD plan, Elliott Land Developments purchased the property with the intent of developing a single-family residential neighborhood. The development will consist of detached dwellings on smaller lots or patio homes. The Hillcrest plan was approved for 332 units on the western 88 acres with very little open space or common areas. In contrast, Seagrass Landing-West will only include 246 dwelling units within this same area. Despite the smaller lot sizes, the western area proposes a density of approximately 2.79 units per acre. As previously mentioned, Hillcrest proposed a density of approximately 3.77 units per acre. In total, the western parcels within the Hillcrest plan included 86 more lots or dwelling units on the same property. The western plan does not connect to adjacent subdivisions with roadways and a 70-foot buffer area is provided along the southernmost and westernmost property lines.

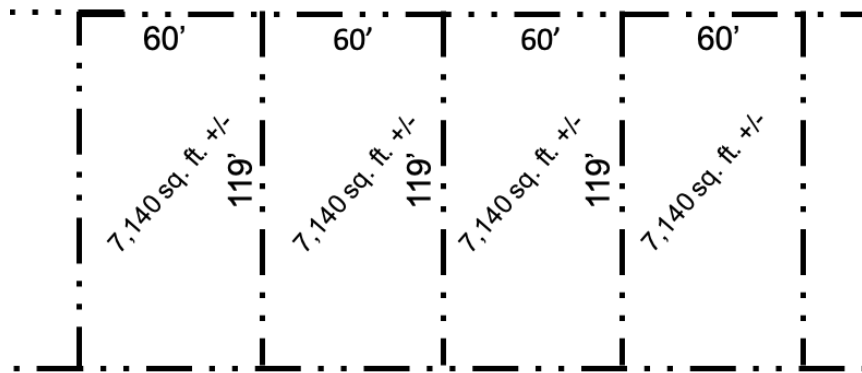
To the immediate east of the site is Ocean Estates, a platted subdivision of approximately 120 dwelling units. All lots and common areas with Ocean Estates is under a single-ownerships and functions as a rental neighborhood.

Typical Lot Dimensions-Western Phase



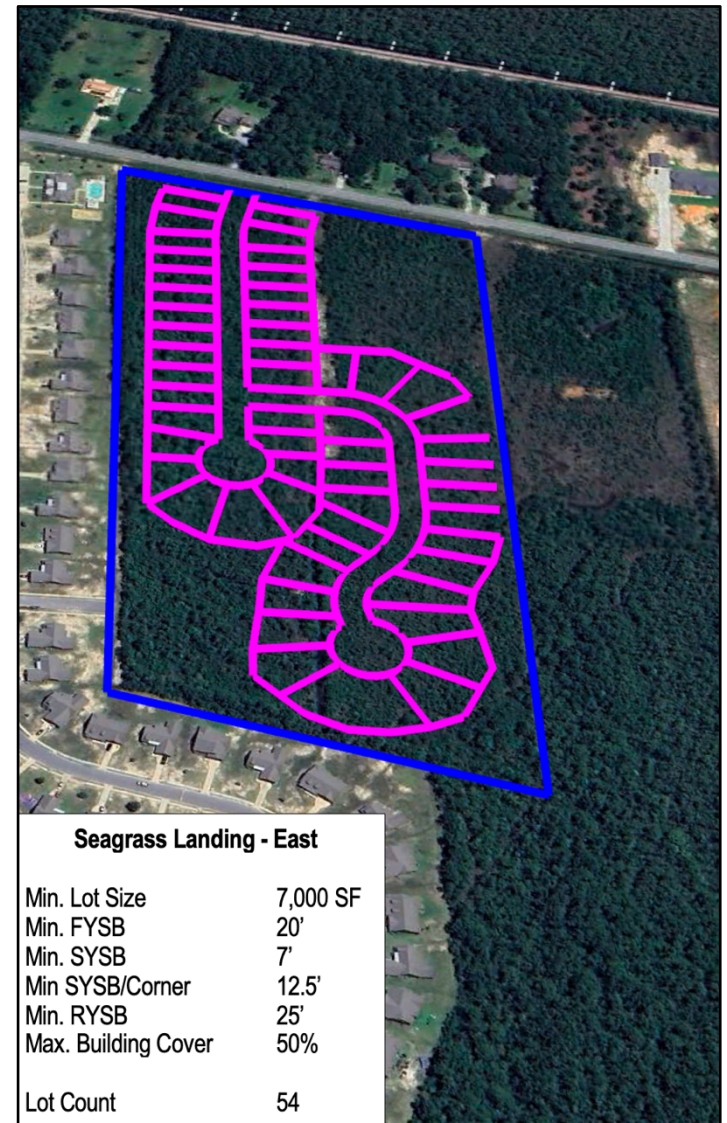
Seagrass Landing- East

The eastern parcel of Seagrass Landing is approximately 20 acres in size. Despite being under the same ownership, this area was not included in the 2019 Plan. The developer intends to include this area within the current PUD Plan for Seagrass Landing. Despite the inclusion with the PUD, the lot sizes are more consistent with standard zoning district sizes and are larger than the lots within the western phase. The PUD will permit more compact lots with minimum areas of 7,000 square feet with wetlands preserved in common areas. A slight reduction in lot sizes and side yard setbacks is included to allow greater flexibility in house selection and sizes.



Typical Lot Dimensions-Eastern Phase

Seagrass Landing Lot Standards	west	east
Lot Area (Minimum)	6,400 sq. ft.	7,000 sq. ft.
Front Yard Setback (Minimum)	20	20
Side Yard Setback (Minimum)	5	7
Rear Yard Setback (Minimum)	15	25
Percent Coverage (Maximum)	50	50



Seagrass Landing - East

Min. Lot Size	7,000 SF
Min. FYSB	20'
Min. SYSB	7'
Min SYSB/Corner	12.5'
Min. RYSB	25'
Max. Building Cover	50%
Lot Count	54

Seagrass Landing: Housing

Seagrass Landing will include patio-houses which are generally considered smaller homes. The development will include homes that generally range in widths of 38 to 46 feet. Despite the somewhat smaller lots, the homes will range in sizes from approximately 1,550 square feet to 4,050. The flexibility provided through the PUD designation will provide a greater diversity of housing types that can include single and two-story homes.

The use of various elevations and finishes can provide a development that with a blend of houses and not continuous rows of houses that are indistinguishable.



**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting:

July 15, 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	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 July 15, 2025.

Docket of Claims
Release date from 07/15/2025 thru 07/15/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG ENTERPRISE FUND	252730	07/15/2025	06/27/2025			35,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE: FUND 363		06262025	06/26/2025			35,000.00
001	WASTE PRO - GAUTIER	252761	07/15/2025	07/07/2025			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRASIER PORT O LET		0001488294	06/30/2025			35.00
	001-170-698	BACOT PORT O LET(2)		0001488312	06/30/2025			250.00
001	MS MUNICIPAL LEAGUE	252764	07/15/2025	07/07/2025			1,050.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MML CONF: FULLER		40987	06/16/2025			350.00
	001-001-681	MML CONF: JAMISON		40987	06/16/2025			350.00
	001-001-681	MML CONF: JACKSON		41169	07/01/2025			350.00
001	RELX INC DBA LEXISNEXIS	252765	07/15/2025	07/07/2025			163.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2025 4254VNBSY		3095879817	06/30/2025			163.00
001	BORDIS & DANOS PLLC	252766	07/15/2025	07/07/2025			11,490.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JUL 2025 RETAINER		145	07/01/2025			11,250.00
	001-060-602	GALLOWAY: BRANDYWINE LITGTN		145	07/01/2025			240.50
001	FOSTERS A/C & HEATING INC	252767	07/15/2025	07/07/2025			182.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	REPL CAPACITOR: U#1 PLNG		W1172913	06/23/2025			182.25
001	SPORTSCONDUCTOR LLC DBA JARVIS	252768	07/15/2025	07/07/2025			94.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2025 CHEER (5)		6457	07/01/2025			19.75
	001-170-502	2025 FOOTBALL (19)		6457	07/01/2025			75.05
001	THE PET CONNECTION	252769	07/15/2025	07/07/2025			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	3 DAY BOARDING FEE: LADY J		260059	06/12/2025			75.00
001	ERIC MINOR	252770	07/15/2025	07/07/2025			64.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-698	REIM: EMBDR LOGO/NAME (2)		29623	07/01/2025			64.00
001	DIRECTV LLC	252771	07/15/2025	07/07/2025			182.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (AUG)		X250714	07/14/2025			182.00
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	252775	07/15/2025	07/07/2025			27,235.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-815	LOAN PMT:POLICE VEHICLE(3)		504	07/07/2025			27,235.04

Docket of Claims
Release date from 07/15/2025 thru 07/15/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CADENCE EQUIPMENT FINANCE	252776	07/15/2025	07/07/2025			84,258.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-808	PMT 2: 002-0070322-003		07252025	07/25/2025			84,258.18
001	H2O INNOVATION OPERATION & MAINTENANCE	252777	07/15/2025	07/07/2025			31,832.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-672	JUN 2025 MAINT OPS		2025-06	06/30/2025			31,832.51
001	PSYCHOLOGICAL RESOURCES INC	252780	07/15/2025	07/07/2025			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PSYCH EVALUATION(5)		2506051	06/03/2025			750.00
	001-100-604	PRE-EMP PSYCH EVALUATION		2507044	07/01/2025			150.00
001	AUTOZONE INC	252781	07/15/2025	07/07/2025			202.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BLUE DEF PLATINUM (2): E5		4907806779	06/02/2025			50.42
	001-100-570	HARMONIC BALANCER: #19685		4907818751	06/24/2025			151.99
001	WARREN PAVING INC	252782	07/15/2025	07/07/2025			540.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	2.9 TN ASPHALT: UNIVERSITY		108603	06/13/2025			265.35
	001-201-576	3.01 TN ASPHALT: POTHOLE		109313	06/26/2025			275.42
001	PARSLEYS PHOTOGRAPHY	252784	07/15/2025	07/07/2025			214.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-698	COUNCIL HEADSHOTS (5)		10221	07/02/2025			214.00
001	MS DEPT ARCHIVES & HISTORY	252786	07/15/2025	07/08/2025			157.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-279	RECORD FEES: 2ND QTR 2025		06302025	06/30/2025			157.00
001	AUTO TRUCK AND TRAILER PARTS INC	252790	07/15/2025	07/08/2025			531.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	BOX RAGS (3)		323593	06/09/2025			154.35
	001-100-570	15LBS R134A FREON		323634	06/11/2025			152.05
	001-161-638	15LBS FREON		323658	06/11/2025			152.05
	001-170-639	HITCH; HITCH PIN: REC TRLR		323705	06/13/2025			47.05
	001-170-639	HITCH PIN (2): REC TRLR		323761	06/16/2025			2.90
	001-170-559	MEASURING TAPE		323761	06/16/2025			7.05
	001-161-638	BRAKE VALVE: E5		324080	06/30/2025			15.60
001	HENZE ENTERPRISES INC	252792	07/15/2025	07/08/2025			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4 CY CONC AGG: POTHOLIES		33663	07/02/2025			160.00
001	O'REILLY AUTO PARTS	252793	07/15/2025	07/08/2025			2,072.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	MANIFOLD SET; #319687		1978370725	05/29/2025			10.19
	001-100-570	BRK CLNR(12); ANTIFRZ(6)		1978370725	05/29/2025			161.82
	001-100-570	AC COMPRESSOR: #17768		1978370744	05/29/2025			304.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	252793	07/15/2025	07/08/2025			2,072.05	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	8OZ PAG OIL 46: #17768	1978370745	05/29/2025			13.37	
	001-161-638	ICP SOLENOID: #43091	1978370775	05/29/2025			106.79	
	001-100-570	CAMSHAFT SENSOR: #17120	1978370844	05/30/2025			49.06	
	001-100-570	LK DET PUMP;LAMP BULB:#19686	1978371256	06/02/2025			38.60	
	001-170-639	BATTERY: EXMARK MOWER	1978371345	06/03/2025			56.93	
	001-100-570	LK SEAL(3);LK DETECT: #17530	1978371351	06/03/2025			72.96	
	001-100-570	BAL DUE: OIL FLTR EXCHANGE	1978371371	06/03/2025			.69	
	001-100-570	SEMI MET BRK PAD: #19687	1978371496	06/04/2025			51.30	
	001-170-639	UTV OIL; OIL FLTR: POLARIS	1978371607	06/05/2025			16.96	
	001-100-570	WARNTY RTN: SOLENOID;LK PUMP	1978371614	06/05/2025			-68.36	
	001-100-570	LUG NUT: #10636	1978371615	06/05/2025			3.91	
	001-100-570	OIL DRN PLUG: 17823	1978371687	06/06/2025			3.91	
	001-205-570	TRANS FLUID: #70508	1978372148	06/10/2025			11.49	
	001-170-638	6Q OIL;FLTR;PROTECT: #65632	1978372213	06/11/2025			39.66	
	001-100-570	FUEL TANK TRX UNIT: #19686	1978372265	06/11/2025			143.44	
	001-170-559	PRY BAR SET: REC SHOP TOOLS	1978372278	06/11/2025			15.99	
	001-100-570	PURGE SOLENOID: #17530	1978372402	06/12/2025			28.04	
	001-170-638	6Q OIL; FILTER: 2011 F350	1978372808	06/16/2025			34.89	
	001-100-570	PURGE VLV;LK DET PUMP:#12456	1978372813	06/16/2025			50.78	
	001-100-570	RTN CR: PURGE VALVE	1978372816	06/16/2025			-29.93	
	001-100-570	PURGE SOLENOID: #19684	1978372816	06/16/2025			49.89	
	001-100-570	SYL HEADLT BULB: #12456	1978372828	06/16/2025			28.13	
	001-100-570	STARTER: #12456	1978372943	06/17/2025			149.58	
	001-100-570	OIL FILTER (12): PD FORDS	1978372987	06/18/2025			134.40	
	001-100-570	OIL DRN PLG;BRKLT SWTH:#12456	1978372987	06/18/2025			37.92	
	001-100-570	WIPER BLADE (30): PD UNITS	1978372988	06/18/2025			149.70	
	001-170-638	1Q OIL; FILTER: 2011 F350	1978373033	06/18/2025			48.84	
	001-161-638	STARTER: #43104	1978373055	06/18/2025			173.39	
	001-170-638	BATTERY : 2006 RAM	1978373097	06/19/2025			124.08	
	001-170-638	REAR MN SEAL: 2004 F250	1978373143	06/19/2025			15.99	
	001-100-570	ENGINE MNT: #19685	1978373889	06/26/2025			43.04	
001	JACKSON COUNTY ADULT DETENTION CENTER	252794	07/15/2025	07/08/2025			5,280.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	JUN 2025 ADC CHGS	06302025	07/08/2025			5,280.00	
001	TEC	252796	07/15/2025	07/08/2025			100.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	1226199	07/01/2025			100.73	
001	DELTA UTILITIES	252797	07/15/2025	07/08/2025			52.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	SOUTH FIRE:5/22-6/24/25	11000999-0	07/01/2025			52.42	
001	DELTA UTILITIES	252798	07/15/2025	07/08/2025			59.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE:5/22-6/24/25	11000885-1	07/01/2025			59.31	

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001	STATE TREASURER	252799	07/15/2025	07/08/2025			7,136.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2025 COURT ASSESSMENTS		06302025	07/01/2025			7,136.46
001	MS DEPT OF PUBLIC SAFETY	252800	07/15/2025	07/08/2025			453.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2025 SPECIAL ASSESSMENTS		06302025	07/01/2025			453.00
001	AIRGAS USA LLC	252801	07/15/2025	07/08/2025			647.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5517505037	06/30/2025			647.87
001	MS DEPT OF PUBLIC SAFETY	252802	07/15/2025	07/08/2025			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2025 INTERLOCK FEES		06302025	07/01/2025			100.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	252803	07/15/2025	07/08/2025			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JUN 2025 STATE ASSESSMENTS		06302025	07/01/2025			100.00
001	C SPIRE WIRELESS	252804	07/15/2025	07/08/2025			548.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-606	NCIC EQUIP CHGS 3000652433		652433-49	07/01/2025			548.10
001	CATALIS COURTS AND LAND RECORDS LLC	252805	07/15/2025	07/08/2025			1,711.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUL 2025 COURT SUPPORT		308354050	07/01/2025			1,711.50
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	252806	07/15/2025	07/08/2025			340.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUN 2025 ACCT 6006920		202506-1	07/01/2025			340.00
001	ACE DATA STORAGE INC	252807	07/15/2025	07/08/2025			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUN 2025 SHREDDING SERVICE		0107065	07/01/2025			105.00
001	RJ YOUNG COMPANY LLC	252808	07/15/2025	07/08/2025			746.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	UNL-J9N100-01 RENTAL FEE		INV7584925	07/03/2025			746.00
001	LOWE'S	252809	07/15/2025	07/08/2025			806.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-586	S40 PLUMBING PARTS (11)		971923	05/27/2025			63.62
	001-170-559	PS LTHR GLOVES (2): REC		971778	05/27/2025			27.70
	001-170-559	3M EARMUFF; SFTY GOGGLES:REC		971778	05/27/2025			45.56
	001-205-559	15CT BLK CABLE TIES		980154	05/30/2025			9.39
	001-205-586	BOLT(25); NUT(25); WASHER(50)		980154	05/30/2025			18.50
	001-170-634	2-8-10 TRTD #2 (3): GM PIER		979682	05/30/2025			41.85
	001-170-639	5CT COUPLING: POLARIS		996152	06/04/2025			11.76
	001-170-559	DW SFTY PLRZD GLASSES:REC		971425	06/06/2025			31.33

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001	LOWE'S	252809	07/15/2025	07/08/2025			806.68	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	6CT MTL SCREW		971425	06/06/2025			1.41
	001-161-638	DSL EXHAUST FLUID (2): E6		971826	06/06/2025			31.32
	001-161-559	GARAGE DOOR LUBE: NFD		980261	06/09/2025			7.11
	001-205-559	2PK CAR FRSHNR (2);KEY BLANK		981300	06/09/2025			16.09
	001-161-559	24CT MF CLOTH; 5G TOTE (2)		983441	06/10/2025			29.39
	001-170-639	APPLIANCE EPOXY: SHOP		982470	06/10/2025			8.53
	001-170-639	BLK FUSION SPRY PAINT		986184	06/11/2025			7.11
	001-170-634	10PK CONC ANCHOR: BENCH REPR		987992	06/12/2025			16.13
	001-205-559	2.5" PNEU MCN NAILER (TOOL)		999519	06/16/2025			255.55
	001-205-639	10'BRAIDED TUBING; WSHR(34)		971158	06/17/2025			21.60
	001-205-559	32OZ SPRAY TRIGGER BOTTLE		971158	06/17/2025			3.78
	001-205-586	DW 4.5" CUT OFF WHL 15PK		970992	06/17/2025			18.98
	001-170-634	3'STL TUBE(2): GM BENCH REPR		973933	06/18/2025			41.82
	001-170-634	NUTS;BOLTS;WASHERS:GM BENCH		973933	06/18/2025			34.56
	001-100-635	4'SHOP LIGHT;20CT SCREW: GPD		988307	06/23/2025			63.59
001	RJ YOUNG COMPANY LLC	252811	07/15/2025	07/08/2025			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	UNL-J9T600-01 RENTAL FEE		INV7574881	06/27/2025			155.00
001	AT&T	252812	07/15/2025	07/08/2025			4,631.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	06/14/2025			4,631.47
001	BRADLY BYERS	252814	07/15/2025	07/08/2025			56.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIMB:HAZMAT A&O		04132025	04/15/2025			56.66
001	SPARKLIGHT	252816	07/15/2025	07/08/2025			102.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUL 2025:SFD 122025091		07222025	07/22/2025			102.06
001	SPARKLIGHT	252817	07/15/2025	07/08/2025			122.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUL 2025:CFD 122024086		07222025	07/22/2025			122.01
001	SPARKLIGHT	252819	07/15/2025	07/08/2025			102.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUL 2025:NFD 122024383		07222025	07/22/2025			102.06
001	SPARKLIGHT	252820	07/15/2025	07/08/2025			245.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUL 2025:BACOT 135939403		07222025	07/22/2025			245.88
001	SPARKLIGHT	252821	07/15/2025	07/08/2025			132.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	JUN 2025:GARAGE 134679919		07192025	07/19/2025			132.18

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001	CREDIT CARD CENTER	252829	07/15/2025	07/08/2025			428.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BLS CERT: HARGROW		06042025	06/05/2025		75.00	
	001-100-681	MNG POLICE RECORDS: HANSEN		06102025	06/11/2025		279.00	
	001-092-698	ANNUAL FEE / LATE CHG		06252025	06/25/2025		74.00	
001	C SPIRE WIRELESS	252843	07/15/2025	07/09/2025			1,578.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONES		0030759348	06/30/2025		383.04	
	001-021-605	CITY MGR CELL PHONE		0030759348	06/30/2025		48.89	
	001-040-605	ADMIN CELL PHONE		0030759348	06/30/2025		83.37	
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	06/30/2025		258.52	
	001-090-698	IPAD SERVICE (3)		0030759348	06/30/2025		103.44	
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	06/30/2025		146.67	
	001-161-605	FIRE CELL PHONES		0030759348	06/30/2025		146.67	
	001-170-605	REC CELL PHONES		0030759348	06/30/2025		254.33	
	001-205-605	MAINT CELL PHONES		0030759348	06/30/2025		153.86	
001	RJ YOUNG COMPANY LLC	252846	07/15/2025	07/09/2025			310.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	UNL-J7RK00-01 RENTAL FEE		INV7589086	07/08/2025		310.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	252847	07/15/2025	07/09/2025			722.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDAABOUT 102311004		06182025	06/24/2025		30.00	
	001-201-633	WM PAYNE 100245001		06182025	06/24/2025		60.30	
	001-170-631	BACOT LIGHTS 10137		06192025	06/25/2025		503.35	
	001-201-629	SIGNAL LIGHTS 10138		06192025	06/25/2025		128.54	
001	SINGING RIVER ELECTRIC COOPERATIVE	252848	07/15/2025	07/09/2025			10,757.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		06182025	06/24/2025		7,113.88	
	001-201-633	WM PAYNE 10054-100244008		06182025	06/24/2025		53.73	
	001-092-631	CITY HALL 10054		06182025	06/24/2025		1,119.67	
	001-170-631	FRAZIER PARK 10054		06182025	06/24/2025		64.11	
	001-170-631	SENIOR BLDG 10054		06182025	06/24/2025		531.56	
	001-161-631	CENTRAL FD 10054		06182025	06/24/2025		445.61	
	001-092-631	HWY 90 SIGN 10054		06182025	06/24/2025		35.25	
	001-092-631	PUBLIC WORKS 10054		06182025	06/24/2025		331.10	
	001-170-631	CITY PARK 10054		06182025	06/24/2025		149.46	
	001-201-629	SIGNAL LIGHTS 10054		06182025	06/24/2025		913.14	
001	SINGING RIVER ELECTRIC COOPERATIVE	252849	07/15/2025	07/09/2025			948.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		06182025	06/24/2025		48.68	
	001-201-633	DOLPHIN ST 94988002		06182025	06/24/2025		50.78	
	001-201-633	DOLPHIN ST 94989002		06182025	06/24/2025		67.20	
	001-201-633	DOLPHIN ST 94990002		06182025	06/24/2025		739.96	
	001-201-633	BELK SIGN 97127001		06182025	06/24/2025		41.40	

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001	SINGING RIVER ELECTRIC COOPERATIVE	252850	07/15/2025	07/09/2025			536.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		06182025	06/24/2025		102.28	
	001-170-631	FITNESS TRAIL 109268001		06182025	06/24/2025		32.63	
	001-170-631	SRM PW BOX 8 104459007		06182025	06/24/2025		30.00	
	001-170-631	SRM VENUE 104312012		06182025	06/24/2025		30.83	
	001-170-631	DOLPHIN PW BOX 6 110759006		06182025	06/24/2025		30.00	
	001-161-631	MARTIN BLUFF FD 58380001		06182025	06/24/2025		268.55	
	001-092-631	CITY LIMIT SIGN 17546		06182025	06/24/2025		42.16	
001	SINGING RIVER ELECTRIC COOPERATIVE	252851	07/15/2025	07/09/2025			2,696.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		06182025	06/24/2025		2,054.92	
	001-201-629	SIGNAL LIGHT 89113001		06182025	06/24/2025		66.98	
	001-170-631	CITY PARK RSTRMS 89912001		06182025	06/24/2025		93.05	
	001-201-633	STREET LIGHTS 90345002		06182025	06/24/2025		176.01	
	001-092-631	RECORDS BLDG 90790001		06182025	06/24/2025		257.99	
	001-170-631	FRAZIER RSTRMS 98546001		06182025	06/24/2025		47.10	
001	SINGING RIVER ELECTRIC COOPERATIVE	252852	07/15/2025	07/09/2025			413.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		06192025	06/25/2025		285.78	
	001-170-631	BACOT SPLASHPAD 103751001		06192025	06/25/2025		32.20	
	001-170-631	BACOT UPGRADES 113730001		06192025	06/25/2025		51.25	
	001-170-631	BACOT 114484001		06192025	06/25/2025		43.88	
001	SBM REPORTING LLC	252853	07/15/2025	07/09/2025			460.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	HEARING TRANSCRIPT: 25-27-RZ		MB25070	07/01/2025		460.00	
001	BIENVILLE ANIMAL MEDICAL CENTER	252856	07/15/2025	07/09/2025			393.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM / MEDS: LADY J		2221048	06/16/2025		290.00	
	001-100-514	GI BIOME 16# BAG: LADY J		2222650	07/02/2025		103.00	
001	ELAN FINANCIAL SERVICES	252860	07/15/2025	07/09/2025			1,427.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	ZERO QWIK POWER MIX (1000STK)		06032025	06/04/2025		253.87	
	001-092-606	ONEWAY APP:JUN 2025		06072025	06/09/2025		75.00	
	001-170-513	DVD: INSIDE OUT		06122025	06/13/2025		29.96	
	001-001-615	SWEARING IN: PLANTER (4)		06112025	06/12/2025		119.96	
	001-001-559	TABLET KEYBOARD: VAUGHAN		06132025	06/16/2025		47.57	
	001-001-559	MIC MOUNT		06172025	06/18/2025		22.34	
	001-100-559	EXT HARD DRIVE 1TB (2)		06182025	06/20/2025		139.08	
	001-001-615	SUPPLIES: SWEARING IN		06182025	06/20/2025		428.84	
	001-090-559	GATORADE ZERO PKS		06182025	06/20/2025		51.92	
	001-001-615	SUPPLIES: SWEARING IN		06192025	06/20/2025		124.51	
	001-205-559	DIGITAL MULTIMETER		07012025	07/02/2025		19.99	
	001-205-559	RECHARGEABLE PEN LIGHT		07012025	07/02/2025		22.99	
	001-205-559	LINE CLAMP SET		07012025	07/02/2025		14.99	

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001	ELAN FINANCIAL SERVICES	252860	07/15/2025	07/09/2025			1,427.40	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	MISC SMALL SHOP TOOLS (12)		07012025	07/02/2025			76.38
001	FUELMAN	252863	07/15/2025	07/09/2025			2,942.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP68654785	06/30/2025			149.46
	001-092-525	UNL FUEL		NP68654785	06/30/2025			37.66
	001-100-525	UNL FUEL		NP68654785	06/30/2025			2,121.85
	001-161-525	DSL FUEL		NP68654785	06/30/2025			394.76
	001-170-525	UNL FUEL		NP68654785	06/30/2025			186.14
	001-205-525	DSL FUEL		NP68654785	06/30/2025			52.50
001	FUELMAN	252865	07/15/2025	07/09/2025			2,951.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP68746299	07/07/2025			34.55
	001-100-525	UNL FUEL		NP68746299	07/07/2025			2,051.80
	001-161-525	UNL&DSL FUEL		NP68746299	07/07/2025			418.28
	001-170-525	UNL FUEL		NP68746299	07/07/2025			369.98
	001-205-525	UNL FUEL		NP68746299	07/07/2025			76.92
001	ACE HARDWARE OF OCEAN SPRINGS	252868	07/15/2025	07/10/2025			98.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	OIL SEAL;FLY WHL: BLOWER		41472824	07/02/2025			98.54
001	AUTO TRUCK AND TRAILER PARTS INC	252869	07/15/2025	07/10/2025			402.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	STARTER 6907N: ENG 1		323950	06/24/2025	251132		402.85
001	CAN'T MISS EMBROIDERY	252870	07/15/2025	07/10/2025			214.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-535	EMBRDR LOGO-QTR ZIP (3)		29612	06/24/2025	251110		27.00
	001-090-535	EMBRDR LOGO-FLEECE JACKET		29612	06/24/2025	251110		9.00
	001-090-535	EMBRDR LOGO-TSHIRT (8)		29612	06/24/2025	251110		72.00
	001-090-535	EMBRDR ROUND LOGO-CAP (3)		29612	06/24/2025	251110		30.00
	001-090-535	EMBRDR SOUND OPS MGR (3)		29612	06/24/2025	251110		49.50
	001-090-535	EMBRDR LOGO-SHIRT (3)		29612	06/24/2025	251110		27.00
001	GOODGAMES INC	252871	07/15/2025	07/10/2025			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	6X3 BANNER (5): SR LUNCHEON		111050	06/27/2025	251129		350.00
001	MS ASSOC OF CHIEFS OF POLICE	252874	07/15/2025	07/10/2025			230.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	POST TEST POLICE (10)		SA61814	06/28/2025	251008		215.00
	001-022-660	SHIPPING		SA61814	06/28/2025	251008		25.00
	001-022-660	MEMBER DISCOUNT		SA61814	06/28/2025	251008		-10.00
001	SUN HERALD ADVERTISING	252876	07/15/2025	07/10/2025			352.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBL NOTICE: GPC 25-31-SE		IN3351	07/01/2025	251107		51.95
	001-090-615	PUBL NOTICE: GPC 25-30-SE		IN3352	07/01/2025	251107		51.47
	001-040-615	RFQ PROF ENG: CSX PROJECT		IN3353	07/01/2025	251109		158.87

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001	SUN HERALD ADVERTISING	252876	07/15/2025	07/10/2025			352.55	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	NOTICE: ORDINANCE 282-2025	IN3354	07/01/2025			51.95	
	001-040-615	NOTICE: RESOLUTION BOARD	IN3355	07/01/2025			38.31	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	252877	07/15/2025	07/10/2025			55.84	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	2 PKT FOLDER BLUE 25CT	6034784476	06/18/2025	251095		12.56	
	001-100-500	STD STAPLES 5000/BX (4)	6034784476	06/18/2025	251095		12.96	
	001-100-500	CARDSTOCK PAPER WHT 8.5X11	6034784476	06/18/2025	251095		9.92	
	001-100-500	POST-IT NOTE 3X3 10PK	6034784477	06/18/2025	251095		20.40	
001	GRAFIX SHOPPE	252881	07/15/2025	07/10/2025			73.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	UNIT GRAPHIC (3): #9	165097	07/02/2025	251118		45.00	
	001-100-570	SHIPPING	165097	07/02/2025	251118		28.00	
001	REEVES COMPANY INC	252882	07/15/2025	07/10/2025			151.12	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	#69 NAME PLATE (4)	516973	06/30/2025	251086		65.80	
	001-100-535	YD SERVING PIN (4)	516973	06/30/2025	251086		78.32	
	001-100-535	SHIPPING	516973	06/30/2025	251086		7.00	
001	AMAZON CAPITAL SERVICE	252883	07/15/2025	07/10/2025			385.27	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	3.7HP AIR COMPRESSOR MOTOR	1KC1XWFMWN	07/01/2025	251115		149.99	
	001-161-575	LEAK SEALING PASTE 48LBS	1NGQWNYKWD	07/08/2025	251121		115.00	
	001-100-570	MAGNETIC MIC	134HGPQLQM	07/08/2025	251162		44.95	
	001-100-570	HAVIS MOUNTING BRACKET	134HGPQLQM	07/08/2025	251162		31.35	
	001-161-535	BUCKLELESS LEATHER BELT (2)	1MLKDMXRHY	07/09/2025	251192		43.98	
001	OCCUPATIONAL HEALTH CENTER INC	252884	07/15/2025	07/10/2025			625.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	PRE EMP PHYS: BOCK,B	401485	07/03/2025	251047		75.00	
	001-161-604	COC DRG SCR: BOCK,B	401485	07/03/2025	251047		70.00	
	001-161-604	PRE EMP PHYS: DEES,C	401485	07/03/2025	251047		75.00	
	001-161-604	COC DRG SCR: DEES,C	401485	07/03/2025	251047		70.00	
	001-161-604	PRE EMP PHYS: HODGSEN,C	401485	07/03/2025	251062		75.00	
	001-161-604	COC DRG SCR: HODGSEN,C	401485	07/03/2025	251062		70.00	
	001-161-604	PFT: HODGSEN,C	401485	07/03/2025	251062		45.00	
	001-100-604	PRE EMP PHYS: SMALL,C	401485	07/03/2025	251114		75.00	
	001-100-604	COC DRUG SCR: SMALL,C	401485	07/03/2025	251114		70.00	
FUND TOTAL	1 Claims	to	Checks	69 Total	249,927.04 Manual	Held	Total	249,927.04

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	SPARKLIGHT	252815	07/15/2025	07/08/2025			2,580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	JUL 2025: 140013863		0620205	06/20/2025			2,580.00
004	LOWE'S	252818	07/15/2025	07/08/2025			125.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	6' WIRE SHELF; 12" BRKT		978027	05/29/2025			47.94
	004-510-559	TOWEL HOOK; TRASH CAN (4)		977651	05/29/2025			68.30
	004-510-559	2PK 36" BUNGEE CORD (2)		999014	06/05/2025			9.46
004	SINGING RIVER ELECTRIC COOPERATIVE	252854	07/15/2025	07/09/2025			31.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	GATES 122412001		06182025	06/24/2025			31.54
004	ELAN FINANCIAL SERVICES	252861	07/15/2025	07/09/2025			92.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-586	ROOF HARDWEAR: ARTIST FCTY		07022025	07/03/2025			64.15
	004-510-586	RATCHET & TIE DOWN		06052025	06/05/2025			27.98
FUND TOTAL	4 Claims	to	Checks	4 Total	2,829.37	Manual	Held	Total 2,829.37

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	COMMUNITY BANK OF MS	252779	07/15/2025	07/07/2025			120,664.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-815	LEASE 62287MS-100/2		303832	07/03/2025			120,664.00
160	SUNBELT FIRE INC	252873	07/15/2025	07/10/2025			609.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-702	LEATHER BOOT GL1201420-12M		00027922	07/02/2025	251133		589.00
	160-161-702	FREIGHT		00027922	07/02/2025	251133		20.00
FUND TOTAL 160 Claims	to	Checks	2 Total	121,273.00	Manual	Held	Total	121,273.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	252763	07/15/2025	07/07/2025			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	FEB 2025 BOX RENTAL		706127	02/28/2025			50.00
	176-170-699	MAR 2025 BOX RENTAL		707154	03/31/2025			50.00
	176-170-699	APR 2025 BOX RENTAL		708844	04/30/2025			50.00
	176-170-699	MAY 2025 BOX RENTAL		710299	05/31/2025			50.00
	176-170-699	JUN 2025 BOX RENTAL		712380	06/30/2025			50.00
176	GRAND VIEW SECURITY LLC	252772	07/15/2025	07/07/2025			378.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	ALARM MONITOR: SSP OFFICE		2507011121	07/01/2025			378.00
176	SPARKLIGHT	252822	07/15/2025	07/08/2025			132.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUL 2025:SSP 136075116		07222025	07/22/2025			132.05
176	SPARKLIGHT	252824	07/15/2025	07/08/2025			229.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUL 2025:SSP 132698937		07192025	07/19/2025			229.74
176	C SPIRE WIRELESS	252844	07/15/2025	07/09/2025			53.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	06/30/2025			53.08
176	SINGING RIVER ELECTRIC COOPERATIVE	252855	07/15/2025	07/09/2025			3,024.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	HOUSE 76855002		06192025	06/25/2025			55.60
	176-170-631	PARK FACILITIES 76854002		06192025	06/25/2025			2,379.76
	176-170-631	DUMP STATION 109931001		06192025	06/25/2025			30.00
	176-170-631	SP WELCOME CENTER 108928002		06192025	06/25/2025			559.49
176	ELAN FINANCIAL SERVICES	252862	07/15/2025	07/09/2025			797.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-535	45 SHIRTS: REC ADMIN STAFF		06062025	06/09/2025			721.52
	176-170-541	INVENTORY: SNACKS; CANDY		06182025	06/20/2025			75.84
176	BELL AUTO PARTS INC	252872	07/15/2025	07/10/2025			366.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	999966121 STARTER: EXMARK		45756	05/29/2025	251006		217.50
	176-170-639	126-0352 DBL PULLEY: EXMARK		45756	05/29/2025	251006		149.00
176	ACE HARDWARE OF OCEAN SPRINGS	252880	07/15/2025	07/10/2025			359.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	MS250 KIT 18 CHAIN SAW		41469911	06/24/2025	251113		359.99
FUND TOTAL 176 Claims		to	Checks	9 Total	5,591.57 Manual	Held	Total	5,591.57

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	LOWE'S	252823	07/15/2025	07/08/2025			2,937.64	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	310-093-752	PLMBG PARTS: AF WTR HTR	972941	05/27/2025			14.69	
	310-093-752	SS GAS CONN: AF WTR HTR	973545	05/27/2025			26.58	
	310-093-752	INSTL PIPE/PRTS: AF WTR HTR	972890	05/27/2025			253.55	
	310-093-752	PLUMBING PRTS: AF WTR HTR	972237	05/27/2025			26.76	
	310-093-752	PLUMBING PRTS: AF WTR HTR	973431	05/27/2025			42.60	
	310-093-752	RTN CR: PLUMBING PARTS	973517	05/27/2025			-24.66	
	310-093-752	COUPLING: AF WTR HTR	974638	05/28/2025			2.46	
	310-093-752	RTN CR: SS GAS CONN	974632	05/28/2025			-28.45	
	310-093-752	LUMBER;STAIRS;MTLS: AF PORCH	984329	06/10/2025			2,375.98	
	310-093-752	JOIST NAIL 1000CT: AF PORCH	999530	06/16/2025			71.23	
	310-093-752	4-4-8 #2 (4): AF PORCH	975113	06/18/2025			41.72	
	310-093-752	4-4-12 #2 (2): AF PORCH	976896	06/19/2025			39.86	
	310-093-752	H-STRAP(13); JST HANGER(13)	976896	06/19/2025			28.21	
	310-093-752	#4 REBAR(6); 80LB QK (7)	987991	06/23/2025			57.03	
	310-093-752	QUIKRETE 80LB (2): AF PORCH	989769	06/24/2025			10.08	
FUND TOTAL 310 Claims	to	Checks	1 Total	2,937.64	Manual	Held	Total	2,937.64

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	MAX FOOTE CONSTRUCTION CO LLC	252691	07/15/2025	06/26/2025			277,353.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-766	RETAINAGE INC STORAGE FEE		3	06/17/2025			277,353.00
FUND TOTAL 355 Claims	to	Checks	1 Total	277,353.00	Manual		Held	Total 277,353.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
359	2018/2019 BOND CONSTRUCTION FUND	252839	07/15/2025	07/08/2025			10,500.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	359-900-950	TRX BAL: M FOOTE FINAL PMT	07082025	07/08/2025				10,500.00
FUND TOTAL 359 Claims	to	Checks	1 Total	10,500.00	Manual	Held	Total	10,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	252773	07/15/2025	07/07/2025			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 06/04-07/01/25		277-060425	06/04/2025		650.00	
	400-650-698	PAPER INVOICE FEE		277-060425	06/04/2025		5.00	
400	MICRO METHODS INC	252774	07/15/2025	07/07/2025			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	COLIFORM ANALYSIS (2)		2507043186	07/03/2025		130.00	
	400-651-698	TSS MONTHLY SAMPLE		2507052186	07/07/2025		70.00	
400	H2O INNOVATION OPERATION & MAINTENANCE	252778	07/15/2025	07/07/2025			183,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUN 2025 MAINT OPS		2025-06	06/30/2025		183,082.50	
400	VULCAN CONSTRUCTION MATERIAL LLC	252783	07/15/2025	07/07/2025			4,496.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	7.94TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		468.46	
	400-651-683	3.34TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		197.06	
	400-651-683	8.49TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		500.91	
	400-651-683	8.48TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		500.32	
	400-651-683	3.52TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		207.68	
	400-651-683	7.10TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		418.90	
	400-651-683	4.54TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		267.86	
	400-651-683	7.85TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		463.15	
	400-651-683	3.58TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		211.22	
	400-651-683	9.15TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		539.85	
	400-651-683	7.70TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		454.30	
	400-651-683	4.53TN MDOT 200LB:UNIVERSITY		3797061	06/30/2025		267.27	
400	HENZE ENTERPRISES INC	252791	07/15/2025	07/08/2025			2,470.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	10 CY CONC AGG: SINKHOLE		33663	07/02/2025		400.00	
	400-651-683	83 CY FILL: UNIVERSITY		33663	07/02/2025		1,245.00	
	400-651-683	16 CY FILL: UNIVERSITY		33663	07/02/2025		240.00	
	400-651-683	3.5 CY CONC AGG: BEASLEY		33663	07/02/2025		140.00	
	400-651-585	11 CY FILL: SEWER TAP		33663	07/02/2025		165.00	
	400-651-585	6 CY CONC AGG: SEWER TAP		33663	07/02/2025		240.00	
	400-651-585	1 CY CONC AGG: WATER LK		33663	07/02/2025		40.00	
400	O'REILLY AUTO PARTS	252795	07/15/2025	07/08/2025			62.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	AIR FLTR; OIL FLTR: #38632		1978371364	06/03/2025		25.45	
	400-650-638	6 QTS OIL: #38632		1978371364	06/03/2025		36.98	
400	RJ YOUNG COMPANY LLC	252810	07/15/2025	07/08/2025			225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UNL-J9T500-01 RENTAL FEE		INV7583084	07/02/2025		225.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S	252837	07/15/2025	07/08/2025			209.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	20LB QUIKRETE HYD: SWR TAP		993344	06/03/2025			25.16
	400-651-584	S40 PVC (7);FITTINGS: LING LS		985433	06/11/2025			45.82
	400-651-584	6' LQD TIGHT NM WHIP: LING LS		985433	06/11/2025			38.00
	400-650-559	F-ANT KILLER(2);HAND PUMP(2)		973525	06/18/2025			100.62
400	ARISTA INFORMATION SYSTEMS INC	252841	07/15/2025	07/09/2025			4,936.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2025 PRINTING 2067001		12266	06/30/2025			1,137.50
	400-650-698	JUN 2025 POSTAGE 2067001		12266	06/30/2025			3,798.99
400	C SPIRE WIRELESS	252845	07/15/2025	07/09/2025			199.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONES (4)		0030759348	06/30/2025			199.75
400	SINGING RIVER ELECTRIC COOPERATIVE	252857	07/15/2025	07/09/2025			411.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		06182025	06/24/2025			288.36
	400-651-631	LIFT STNS 89627001		06172025	06/23/2025			93.12
	400-651-631	LIFT STNS 89702001		06172025	06/23/2025			30.00
400	SINGING RIVER ELECTRIC COOPERATIVE	252858	07/15/2025	07/09/2025			7,971.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	WATER WELLS 17882		06182025	06/24/2025			2,821.72
	400-651-631	CITY HALL SOUTH 17882		06182025	06/24/2025			2,106.50
	400-651-631	LIFT STNS 17882		06182025	06/24/2025			3,043.11
400	SINGING RIVER ELECTRIC COOPERATIVE	252859	07/15/2025	07/09/2025			6,338.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		06182025	06/24/2025			1,345.85
	400-651-631	LIFT STNS 114260001		06182025	06/24/2025			1,076.34
	400-651-631	LIFT STNS 17875		06182025	06/24/2025			340.25
	400-651-631	LIFT STNS 17883		06192025	06/25/2025			2,334.82
	400-651-631	LIFT STNS 17884		06212025	06/26/2025			1,240.75
400	FUELMAN	252864	07/15/2025	07/09/2025			222.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP68654785	06/30/2025			222.27
400	FUELMAN	252866	07/15/2025	07/09/2025			146.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP68746299	07/07/2025			146.55
400	SOUTHERN PIPE & SUPPLY CO INC	252875	07/15/2025	07/10/2025			2,978.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	15X300 NW GEOTEXTILE(2):UNIV		1042491-00	06/20/2025	251105		1,202.84
	400-651-581	4"PVC SDR35 GSKT PIPE:602'		1073890-00	06/27/2025	251106		1,775.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	252878	07/15/2025	07/10/2025			195.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	LM 51B1000 BLK TONER (2)	6034784475	06/18/2025	251099		195.98	
400	CITY ELECTRIC SUPPLY CO	252879	07/15/2025	07/10/2025			574.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	32A 3P CONT AUX 120 VAC COIL	PAS/102736	06/19/2025	251097		64.65	
	400-651-584	OL RELAY 22-32A: RMEADOWS LS	PAS/102736	06/19/2025	251097		31.41	
	400-651-583	18A 3P AUX COIL(2): OLD SHELL	PAS/102737	06/19/2025	251098		138.00	
	400-651-584	OL RELAY 22-32A: MGCCC LS	PAS/102738	06/19/2025	251096		31.41	
	400-651-584	32A 3P CONT AUX 120VAC COIL	PAS/102738	06/19/2025	251096		64.65	
	400-651-584	OL RELAY 12-18A(3): RMEADOWS	PAS/102868	06/27/2025	251125		139.47	
	400-651-581	250V 1-1/2X13/32(10):WESTGATE	PAS/102869	06/27/2025	251130		105.00	
400	J H WRIGHT & ASSOCIATES INC	252885	07/15/2025	07/10/2025			3,675.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	PC3000XC LS CNTRLR: FAIRWAY	470659	06/26/2025	250112		1,100.00	
	400-651-584	LVL TRANSDUCER PSLT-33.4	470659	06/26/2025	250112		650.00	
	400-651-584	LSG202M 2HP GRNDR PUMP:OLD SHL	470783	07/01/2025	251126		1,925.00	
400	COG DEPOSITORY ACCOUNT	252888	07/15/2025	07/10/2025			191,348.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	JUN 2025 GARBAGE PMTS	06302025	06/30/2025			191,348.52	
FUND TOTAL 400 Claims	to	Checks	20 Total	410,400.22 Manual		Held	Total	410,400.22

Docket of Claims
Release date from 07/15/2025 thru 07/15/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	252762	07/15/2025	07/07/2025			173,609.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JUN 2025 RES GARBAGE (6371)		0001488267	06/30/2025			173,609.76
FUND TOTAL 404 Claims	to	Checks	1 Total	173,609.76	Manual		Held	Total 173,609.76

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	69 Total	249,927.04 Manual	Held	Total	249,927.04
FUND 4 Claims	to	Checks	4 Total	2,829.37 Manual	Held	Total	2,829.37
FUND 160 Claims	to	Checks	2 Total	121,273.00 Manual	Held	Total	121,273.00
FUND 176 Claims	to	Checks	9 Total	5,591.57 Manual	Held	Total	5,591.57
FUND 310 Claims	to	Checks	1 Total	2,937.64 Manual	Held	Total	2,937.64
FUND 355 Claims	to	Checks	1 Total	277,353.00 Manual	Held	Total	277,353.00
FUND 359 Claims	to	Checks	1 Total	10,500.00 Manual	Held	Total	10,500.00
FUND 400 Claims	to	Checks	20 Total	410,400.22 Manual	Held	Total	410,400.22
FUND 404 Claims	to	Checks	1 Total	173,609.76 Manual	Held	Total	173,609.76
Total for all Funds			Checks	108 Total	1,254,421.60 Manual	Held	Total 1,254,421.60

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: July 15, 2025
Title: Approval of Minutes from the Regular Council Meeting held July 1, 2025

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held July 1, 2025

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ Minor ☐ George ☐ Jackson ☐ Jamison ☐ Fuller ☐ Elbin ☐

Second Made by:

Vaughan ☐ Minor ☐ George ☐ Jackson ☐ Jamison ☐ Fuller ☐ Elbin ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 July 1, 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 July 15, 2025.

Tuesday
July 1, 2025
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held July 1, 2025 at 6:30pm in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Casey Vaughan, Council Members Eric Minor, Cameron George, Richard Jackson, Kay Jamison, Lorenzo Fuller, and Dante Elbin. Also present were Teresa Montgomery, City Clerk; Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 1, 2025 @ 6:30 PM

- I. Call to Order
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
 - 1. Gautier’s Farmers Market will be Saturday, July 12th from 8am until 12pm at the former Singing River Mall Property.
 - 2. City of Gautier’s Administration offices will be closed Friday, July 4th in observance of Independence Day.
 - 3. Tasty Thursday will be July 24th starting at 11am at the former Singing River Mall Property.
- IV. Presentation Agenda
- V. Business Agenda
 - 1. Re-appointment and renewal of contract with Bordis & Danos as City Attorney and City Prosecutor

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

2. Renew the Professional Services Agreement with Seymour Engineering for General Services

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Re-appointment of Paula Yancey as City Manager, and renewal of employment agreement

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

4. Appointment of Gautier Planning Commission Members

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

5. Appointment of Mayor Pro Tem for term of office

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

6. Re-appointment of Judge Shon Ellerby as Municipal Judge

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

7. Resolution appointing 2025 Mississippi Municipal League Voting Delegate and First Alternate

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

8. Consideration for a Property Owner initiated Rezoning of Property from R-1 Low Density Single Family Residential to PUD Planned Unit Development, and to amend the previously approved PUD Plan, located on Old Spanish Trail, Gautier, MS (GPC #25-27-RZ)

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

9. Approval of the Docket of Claims

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

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

- 1. Approval of Minutes from Recessed Council Meeting held June 17, 2025**
- 2. Approval of a Memorandum of Understanding (MOU) with the Jackson County for the Provision of Recreation Services for the Pascagoula River Blueway**
- 3. Professional Services Agreement with Seymour Engineering for the Naonfiltration Water Treatment Plant Lark Well Plant.**

4. **Authorization to enter into a Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with US Air Force 81st Security Squadron**

VII. STUDY AGENDA

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

Recess until July 15, 2025 at 6:30pm
www.gautier-ms.gov

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

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

Announcements

1. **Gautier's Farmers Market will be Saturday, July 12th from 8am until 12pm at the former Singing River Mall Property.**
2. **City of Gautier's Administration offices will be closed Friday, July 4th in observance of Independence Day.**
3. **Tasty Thursday will be July 24th starting at 11am at the former Singing River Mall Property.**

Presentation

1. **Proclamation recognizing National Gun Violence Awareness**
-



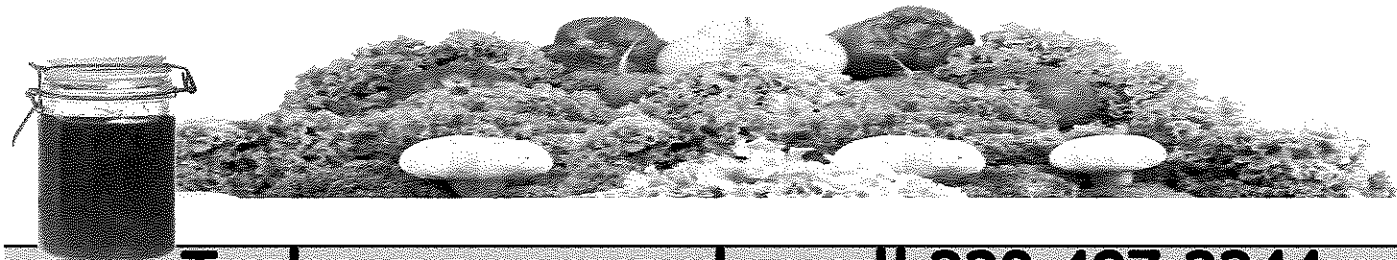
MAY 10TH

Come be a part of the

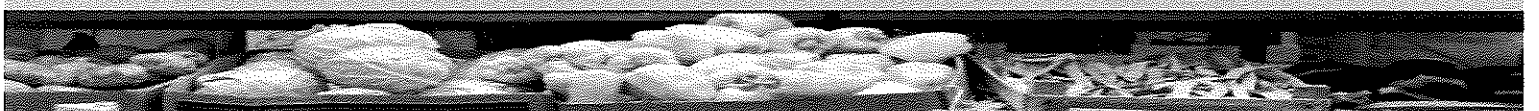


GAUTIER
FARMER'S
MARKET

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



To become a vendor call 228-497-2244





GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**

Councilman Jackson made the motion to approve the re-appointment and contract with the law firm of Bordis | Danos | Pierce as City Attorney and City Prosecutor, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 296-2025

WHEREAS, pursuant to statute, in a Council-Manager form of government, the City Council is responsible for appointing the City Attorney and City Prosecutor to serve during its term of office; and

WHEREAS, previous administrations have utilized Bordis | Danos | Pierce to serve in these capacities; and

WHEREAS, the current City Council finds that re-appointment and approval of the contract with Bordis | Danos | Pierce for services associated with the positions of City Attorney and City Prosecutor are in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Bordis | Danos | Pierce is hereby re-appointed to serve as City Attorney and City Prosecutor, and the contract relating to said services is hereby and approved.

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

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

AYES: Casey Vaughan
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

**Amended Professional Services Agreement
Legal Services
City of Gautier, Mississippi**

Section 1. Contract. The City hereby agrees to employ the law firm of **Bordis | Danos | Pierce PLLC** (hereinafter, “Law Firm”), as City Attorney in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Law Firm Duties under General Retainer. The Law Firm shall perform all duties set forth in this section, in consideration for the “General Retainer” to be defined herein:

- A. Provide general legal counsel to City Council and staff, upon request.
- B. Represent the City in limited administrative hearings and related negotiations, such as Civil Service hearings, etc. (this does not extend to litigation arising from such hearings and/or complaints).
- C. Maintain a knowledge of legal issues brought to the Law Firm’s attention by the City Council and staff, and be prepared to offer legal opinions thereon.
- D. Prepare, review, amend, and/or approve as legally sufficient, any contractual documents presented to the City Council.
- E. Prepare, review, amend, and/or approve as legally sufficient, any legislative documents considered by the City Council.
- F. Provide legal opinions on municipal procurement activities, when consulted.
- G. Provide legal opinions on federal and state grants, when consulted.
- H. Work with other assigned counsel (such as bond counsel, etc.), municipal departments, governmental agencies, and elected officials, as needed, to address legal inquiries.
- I. Attend work sessions and meetings with City Manager, City Council, and/or staff, when requested.
- J. Report to and receive legal assignments from the City Manager and/or City Council.
- K. Provide advice and interpretation of municipal law as it applies to the City of Gautier, including federal law, state law, and local ordinances.
- L. Attend bi-monthly City Council meetings.
- M. Attend Gautier Planning Commission meetings, upon request.
- N. Act as City Prosecutor each Monday, and handle all appeals resulting from criminal convictions.

The Law Firm duties specifically exclude services pertaining to issuance and maintenance of municipal bonds and/or annexation.

Section 3. Law Firm, Hourly Fees. The Law Firm shall perform all duties set forth in this section, in consideration for the “Hourly Rates” to be defined herein:

- a) Handling litigation not covered by liability insurance.
- b) Represent the City in appeals to state court from Council decisions

Section 4. Compensation. The Law Firm will be paid a “General Retainer” in the amount of eleven thousand two hundred and fifty dollars (\$11,250.00) each month, to perform all duties listed in Section 2. In consideration for performing duties listed in Section 3, the Law Firm will be paid “Hourly Fees” at a rate of \$185.00/hr. (for attorneys), and \$75.00/hr. (for paralegals). The Hourly Fees shall be paid within 30 days of receipt of an invoice for such services.

Section 5. Outside Counsel. The Law Firm may engage outside counsel to assist in any litigation assignments from City Council. Any attorneys fees or expenses resulting from outside counsel shall be billed through invoices submitted to the Law Firm. Any such engagement shall be at the same rates as the Hourly Fees described herein, and shall not result in duplicative efforts, expenses, or entries.

Section 6. Reasonable Expenses. The City agrees to pay all reasonable costs and expenses associated with the services defined in Section 2 or 3, including but not limited to postage, filing fees, court costs, service of papers, mileage, legal research expenses, deposition/transcription costs, appraisals, copying costs, faxes, etc.

Section 7. Term of Contract. The term of this contract is for two years, effective upon the date Council approved the amendment. The term will continue year to year, unless terminated in the manner provided herein.

Section 8. Termination of Contract. Either party may terminate this contract by ninety (90) day written notice sent via certified mail.

Section 9. Miscellaneous.

- a) This Agreement is for independent contractor services of the Law Firm, and as such, the City is not required to maintain workers’ compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for the Law Firm.
- b) This Agreement comprises the entire agreement between the parties, and both parties represent that there are no promises or assurances beyond those contained in this document.
- c) The terms of this Agreement may only be amended or modified by written agreement by the parties.
- d) If any provision in this Agreement is deemed unconstitutional, invalid, or unenforceable, all remaining terms remain in effect for the duration of the Agreement, unless otherwise modified.

Joshua W. Danos
Bordis | Danos | Pierce
PLLC

Casey Vaughan
Mayor of Gautier

Paula Yancey
City Manager of Gautier

Dated: _____

Dated: _____

Dated: _____

Councilman George made the motion to approve the Professional Services Agreement with Seymour Engineering, as presented, for General Services. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 297-2025

WHEREAS, Seymour Engineering has been performing professional services to the City under an expiring agreement;

WHEREAS, the services furnished by Seymour Engineering include viewing small jobs and making recommendations as to how they can be resolved by public works, which includes drainage, ditches, culverts, and water and sewer issues; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby find that entering the attached professional services agreement with Seymour Engineering for a new term is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a professional services agreement with Seymour Engineering for professional services through July 1, 2026.

IT IS FURTHER ORDERED that this work will operate through the engineering budget Mayor and Council approved on such small items.

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

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

AYES: Casey Vaughan
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF GAUTIER AND
SEYMOUR ENGINEERING, PLLC**

The AGREEMENT made this 17th day of June 2025, by City of Gautier, hereinafter referred to as the OWNER, and Seymour Engineering, PLLC, hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS the OWNER selected ENGINEER as the City Engineer to furnish miscellaneous studies, field investigations, reports, reviews, design, construction phase and other assigned responsibilities to support the OWNER in the municipal operation of the City, hereinafter referred to as PROFESSIONAL Services; and

WHEREAS, the OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for PROFESSIONAL SERVICES.

ARTICLE I - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall perform the work under this AGREEMENT in accordance with the following:

ARTICLE II - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have sole responsibility for and furnish all necessary labor, direct and indirect cost to perform and complete the PROFESSIONAL SERVICES which may be requested by the OWNER.

ARTICLE III - PERIOD OF SERVICES

1. The period of services shall be through June 30, 2026.

ARTICLE IV - COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the ENGINEER at the Standard Hourly Rates (including reimbursable) as shown in Exhibit A attached to this AGREEMENT.
2. The ENGINEER shall submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 30 days following receipt of the invoice.

ARTICLE V - LEGAL RELATIONS

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.
2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage.

2.1 Professional errors and omissions coverage with a limit of \$1,000,000.00 per occurrence.

2.2 Workmen's Compensation and Employer's Liability Insurance and any other insurance coverage as may be required by law in the State of Mississippi.

2.3 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damage to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT. The limits of liability shall not be less than the following:

Bodily Injury	\$500,000.00 each person \$500,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence

2.4 Comprehensive General Liability:

This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect the OWNER against claims arising out of any act, or omission to act, of the ENGINEER or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	\$300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence \$500,000.00 aggregate

2.5 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.
4. ENGINEER agrees to indemnify owner for any and all claims, damages, legal fees and expenses incurred arising out of or caused by any acts or omissions of ENGINEERS, its agents and employees under the AGREEMENT.
5. ENGINEER shall be construed to be an independent consultant.

ARTICLE VI - CHANGES, AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER; such amendments shall be made a part of the AGREEMENT.
2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.

ARTICLE VII - MISCELLANEOUS

All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards and shall be subject to inspection and acceptance by the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.

This AGREEMENT (consisting of Pages 1 to 4 inclusive) together with the Exhibits identified herein the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

ACCEPTED FOR OWNER:
CITY OF GAUTIER

ACCEPTED FOR ENGINEER:
SEYMOUR ENGINEERING, PLLC

PAULA YANCEY, CITY MANAGER

MARK M. SEYMOUR, JR., PRESIDENT

ATTEST

ATTEST

EXHIBIT A
SEYMOUR ENGINEERING
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$160.00/HOUR
ENGINEER (P.E.).....	\$145.00/HOUR
SENIOR PROJECT MANAGER.....	\$140.00/HOUR
PROJECT MANAGER.....	\$125.00/HOUR
ENGINEER (E.I.T.).....	\$110.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$95.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$85.00/HOUR
TECHNICIAN/INSPECTOR.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$75.00/HOUR
DRAFTSMAN (CADD).....	\$65.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$50.00/HOUR
CLERICAL.....	\$40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	\$100.00/HOUR
PARTY CHIEF.....	\$70.00/HOUR
SURVEY ASSISTANT.....	\$60.00/HOUR
SURVEY CREW (TWO-MAN).....	\$135.00/HOUR
SURVEY CREW (THREE-MAN).....	\$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$145.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$150.00/HOUR

REIMBURSABLE

Travel, lodging, shipping and reproduction costs shall be reimbursable expenses billed to the project.

Councilman Minor made the motion to re-appointment Paula Yancey as City Manager, and approve the employment agreement, as presented. Councilman Fuller seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 298-2025

WHEREAS, pursuant to statute, in a Council-Manager form of government, the City Council is responsible for appointing the City Manager to serve during its term of office; and

WHEREAS, previous administrations approved an employment agreement with the current City Manager, Paula Yancey; and

WHEREAS, the current City Council finds that appointment and approval of the employment agreement with Paula Yancey as City Manager is in the best interests of the City;

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment and approval of an employment agreement with Paula Yancey as City Manager is hereby authorized.

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

Motion was made by **Councilman Minor**, seconded by **Councilman Fuller**, and the following vote was recorded:

AYES: Casey Vaughan
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

Amended City Manager Contract
City of Gautier, Mississippi

Section 1. Contract. The City of Gautier hereby agrees to contract with Mrs. Paula Yancey (hereinafter, "City Manager"), as an independent contractor to serve in the position of City Manager in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. City Manager Duties. The City Manager shall perform all duties set forth Miss. Code Section 21-9-29, and as outlined herein, in consideration for the Contract Sum to be defined herein:

- (a) Be responsible to the council for the entire administration of the city government;
- (b) Prepare and recommend to the council an annual budget;
- (c) Administer and secure the enforcement of all laws and ordinances of the city;
- (d) Appoint and remove all department heads and other employees of the city, except that notwithstanding any other provisions of this chapter, the council shall appoint the city attorney, the auditor, and the police justice, if any, and the council may, in its discretion, appoint the city clerk and treasurer;
- (e) Supervise and control all department heads and other employees and their subordinates;
- (f) Negotiate contracts and make all purchases for the city, subject to existing laws and subject to the approval of the council;
- (g) See that all terms and conditions imposed in favor of the city or its inhabitants in any statute or municipal ordinance regarding public utility franchises or other contracts are faithfully kept and performed, and upon knowledge of any violation thereof call the same to the attention of the council;
- (h) Make such recommendations to the council as she may deem expedient or necessary;
- (i) Make reports or recommendations to the council upon request, and at least once a year present a written report of his work and the financial condition of the city for the information of the council and of the public; and
- (j) Perform such other duties as may be required by ordinance or resolution of the city council.

Section 3. Contract Sum. The City Manager shall perform all duties set forth above, in consideration for the Contract Sum of \$11,250.00 per month, to be paid on the 15th of each month, beginning in July of 2025.

Section 4. Term of Contract. The term of this contract shall be from the date of execution until such time that the contract is terminated, as described below.

Section 5. Termination of Contract. Either party may terminate this contract by thirty (30) days written notice sent via certified mail. The parties acknowledge and agree that this agreement is terminated when the next elected City Council takes office unless an extension is ratified at the first Council meeting.

Section 6. Miscellaneous.

- a) This Agreement is for independent contractor services, and as such, the City is not required to maintain workers' compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for the City Manager. The City Manager shall not be entitled to any unemployment benefits upon termination of this Contract, and the City shall not provide any retirement benefits. The City shall, however pay for a public official bond as required by law.
- b) The City shall provide office space at City Hall for the City Manager to perform the duties required herein. The City Manager may also, to the extent necessary, reasonable, and possible, perform her contractual duties from additional locations, if in her judgment, the services she renders will not be adversely affected.
- c) As an independent contractor, the City Manager sets her own hours of work, but will take all reasonable efforts to be available during normal business hours during the work week.
- d) The City Manager is not subject to tax or FICA withholding, but will pay her own self-employment tax.
- e) This Agreement comprises the entire agreement between the parties, and both parties represent that there are no promises or assurances beyond those contained in this document.
- f) The terms of this Agreement may only be amended or modified by written agreement by the parties.
- g) If any provision in this Agreement is deemed unconstitutional, invalid, or unenforceable, all remaining terms remain in effect for the duration of the Agreement, unless otherwise modified.

Casey Vaughan
Mayor of Gautier

Dated: _____

Paula Yancey
City Manager of Gautier

Dated: _____

ATTEST:

Teresa Montgomery
City Clerk of Gautier

Councilwoman Jamison made the motion to appoint the following Planning Commission members, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 299-2025

WHEREAS, pursuant to statute, in a Council-Manager form of government, the City Council is responsible for appointing Planning Commissioners to serve during its term of office; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of the following Gautier Planning Commission Members is hereby approved.

Ward 1 – Robert Williams
Ward 2 – Herman Green
Ward 3 – Marquitta Buxton
Ward 4 – Greg Canada
Ward 5 – Ricky Decoteau
At Large – Maurice Hudson
Mayor – Josh Ward

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

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

AYES: Casey Vaughan
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

Councilman Fuller made the motion to appoint Councilman Richard Jackson as Mayor Pro Tem for the term of office, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 300-2025

WHEREAS, pursuant to statute the City Council is responsible for selecting the Mayor Pro Tem to serve in the event of the Mayor's absence; and

WHEREAS, the City Council finds that selection of Councilman Richard Jackson as Mayor Pro Tem is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Councilman Richard Jackson is hereby selected as Mayor Pro Tem.

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

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

AYES: Casey Vaughan
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

Councilman Jackson made the motion to re-appoint Judge Shon Ellerby as Municipal Judge, as presented. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 301-2025

WHEREAS, pursuant to statute, in a Council-Manager form of government, the City Council is responsible for appointing the Municipal Judge to serve during its term of office; and

WHEREAS, the current City Council finds that reappointment of Shon Ellerby as Municipal Judge is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the reappointment of Shon Ellerby as Municipal Judge is hereby approved.

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

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

AYES: Casey Vaughan
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

Councilman George made the motion to appoint Mayor Vaughan as the voting delegate and Councilman Richard Jackson as the first alternate voting delegate for the Mississippi Municipal League 2025, as presented. Councilman Fuller seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 191-2025

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2025 VOTING DELEGATES FOR THE CITY OF GAUTIER

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the Council of the CITY OF GAUTIER as follows:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2025 Mississippi Municipal League election to be held at the annual convention on July 22nd are as follows:

Voting Delegate: Mayor Casey Vaughan

First Alternate: Councilman Richard Jackson, Ward 2

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **Councilman George**, seconded by **Councilman Fuller**, and was adopted by the following vote, to-wit:

AYES: Casey Vaughan
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAYS: None

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.



600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

PRESIDENT

Mayor Billy Nowell
City of Cleveland

FIRST VICE PRESIDENT

Mayor Patti Pettit
Town of Woodland

SECOND VICE PRESIDENT

Mayor Hope Magee Jones
City of Collins

EXECUTIVE DIRECTOR

Shari T. Veazey

ATTENTION CITY CLERK

MML 2025 Election of MML 2nd Vice President Voting Delegate/Alternates Information

On Tuesday, July 22nd, 2025, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2025) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, MML must receive this completed form by July 17, 2025.

Important: All voting delegates & alternates must text the keyword **MMLvote2025** to **888-994-1931** to register as a voting delegate for the 2025 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of _____

PLEASE PRINT:

Voting Delegate Name/Title: _____

Cell Phone Number: _____

Alternate Name/Title: _____

Cell Phone Number: _____

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JULY 22ND, 2025, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2ND VICE PRESIDENT.

**Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Suite 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980**

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA toll free number 8889941931. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, text HELP to 8889941931, email samantha@mmlonline.com, or call +1 6013972009. You may stop your mobile subscription at any time by text messaging STOP to toll free number 8889941931. To opt back in, text "UNSTOP" followed by the keyword to toll free number 8889941931.

Councilman Fuller made the motion to table Business Agenda Item 8, regarding the consideration for a Property Owner initiated Rezoning of Property from R-1 Low Density Single Family Residential to PUD Planned Unit Development, and to amend the previously approved PUD Plan, located on Old Spanish Trail, Gautier, MS (GPC #25-27-RZ). Councilman Minor seconded the motion. The vote was carried unanimously.

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

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

ORDER NUMBER 302-2025

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

AYES: **Casey Vaughan**
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-606 001-092-606	252599	07/01/2025	06/16/2025	Invoice # DHLMN18084 DHLMN18085	Date 06/15/2025 06/15/2025	P.O. 490.00 200.00	690.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC Account Number 001-170-642	252600	07/01/2025	06/16/2025	Invoice # 05312025	Date 06/12/2025	P.O. 833.33	833.33
001	COG 7M BOND ACCT Account Number 001-000-104	252604	07/01/2025	06/16/2025	Invoice # 06132025	Date 06/13/2025	P.O. 134,443.99	134,443.99
001	TAMMY BAKER Account Number 001-030-699	252605	07/01/2025	06/16/2025	Invoice # 06042025	Date 06/09/2025	P.O. 30.00	30.00
001	BETHANY DELANCEY Account Number 001-030-699	252606	07/01/2025	06/16/2025	Invoice # 06042025	Date 06/09/2025	P.O. 30.00	30.00
001	YURICA HARTLEY Account Number 001-030-699	252607	07/01/2025	06/16/2025	Invoice # 06042025	Date 06/09/2025	P.O. 30.00	30.00
001	MS FIRE ACADEMY Account Number 001-161-681 001-161-681	252613	07/01/2025	06/17/2025	Invoice # 11103 11103	Date 06/04/2025 06/04/2025	P.O. 820.00 410.00 410.00	820.00
001	ELECTION SYSTEMS AND SOFTWARE LLC Account Number 001-030-699	252615	07/01/2025	06/17/2025	Invoice # CD2121808	Date 06/05/2025	P.O. 2,000.00	2,000.00
001	M & E FEED & SEED Account Number 001-100-514	252616	07/01/2025	06/17/2025	Invoice # 5911	Date 05/15/2025	P.O. 54.99	54.99
001	FOSTERS A/C & HEATING INC Account Number 001-170-635	252619	07/01/2025	06/17/2025	Invoice # W1171922	Date 06/09/2025	P.O. 204.25	204.25
001	CIVICPLUS INC Account Number 001-092-606	252630	07/01/2025	06/19/2025	Invoice # 340413	Date 05/16/2025	P.O. 11,477.78	11,477.78
001	REYNOLDS WHOLESALE CO Account Number 001-001-559 001-001-559	252631	07/01/2025	06/20/2025	Invoice # 79033 79033	Date 06/19/2025 06/19/2025	P.O. 69.21 16.35	69.21

Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	252631	07/01/2025	06/20/2025			69.21 (CONTINUED)	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-559	19" TRAY W/ LID (2)	79033	06/19/2025		13.90		
	001-001-559	ALUMINUM PAN W/ LID (8)	79033	06/19/2025		14.64		
	001-001-559	BEVERAGE NAKIN 50CT (8)	79033	06/19/2025		13.52		
	001-001-559	PK EA 10" x 12" PAPER DOLLY	79033	06/19/2025		3.90		
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	252632	07/01/2025	06/20/2025		205.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	WTR PUMP, THERMOSTAT: 19685	5081721	06/09/2025		205.00		
001	RIDGELL BROS INC	252645	07/01/2025	06/23/2025		2,604.99		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-680	JUL 2025 BED MNT: ENT SIGNS	23084360	06/23/2025		1,006.66		
	001-201-679	JUL 2025 LAWN MNT: S HWY 90	23084359	06/23/2025		615.00		
	001-201-679	JUL 2025 LAWN MNT: HWY 90 INTS	23084357	06/23/2025		983.33		
001	AGJ SYSTEMS & NETWORKS INC	252650	07/01/2025	06/24/2025		7,774.50		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-606	JUL 2025: MSP COMPLETE CARE	MSP-123428	07/01/2025		6,200.00		
	001-092-606	JUL 2025: ENDPOINT DETECTION	MSP-123428	07/01/2025		5.00		
	001-092-606	JUL 2025: MS365 EXC (78)	123526	07/01/2025		429.00		
	001-092-606	JUL 2025: MS365 BUS (32)	123526	07/01/2025		464.00		
	001-092-606	JUL 2025: LITIGATN HOLD (17)	123526	07/01/2025		76.50		
	001-092-606	JUL 2025: BACKUP SERVER (2)	123780	07/01/2025		600.00		
001	SBM REPORTING LLC	252653	07/01/2025	06/24/2025		225.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-698	PLANNING MGT 6/5/25	MB25059	06/18/2025		225.00		
001	GLOBALSTAR	252654	07/01/2025	06/24/2025		103.99		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	0093159507	06/16/2025		103.99		
001	DEPT PUBLIC SAFETY	252655	07/01/2025	06/24/2025		120.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	ANALYTICAL FEES (MAY 2025)	90162564	06/11/2025		120.00		
001	SPARKLIGHT	252656	07/01/2025	06/24/2025		155.30		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	JUN 2025: POLICE 107718371	06082025	06/08/2025		155.30		
001	SPARKLIGHT	252657	07/01/2025	06/24/2025		71.37		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	JUN 2025: CBL BOX 118476316	06082025	06/08/2025		71.37		
001	SCOTT INSURANCE SERVICES LLC	252658	07/01/2025	06/24/2025		1,750.00		
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	SURETY BOND: VAUGHAN, C	54777	06/18/2025		250.00		
	001-092-625	SURETY BOND: ELBIN, D	54778	06/18/2025		250.00		
	001-092-625	SURETY BOND: FULLER, L	54779	06/18/2025		250.00		
	001-092-625	SURETY BOND: GEORGE, C	54780	06/18/2025		250.00		
	001-092-625	SURETY BOND: JACKSON, R	54781	06/18/2025		250.00		

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SCOTT INSURANCE SERVICES LLC	252658	07/01/2025	06/24/2025			1,750.00	(CONTINUED)
	Account Number							
	001-092-625						250.00	
	001-092-625						250.00	
001	AT&T	252659	07/01/2025	06/24/2025			37.73	
	Account Number							
	001-100-699						37.73	
001	C SPIRE WIRELESS	252662	07/01/2025	06/24/2025			696.98	
	Account Number							
	001-100-605						490.10	
	001-100-606						206.88	
001	SINGING RIVER ELECTRIC COOPERATIVE	252665	07/01/2025	06/24/2025			495.73	
	Account Number							
	001-161-631						495.73	
001	ACE HARDWARE OF OCEAN SPRINGS	252668	07/01/2025	06/24/2025			71.95	
	Account Number							
	001-170-639						71.95	
001	SCOTT ANKERSON, CUSTODIAN	252670	07/01/2025	06/24/2025			178.69	
	Account Number							
	001-001-698						12.00	
	001-090-559						10.00	
	001-001-698						8.00	
	001-001-698						8.00	
	001-203-559						8.00	
	001-090-559						10.69	
	001-090-559						8.55	
	001-090-559						7.68	
	001-090-559						22.37	
	001-205-559						32.09	
	001-090-559						51.31	
001	FUELMAN	252671	07/01/2025	06/24/2025			3,021.06	
	Account Number							
	001-090-525						69.42	
	001-100-525						2,268.49	
	001-161-525						394.05	
	001-170-525						194.20	
	001-205-525						94.90	
001	FUELMAN	252675	07/01/2025	06/24/2025			2,865.31	
	Account Number							
	001-090-525						113.64	
	001-100-525						1,904.56	
	001-161-525						547.58	
	001-170-525						265.91	
	001-205-525						33.62	

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	252680	07/01/2025	06/25/2025	Invoice # 9452	Date 06/24/2025	3,900.00	3,900.00
001	GRAND VIEW SECURITY LLC Account Number 001-170-639	252681	07/01/2025	06/25/2025	Invoice # 0621129712	Date 06/23/2025	130.00	130.00
001	HURRICANE HARLEY DAVIDSON Account Number 001-100-570	252682	07/01/2025	06/25/2025	Invoice # 254059	Date 06/05/2025	55.34	3.98
					254059	06/05/2025		37.98
					254059	06/05/2025		117.98
					254059	06/05/2025		25.98
					254059	06/05/2025		3.98
					254059	06/05/2025		-162.56
					254081	06/06/2025		-43.98
					254081	06/06/2025		71.98
001	SOUTHERN MS PLANNING & DEV DISTRICT INC Account Number 001-092-652	252687	07/01/2025	06/25/2025	Invoice # 13323	Date 04/29/2025	24,596.69	24,596.69
001	OHANA CPR SERVICES Account Number 001-100-681	252688	07/01/2025	06/25/2025	Invoice # GPD2025-01	Date 06/24/2025	70.00	70.00
001	BORDIS & DANOS PLLC Account Number 001-060-602	252689	07/01/2025	06/25/2025	Invoice # 144	Date 06/02/2025	11,250.00	11,250.00
001	TEAM ONE COMMUNICATIONS INC Account Number 001-100-559	252695	07/01/2025	06/26/2025	Invoice # 1110027621	Date 03/19/2025	750.00	750.00
001	REYNOLDS WHOLESALE CO Account Number 001-170-513	252696	07/01/2025	06/26/2025	Invoice # 78993	Date 06/16/2025	1,813.37	42.00
					78993	06/16/2025		165.00
					79026	06/19/2025		173.70
					79026	06/19/2025		53.90
					79026	06/19/2025		147.80
					79026	06/19/2025		227.80
					79026	06/19/2025		454.35
					79026	06/19/2025		140.00
					79026	06/19/2025		51.90
					79026	06/19/2025		58.50
					79026	06/19/2025		95.20
					79026	06/19/2025		42.32
					79026	06/19/2025		26.00

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	252696	07/01/2025	06/26/2025			1,813.37 (CONTINUED)	
	Account Number			Invoice #	Date	P.O.	Amount	
	001-170-559			24X33 WHT CAN LINER 500CT (2)	79026	06/19/2025	251103	65.90
	001-170-559			FUSION TIME MIST SPRAY 12CS	79026	06/19/2025	251103	69.00
001	FLOWER PATCH	252698	07/01/2025	06/26/2025			45.00	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-001-559			ALSTROEMERIA FLOWER (20)	68	06/20/2025	251111	45.00
001	JB TALLEY CONSTRUCTION INC	252702	07/01/2025	06/26/2025			1,950.00	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-090-601			DEMO-CLR: 3661 MACKERAL DR	250625-001	06/25/2025	251093	1,950.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	252704	07/01/2025	06/26/2025			60.00	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-001-559			NAME PLATE: MINOR AT-LARGE	2506040	06/10/2025	251079	20.00
	001-001-559			NAME PLATE: JAMISON W3	2506040	06/10/2025	251079	20.00
	001-001-559			NAME PLATE: FULLER W4	2506040	06/10/2025	251079	20.00
001	TILLY WILLIE CREATIONS LLC	252707	07/01/2025	06/26/2025			350.00	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-100-535			NAVY SWEATSHIRT (3): LAROUSSE	0006903	06/25/2025	251085	150.00
	001-100-535			NAVY TSHIRT (5): LAROUSSE	0006903	06/25/2025	251085	100.00
	001-100-535			WHT TSHIRT (5): LAROUSSE	0006903	06/25/2025	251085	100.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	252711	07/01/2025	06/26/2025			169.96	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-100-500			CS 8.5x11 COPY PAPER (4)	6034494389	06/13/2025	251088	169.96
001	RICHARDSON ATHLETICS	252713	07/01/2025	06/26/2025			5,926.52	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-170-634			4.5" POST W/RIM-BRD (2)	44519	05/30/2025	250848	6,113.40
	001-170-634			DISCOUNT: BASKETBALL GOAL	44519	05/30/2025	250848	-832.00
	001-170-634			FREIGHT: FRASIER PARK	44519	05/30/2025	250848	645.12
001	APOSTOLIC LAW ENFORCEMENT ACADEMY	252714	07/01/2025	06/26/2025			300.00	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-100-681			PATROL SUPRV CRS: NICHOLSON	1804	06/11/2025	250954	100.00
	001-100-681			PATROL SUPRV CRS: HALT	1804	06/11/2025	250954	100.00
	001-100-681			PATROL SUPRV CRS: SHUMOCK	1804	06/11/2025	250954	100.00
001	GRAND VIEW SECURITY LLC	252715	07/01/2025	06/26/2025			2,287.00	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-170-639			AVYCON AVVIO ANTENNA (2)	0512091374	05/21/2025	250959	310.00
	001-170-639			4MP TURRET CAMERA (6)	0512091374	05/21/2025	250959	1,260.00
	001-170-639			NETWORK SWITCH 4 PORT POE	0512091374	05/21/2025	250959	57.00
	001-170-639			SR TECH SERV: GM PARK RMPRS	0512091374	05/21/2025	250959	660.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	252716	07/01/2025	06/26/2025			926.80	
	Account Number			Description	Invoice #	Date	P.O.	Amount
	001-100-535			LS POLY SHIRT: LAROUSSE	1596	06/24/2025	251063	69.99
	001-100-570			4 PKT POLY TROUSER	1596	06/24/2025	251063	74.99
	001-100-535			FLEXRS SS BASE SHIRT	1596	06/24/2025	251063	69.99

Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	252716	07/01/2025	06/26/2025			926.80 (CONTINUED)	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	FLEXRS LS SHIRT	1596	06/24/2025	251063	74.99		
	001-100-535	FLEXRS TAC PANT	1596	06/24/2025	251063	79.00		
	001-100-535	V2 TAC PANT (5)	1596	06/24/2025	251063	324.95		
	001-100-535	SPORT TEK SHORT (5)	1596	06/24/2025	251063	49.90		
	001-100-535	AIRTEK DUTY BELT	1596	06/24/2025	251063	69.00		
	001-100-535	ROTHCO RAIN COAT	1596	06/24/2025	251063	79.00		
	001-100-535	POLICE SAFETY VEST	1596	06/24/2025	251063	34.99		
001	AMAZON CAPITAL SERVICE	252717	07/01/2025	06/26/2025			283.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-635	2PK 12"LED CEILING LIGHT	1DF4KN1VX1	06/13/2025	251073	34.99		
	001-170-635	SHIPPING: BACOT PARK	1DF4KN1VX1	06/13/2025	251073	6.99		
	001-001-559	2CT 45" FAK FERN (2)	1LH7H4FMWG	06/16/2025	251082	91.98		
	001-161-559	2PK FIRE LINE TAPE ROLL (6)	17YG3FY34Q	06/23/2025	251034	149.94		
001	CANNON PAF LLC	252718	07/01/2025	06/26/2025			5,340.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	OIL LEAK DIAGNOSTIC: 19591	526253	06/11/2025	250976	179.00		
	001-100-638	RPR MN SEAL: FT PUMP: GASKET	526253	06/11/2025	250976	2,953.65		
	001-100-638	LEAD FRAME REPL: TRANS: 19591	526253	06/11/2025	250976	1,051.47		
	001-100-638	LEAD FRAME REPL: TRANS: 19591	526253	06/11/2025	250976	873.30		
	001-100-570	HEATER: 17530	250420	06/12/2025	251087	282.75		
001	OCCUPATIONAL HEALTH CENTER INC	252719	07/01/2025	06/26/2025			190.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	PPE EMP PHYS: EDWARDS, A	402605	06/17/2025	251077	75.00		
	001-161-604	COC DRG SCRN: EDWARDS, A	402605	06/17/2025	251077	70.00		
	001-161-604	PFT: EDWARDS, A	402605	06/17/2025	251077	45.00		
FUND TOTAL	1 Claims	to	Checks	48 Total	231,455.90 Manual	Held	Total	231,455.90

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Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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Description	Invoice #	Date	P.O.	Amount
252643 07/01/2025 06/23/2025				4,972.00
JUN 2025 LEASE: SOUND	0945635021	06/19/2025		4,972.00

Description	252644 07/01/2025 06/23/2025	Invoice #	Date	P.O.	Amount
JUL 2025 LAMN MNT: SOUND		23084358	06/23/2025		3,695.83
JUL 2025 GNAT-INSECT APPL		23084361	06/23/2025		267.00
JUL 2025 CHEMICAL APP: SOUND		23084362	06/23/2025		1,177.91

004	SINGING RIVER ELECTRIC COOPERATIVE	252666	07/01/2025	06/24/2025	1,493.19
	Account Number	Description	Invoice #	Date	P.O.
	004-510-631	AMPHITHEATER	118241002	06/06/2025	Amount
			06012025		1,493.19

004	BLOSSMAN GAS INC	252692 07/01/2025	06/26/2025		690.52
	Account Number	Description	Invoice #	Date	P.O. Amount

004-510-699	SAFETY INSP/FORMS/FEES	31949607	06/10/2025	251065	14.93
004-510-630	91.4 GAL PROPANE	31949607	06/10/2025	251065	245.87
004-510-699	120 GAL PROPANE TANK INSTALL	31920572	06/10/2025	251065	192.17
004-510-699	SAFETY INSP/FORMS/FEES	31920572	06/10/2025	251065	172.49
004-510-630	ANNUAL TANK RENT	31920572	06/10/2025	251065	45.00

Account Number	Description	Invoice #	Date	P.O.	Amount
004	GULF COAST FENCE COMPANY INC	252701	07/01/2025	06/26/2025	9,882.00
004-510-720	INSTL 394FT 6' FENCE W/SCRN	38831	06/20/2025	250492	9,882.00

FUND TOTAL	4	Claims	to	5	Total	22,178.45	Manual	Held	Total	22,178.45
		Checks								

Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS							
	Account Number	252663	07/01/2025	06/24/2025			896.48	
	156-100-606							
		MODEM PLAN (26)	MAY 2025		05032025	06/02/2025	896.48	
156	PTS SOLUTIONS INC							
	Account Number	252677	07/01/2025	06/24/2025			2,500.00	
	156-100-799							
		OMNI COURT INTERFACE			2025-008	06/23/2025	2,500.00	
FUND TOTAL 156 Claims		to	Checks	2 Total	3,396.48	Manual	Held	Total 3,396.48

2021

Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Denied
1	1/1/2020	1/1/2020	12345	67890	\$100.00	Approved
2	2/1/2020	2/1/2020	23456	78901	\$200.00	Approved
3	3/1/2020	3/1/2020	34567	89012	\$300.00	Approved
4	4/1/2020	4/1/2020	45678	90123	\$400.00	Approved
5	5/1/2020	5/1/2020	56789	01234	\$500.00	Approved
6	6/1/2020	6/1/2020	67890	12345	\$600.00	Approved
7	7/1/2020	7/1/2020	78901	23456	\$700.00	Approved
8	8/1/2020	8/1/2020	89012	34567	\$800.00	Approved
9	9/1/2020	9/1/2020	90123	45678	\$900.00	Approved
10	10/1/2020	10/1/2020	01234	56789	\$1000.00	Approved
11	11/1/2020	11/1/2020	12345	67890	\$1100.00	Approved
12	12/1/2020	12/1/2020	23456	78901	\$1200.00	Approved
13	1/1/2021	1/1/2021	34567	89012	\$1300.00	Approved
14	2/1/2021	2/1/2021	45678	90123	\$1400.00	Approved
15	3/1/2021	3/1/2021	56789	01234	\$1500.00	Approved
16	4/1/2021	4/1/2021	67890	12345	\$1600.00	Approved
17	5/1/2021	5/1/2021	78901	23456	\$1700.00	Approved
18	6/1/2021	6/1/2021	89012	34567	\$1800.00	Approved
19	7/1/2021	7/1/2021	90123	45678	\$1900.00	Approved
20	8/1/2021	8/1/2021	01234	56789	\$2000.00	Approved
21	9/1/2021	9/1/2021	12345	67890	\$2100.00	Approved
22	10/1/2021	10/1/2021	23456	78901	\$2200.00	Approved
23	11/1/2021	11/1/2021	34567	89012	\$2300.00	Approved
24	12/1/2021	12/1/2021	45678	90123	\$2400.00	Approved
25	1/1/2022	1/1/2022	56789	01234	\$2500.00	Approved
26	2/1/2022	2/1/2022	67890	12345	\$2600.00	Approved
27	3/1/2022	3/1/2022	78901	23456	\$2700.00	Approved
28	4/1/2022	4/1/2022	89012	34567	\$2800.00	Approved
29	5/1/2022	5/1/2022	90123	45678	\$2900.00	Approved
30	6/1/2022	6/1/2022	01234	56789	\$3000.00	Approved
31	7/1/2022	7/1/2022	12345	67890	\$3100.00	Approved
32	8/1/2022	8/1/2022	23456	78901	\$3200.00	Approved
33	9/1/2022	9/1/2022	34567	89012	\$3300.00	Approved
34	10/1/2022	10/1/2022	45678	90123	\$3400.00	Approved
35	11/1/2022	11/1/2022	56789	01234	\$3500.00	Approved
36	12/1/2022	12/1/2022	67890	12345	\$3600.00	Approved
37	1/1/2023	1/1/2023	78901	23456	\$3700.00	Approved
38	2/1/2023	2/1/2023	89012	34567	\$3800.00	Approved
39	3/1/2023	3/1/2023	90123	45678	\$3900.00	Approved
40	4/1/2023	4/1/2023	01234	56789	\$4000.00	Approved
41	5/1/2023	5/1/2023	12345	67890	\$4100.00	Approved
42	6/1/2023	6/1/2023	23456	78901	\$4200.00	Approved
43	7/1/2023	7/1/2023	34567	89012	\$4300.00	Approved
44	8/1/2023	8/1/2023	45678	90123	\$4400.00	Approved
45	9/1/2023	9/1/2023	56789	01234	\$4500.00	Approved
46	10/1/2023	10/1/2023	67890	12345	\$4600.00	Approved
47	11/1/2023	11/1/2023	78901	23456	\$4700.00	Approved
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5,280.00
4,659.60
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9,989.50

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Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	252634	07/01/2025	06/23/2025	Invoice # JUN 2025	Date 06/20/2025	P.O. 3,748.79	
LIBRARY SUPPORT							3,748.79	
FUND TOTAL 172 Claims to							3,748.79	
Checks 1 Total							3,748.79	
Manual							3,748.79	
Held							3,748.79	
Total							3,748.79	

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

Fund	Name of Claimant
1	2
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Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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173	SEYMOUR ENGINEERING PLLC	Account Number
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Description	252646 07/01/2025	06/23/2025	Invoice #	Date	P.O.
TASK ORDER #1 100%			9449	06/17/2025	

3,942.50	
Amount	
	3,942.50

FUND TOTAL 173 CLAIMS to

Checks	1 Total	3,942.50 Manual
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Held	Total	3,942.50
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Docket of Claims
Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC							
	Account Number	252614	07/01/2025	06/17/2025			702.20	
	176-170-699	HOSTING FEE MAY 2025		4161	06/15/2025	P.O.	Amount	
	176-170-699	SHOPPING CART		4161	06/15/2025		52.20	
	176-170-699	WEBSITE MAINT 05/15-06/14/25		4161	06/15/2025		300.00	
							350.00	
176	COCA COLA BOTTLING CO UNITED INC							
	Account Number	252617	07/01/2025	06/17/2025			127.44	
	176-170-541	CS 200Z DR PEPPER (1)		4712450507	05/23/2025	P.O.	Amount	
	176-170-541	CS 200Z COKE (1)		4712450507	05/23/2025		32.64	
	176-170-541	CS 200Z BAROS ZERO (1)		4712450507	05/23/2025		32.64	
	176-170-541	CS 200Z SPORTS DRINK (1)		4712450507	05/23/2025		29.52	
176	FOSTERS A/C & HEATING INC							
	Account Number	252618	07/01/2025	06/17/2025			167.50	
	176-170-699	DESCRIPTION		Invoice #	Date	P.O.	Amount	
		ESA RENEWAL/CLING: ENT BLDG		P1169333	06/06/2025		167.50	
176	AT&T							
	Account Number	252660	07/01/2025	06/24/2025			181.95	
	176-170-605	DESCRIPTION		Invoice #	Date	P.O.	Amount	
		MTNLY SERV 2 LINES		2284972244	06/14/2025		181.95	
176	CAN'T MISS EMBROIDERY							
	Account Number	252693	07/01/2025	06/26/2025			382.50	
	176-170-535	DESCRIPTION		Invoice #	Date	P.O.	Amount	
	176-170-535	EMBROIDER TEE W/LOGO (7)		29605	06/16/2025	251081	59.50	
	176-170-535	EMBROIDER SHIRT W/LOGO (35)		29605	06/16/2025	251081	297.50	
	176-170-535	EMBROIDER CARDIGAN W/LOGO (3)		29605	06/16/2025	251081	25.50	
176	REYNOLDS WHOLESALE CO							
	Account Number	252697	07/01/2025	06/26/2025			486.95	
	176-170-559	DESCRIPTION		Invoice #	Date	P.O.	Amount	
	176-170-559	JUMBO JR TISSUE 12CT (3)		79024	06/19/2025	251102	82.50	
	176-170-559	38X58 BLK CAN LINER 100CT(6)		79024	06/19/2025	251102	209.70	
	176-170-559	MFB TOWELS (3)		79024	06/19/2025	251102	80.85	
	176-170-559	TISSUE ROLLS 96 CS (2)		79024	06/19/2025	251102	113.90	
FUND TOTAL 176 Claims	to	Checks	6 Total	2,048.54	Manual	Held	Total	2,048.54

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

Fund	Name of Claimant

Trans #	Release Date
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Claim Date	Claim Number	Check Number
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Claim
Amount

Approved/Disapproved

255 THE PEOPLES BANK

252603 07/01/2025 06/13/2025

447,308.75

Account Number
255-680-812

255-680-8123

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Description	PRN: GO REF BOND	\$2020
INT: CO PRF BOND	\$2020	

INT: GO REF BOND \$2020

INT: GO REF BOND SZ020
ANNUAL ADMIN FEE

Invoice #	Date
3322	05/08/2025

03/08/2023
05/08/2025

3322 05/08/2025
3322 05/08/2025

423,000.00

423,000.00
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22,058.75
2,250.00

FUND TOTAL 255 Claims

Checks	1 Total	447,308.75 Manual
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Helv

Total

447,308.75

Release date from 07/01/2025 thru 07/01/2025

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	252673	07/01/2025	06/24/2025	Invoice # 202173-06	Date 06/24/2025	P.O. 1,102.45	1,102.45
309	DAN HENSARLING INC Account Number 309-510-756	252674	07/01/2025	06/24/2025	Invoice # 1	Date 06/24/2025	P.O. 112,753.60	112,753.60
FUND TOTAL 309 Claims		2	Total	113,856.05	Manual	Held	Total	113,856.05

Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC Account Number 362-600-763 362-600-763	252647	07/01/2025	06/23/2025	9450	9450	19,805.00	
							6,550.00	
							13,255.00	
362	MILLER ENTERPRISES LLC Account Number 362-600-790	252649	07/01/2025	06/23/2025	3		231,317.58	
							231,317.58	
FUND TOTAL 362 Claims	to	Checks	2 Total		251,122.58	Manual	Held	Total 251,122.58

Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
363	SEYMOUR ENGINEERING PLLC Account Number 363-726-762	252648	07/01/2025	06/23/2025			36,000.00	
		ENG DESIGN/BIDDING 25%		9451	06/17/2025	P.O.	Amount	
FUND TOTAL 363 Claims	to	Checks	1 Total				36,000.00 Manual	
							Held	
							Total	36,000.00

Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT							
	Account Number	252598	07/01/2025	06/13/2025			35,549.66	
	400-680-822	ST LNS #4 90/57 WTR			06092025	06/09/2025	10,948.67	
	400-680-822	ST LNS #4 90/57 SWR			06092025	06/09/2025	9,019.22	
	400-680-823	ST LNS #5 ALLEN RD			06092025	06/09/2025	2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR			06092025	06/09/2025	3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR			06092025	06/09/2025	9,665.99	
400	2018-2019 BOND DEBT SERVICE FUND						24,000.00	
	Account Number	252601	07/01/2025	06/16/2025				
	400-900-950	JUL 2025: 2018 BOND DS			07012025	07/01/2025	24,000.00	
400	2018-2019 BOND DEBT SERVICE FUND						32,000.00	
	Account Number	252602	07/01/2025	06/16/2025				
	400-900-950	JUL 2025: 2019 BOND DS			07012025	07/01/2025	32,000.00	
400	JACKSON COUNTY UTILITY AUTHORITY						256,417.00	
	Account Number	252629	07/01/2025	06/19/2025				
	400-651-668	JUL 2025 TREATMENT CHGS			3081	07/01/2025	256,417.00	
400	VULCAN CONSTRUCTION MATERIAL LLC						4,764.38	
	Account Number	252633	07/01/2025	06/20/2025				
	400-651-683	4.78 TN MS610: UNIVERSITY			06172025	06/17/2025	205.54	
	400-651-683	10.06TN MS610: UNIVERSITY			06172025	06/17/2025	432.58	
	400-651-683	9.60 TN MS610: UNIVERSITY			06172025	06/17/2025	412.80	
	400-651-683	9.77TN MDOT 200LB:UNIVERSITY			06172025	06/17/2025	576.43	
	400-651-683	10.13TN MDOT 200LB:UNIVERSITY			06172025	06/17/2025	597.67	
	400-651-683	4.58TN MDOT 100LB:UNIVERSITY			06172025	06/17/2025	270.22	
	400-651-683	35.32TN MDOT 200LB:UNIVERSITY			06242025	06/24/2025	2,083.88	
	400-651-585	3.14 TN 3"-6" GAHION: OXFORD			3741028	06/24/2025	185.26	
400	AT&T						189.12	
	Account Number	252661	07/01/2025	06/24/2025				
	400-650-605	MONTHLY SERVICE			2284975234	06/14/2025	189.12	
400	SPARKLIGHT						195.88	
	Account Number	252664	07/01/2025	06/24/2025				
	400-650-698	JUL 2025:118901040			06162025	06/16/2025	195.88	
400	SINGING RIVER ELECTRIC COOPERATIVE						2,041.42	
	Account Number	252667	07/01/2025	06/24/2025				
	400-651-631	SCHOONER WELLS 20688			06122025	06/18/2025	876.60	
	400-651-631	LIFT STNS 20688			06122025	06/18/2025	283.54	
	400-651-631	CARTER-WTR TANK 109812001			06152025	06/20/2025	30.99	
	400-651-631	LIFT STNS 20649			06152025	06/20/2025	749.07	
	400-651-631	LIFT STNS 28779			06152025	06/20/2025	101.22	

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	252672	07/01/2025	06/24/2025	Invoice # NP68601211	Date 06/16/2025 P.O.	107.01	107.01
400	FUELMAN	Account Number 400-650-525					Amount	
400	FUELMAN	252676	07/01/2025	06/24/2025	Invoice # NP68625641	Date 06/23/2025 P.O.	205.53	205.53
400	FUELMAN	Account Number 400-650-525					Amount	
400	SEYMOUR ENGINEERING PLLC	252678	07/01/2025	06/25/2025	Invoice # 8453	Date 06/24/2025 P.O.	1,800.00	450.00 225.00 1,125.00
400	SEYMOUR ENGINEERING PLLC	Account Number 400-651-683					Amount	
400	SEYMOUR ENGINEERING PLLC	Account Number 400-651-683					Amount	
400	SEYMOUR ENGINEERING PLLC	Account Number 400-651-698					Amount	
400	SEYMOUR ENGINEERING PLLC	252679	07/01/2025	06/25/2025	Invoice # 9454	Date 06/24/2025 P.O.	5,807.50	5,807.50
400	SEYMOUR ENGINEERING PLLC	Account Number 400-650-603					Amount	
400	SINGING RIVER ELECTRIC COOPERATIVE	252686	07/01/2025	06/25/2025	Invoice # 06172025	Date 06/23/2025 P.O.	6,518.91	2,752.25 3,766.66
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number 400-651-631					Amount	
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number 400-651-631					Amount	
400	AT&T	252690	07/01/2025	06/26/2025	Invoice # 2284972276	Date 06/06/2025 P.O.	86.93	86.93
400	AT&T	Account Number 400-650-605					Amount	
400	CAN'T MISS EMBROIDERY	252694	07/01/2025	06/26/2025	Invoice # 29569	Date 06/12/2025 P.O.	141.50	101.50 40.00
400	CAN'T MISS EMBROIDERY	Account Number 400-650-535					Amount	
400	CAN'T MISS EMBROIDERY	Account Number 400-650-535					Amount	
400	SOUTHERN PIPE & SUPPLY CO INC	252703	07/01/2025	06/26/2025	Invoice # 988063-00	Date 06/06/2025 P.O.	2,242.80	2,242.80
400	SOUTHERN PIPE & SUPPLY CO INC	Account Number 400-651-709					Amount	
400	CONTINENTAL BATTERY COMPANY	252705	07/01/2025	06/26/2025	Invoice # 3245061125	Date 06/11/2025 P.O.	182.10	182.10
400	CONTINENTAL BATTERY COMPANY	Account Number 400-651-581					Amount	
400	CENTRAL PIPE SUPPLY-JACKSON	252706	07/01/2025	06/26/2025	Invoice # 415139.001	Date 06/19/2025 P.O.	369.00	213.60 139.86 15.54
400	CENTRAL PIPE SUPPLY-JACKSON	Account Number 400-651-581					Amount	
400	CENTRAL PIPE SUPPLY-JACKSON	Account Number 400-651-581					Amount	
400	CENTRAL PIPE SUPPLY-JACKSON	Account Number 400-651-581					Amount	
400	SHEPPARD SERVICES LLC	252708	07/01/2025	06/26/2025	Invoice # 33644	Date 06/16/2025 P.O.	3,877.98	3,784.14 93.84
400	SHEPPARD SERVICES LLC	Account Number 400-651-584					Amount	
400	SHEPPARD SERVICES LLC	Account Number 400-651-581					Amount	

Release date from 07/01/2025 thru 07/01/2025

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MAGNOLIA REPAIR SERVICES LLC Account Number 400-651-584	252710	07/01/2025	06/26/2025	Invoice # 250753	Date 06/12/2025	P.O. 251070	4,471.00 4,471.00
400	CITY ELECTRIC SUPPLY CO Account Number 400-651-584	252712	07/01/2025	06/26/2025	Invoice # PAS/102498	Date 06/05/2025	P.O. 251059	364.98 258.02
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-584	252720	07/01/2025	06/26/2025	Invoice # 470448	Date 06/18/2025	P.O. 251046	174.00 174.00
FUND TOTAL 400 Claims		Checks	22 Total	381,506.70	Manual	Held	Total	381,506.70

Release date from 07/01/2025 thru 07/01/2025

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	48 Total	231,455.90 Manual	Held	Total	231,455.90
FUND 4 Claims	to	Checks	5 Total	22,178.45 Manual	Held	Total	22,178.45
FUND 156 Claims	to	Checks	2 Total	3,396.48 Manual	Held	Total	3,396.48
FUND 160 Claims	to	Checks	1 Total	9,989.60 Manual	Held	Total	9,989.60
FUND 172 Claims	to	Checks	1 Total	3,748.79 Manual	Held	Total	3,748.79
FUND 173 Claims	to	Checks	1 Total	3,942.50 Manual	Held	Total	3,942.50
FUND 176 Claims	to	Checks	6 Total	2,048.54 Manual	Held	Total	2,048.54
FUND 255 Claims	to	Checks	1 Total	447,308.75 Manual	Held	Total	447,308.75
FUND 309 Claims	to	Checks	2 Total	113,856.05 Manual	Held	Total	113,856.05
FUND 310 Claims	to	Checks	1 Total	1,695.79 Manual	Held	Total	1,695.79
FUND 362 Claims	to	Checks	2 Total	251,122.58 Manual	Held	Total	251,122.58
FUND 363 Claims	to	Checks	1 Total	36,000.00 Manual	Held	Total	36,000.00
FUND 400 Claims	to	Checks	22 Total	381,506.70 Manual	Held	Total	381,506.70
FUND 999 Claims	to	Checks	1 Total	17.53 Manual	Held	Total	17.53
Total for all Funds		Checks	94 Total	1,508,267.66 Manual	Held	Total	1,508,267.66

Councilman Jackson requested to pull consent agenda item 3 for further discussion.

Councilman Minor made the motion to approve consent agenda items 1, 2, and 4, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 303-2025

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, and 4 are hereby approved.

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

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

AYES: Casey Vaughan
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAY: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

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

ORDER NUMBER 304-2025

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 Recessed Council Meeting held June 17, 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 **Councilman Minor**, seconded by **Councilman George**, and the following vote was recorded:

AYES: **Casey Vaughan**
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

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

ORDER NUMBER 305-2025

WHEREAS, the Grants and Projects Department requests approval to execute a Memorandum of Understanding (MOU) with Jackson County, Mississippi for the Provision of Recreation Services for the Pascagoula River Blueway; and

WHEREAS, Jackson County wishes to partner with the City of Gautier to provide additional recreation to its citizens through the Pascagoula River Blueway project; and

WHEREAS, under this agreement, Jackson County will construct outdoor recreation features including, but not limited to, access points to the Pascagoula River basin for paddling activities, ADA parking improvements, kayak rack, floating kayak launch, camping and picnic areas and a comfort station, and signage in Shepard State Park and George Martin City Park within the boundaries of the City; and

WHEREAS, the City will not be required to provide matching or any funds toward the outdoor recreation features, however per the MOU, the City will be maintaining any such recreation features constructed by the County; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with Jackson County regarding the Pascagoula River Blueway Project is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding (MOU) between Jackson County and the City of Gautier is hereby approved.

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

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

AYES: Casey Vaughan
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 19, 2024
Subject: Jackson County Blueway Project MOU for Provision of Recreation Services for the Pascagoula River Blueway for Shepard State Park and George Martin City Park.

REQUEST:

The Grants and Projects Department requests City Council approval to execute a Memorandum of Understanding (MOU) with Jackson County, Mississippi for the Provision of Recreation Services for the Pascagoula River Blueway.

BACKGROUND:

Jackson County reached out to the City of Gautier regarding the Pascagoula River Blueway project to provide additional recreation for the area by constructing outdoor recreation features including, but not limited to, access points to the Pascagoula River basin for paddling activities, ADA parking improvements, kayak rack, floating kayak launch, camping and picnic areas and a comfort station, and signage in Shepard State Park and George Martin City Park within the boundaries of the City.

DISCUSSION:

This MOU is required before the project can move forward to provide outdoor recreation features for Shepard State Park and George Martin City Park. The City will not be required to provide matching or any funds toward the outdoor recreation features.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the Jackson County Memorandum of Understanding for the Provision of Recreation Services for the Pascagoula River Blueway for Shepard State Park and George Martin City Park.

City Council may:

1. Approve entering into the Jackson County Memorandum of Understanding as presented; or
2. Not approve entering into the Jackson County Memorandum of Understanding.

ATTACHMENT(S):

1. MOU

- a) **DURATION.** The term of this Agreement is for the period extending from July 1, 2025 through June 30, 2035, and will automatically renew July 1, 2035 and each subsequent July 1st unless either entity notifies the other in writing sixty (60) days prior to July 1st that it wishes to terminate this Agreement. This Agreement is subject to ratification by the new governing authority of either party in the event the term extends beyond any term of office of said governing authorities. Should the City terminate the agreement prior to the expiration of the term provided herein, the City agrees to compensate the County for the cost of the improvements made upon said property at the time of construction. If the agreement is terminated by the County, all permanent improvements will become the property of the City.
- b) **PURPOSE.** The purpose of this Agreement is to provide additional recreation for the area by constructing outdoor recreation features including, but not limited to, access points to the Pascagoula River basin for paddling activities, ADA parking improvements, kayak rack, floating kayak launch, camping and picnic areas and a comfort station, and signage in Shepard State Park and George Martin City Park within the boundaries of the City.
- c) **MANNER OF FINANCING, STAFFING, ETC.**
- i. There will be no separate legal or administrative entity created by this Agreement. The statutory authority vested in the County and City for recreational services are those set out in the preamble of this Agreement.
- ii. The County agrees to construct the outdoor recreation amenities listed above.
- iii. The City agrees to provide the following services at the facilities located within the City limits:
- Shepard State Park- all regular maintenance for this recreation facility within the corporate limits of the city. Regular maintenance may include, but is not limited to, regular inspection of grounds and improvements; landscaping; grounds maintenance; tree pruning, removal, or planting; litter pick up; garbage removal; restroom sanitation including cleaning, supplying and winterization; rental of restroom facilities; painting; pressure washing; minor repairs to electrical, plumbing, carpentry, and fencing. The City will also manage all facility activities and provide police protection, law enforcement, and security.
- George Martin City Park- all regular maintenance for this recreation facility within the corporate limits of the city. Regular maintenance may include, but is not limited to, regular inspection of grounds and improvements; landscaping; grounds maintenance; tree pruning, removal, or planting; litter

ATTEST:

By: _____
Josh Eldridge, Clerk of the Board

ATTEST:

By: _____
Teresa L. Montgomery, City Clerk

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

ORDER NUMBER 306-2025

WHEREAS, the Gautier Police Department request authorization to enter into a Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with US Air Force 81st Security Squadron; and

WHEREAS, Keesler Air Force Base maintains an indoor firearms range used for military security forces training and qualifications. This agreement would allow the Police Department to utilize the indoor firearms training facility at Keesler Air Force Base; and

WHEREAS, this facility has been made available at no cost to law enforcement agencies for training purposes; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with US Air Force 81st Security Squadron for the use of the Keesler Air Force Base's indoor firearms facility is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that the Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) between the US Air Force 81st Security Squadron and the City of Gautier/Gautier Police Department is hereby approved.

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

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

AYES: Casey Vaughan
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: June 25, 2025
Subject: Authorization to Enter into a Memorandum of Agreement and Memorandum of Understanding with US Air Force 81st Security Squadron

REQUEST:

The Chief of Police respectfully requests authorization from the City Council for the City and the Police Department to enter into a Memorandum of Agreement (MOA) and Memorandum of Understanding (MOU) with the U.S. Air Force 81st Security Forces Squadron. This agreement would allow the Gautier Police Department to utilize the indoor firearms training facility at Keesler Air Force Base.

BACKGROUND:

Keesler Air Force Base maintains an indoor firearms range used for military security forces training and qualifications. The facility has been made available at no cost to law enforcement agencies for training purposes.

DISCUSSION:

The Gautier Police Department currently lacks its own firearms training facility and is reliant on access to external ranges. Partnering with Keesler AFB will offer several key advantages, including:

- The ability to conduct low-light and night-time firearms training and qualifications.
- A climate-controlled environment, allowing training regardless of inclement weather or extreme temperatures.

Access to this facility will enhance our officers' proficiency and readiness, supporting overall public safety and departmental training goals.

RECOMMENDATION:

The Chief of Police recommends that the Mayor and City Council authorize the City and the Police Department to enter into a Memorandum of Agreement and Memorandum of Understanding with the U.S. Air Force 81st Security Forces Squadron for the use of Keesler Air Force Base's indoor firearms training facility.

ATTACHMENT(S):

1. Memorandum of Agreement
2. Memorandum of Understanding

4.3.1 Coordinate and agree upon the use of the indoor firing range no later than 30 days prior to the requested start date.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the GPD-

6.1.1.1 Position and phone number of Primary POC: Training Captain, Training Unit, 228-218-7834

6.1.1.2. Position and phone number of Alternate POC: Training Officer, Training Unit, 228-249-8490

6.1.2. For the 81st SFS—

6.1.2.1. Position and phone number of Primary POC: Section Chief, CATM 228-376-6633

6.1.2.2. Position and phone number of Alternate POC: CATM Trainer 228-376-6634

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed to the following:

6.2.1. If to the GPD:

6.2.1.1. Attn: Training Captain, 3329 Highway 90 Gautier MS, 39553

6.2.2 If to the 81st SFS:

6.2.2.1. 405 Larcher Blvd Keesler AFB MS, 39534

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448 [or equivalent form if with another Federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: The [first party] will bill the [second party] on a monthly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the [second party] within 30 days after the month in which the transaction occurred.

7.3. PAYMENT OF BILLS: The [second party] paying office will forward payments, along with a copy of billed invoices, to the [first party] within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS: See Attachment/Appendix for all other details and information on the reimbursable support identified in paragraph 4.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS: N/A

AGREED:

For the [first party]— For the City of Gautier on behalf of the Gautier Police Department—

David Bever

Chief of Police, Gautier Police Department

(Date)

For the City of Gautier

Casey Vaughn

Mayor, City of Gautier, MS

(Date)

3.1.2. Always keep the firing range clean and in good working order. At no time will GPD personnel sweep or clean up frangible dust. GPD personnel will ensure that all hearing and eye protection is placed back in its original location. All targets used are recycled, target backs put away, brass cleaned up, any ammo cans or crates are put inside the target room neatly, and classroom trash taken out with the classroom cleaned. Range Inspection checklist will be completed prior to firing. No firing will be conducted until the Range Pressure System reads "Ready" with a green light on the panel located within the tower.

3.1.3. Ensure all brass is sorted into the correct ammo crate by caliber. 81 SFS personnel will notify GPD personnel of any issues with the range or scheduling conflicts prior to use. GPD instructors and Range Safety Officers (RSO) will immediately report any issues or damaged equipment to 81 SFS NCOIC. All range operations will be conducted IAW AFI 36-2654 and AFMAN 36-2655.

3.2. The 81 SFS will—

3.2.1 Through the 81 SFS NCOIC, contact the GPD for resolution of any problems with the range after use. Any damage to range and/or equipment, caused by/or attributed to use, the GPD will be liable for reimbursement.

4. **PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. for supervision and management of its personnel.

5. **GENERAL PROVISIONS:**

5.1. POINTS OF CONTACT (POCS). The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the GPD

5.1.1.1. Training Captain, Shad Blevins. Captain, Gautier Police Department,
228-218-7834, sblevins@gautier-ms.gov

5.1.1.2. Training Officer, Torrey Hargrow, Patrolman, Gautier Police
Department, 228-249-8490, thargrow@gautier-ms.gov

5.1.2. For the 81 SFS-

5.9. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.

5.10. EXPIRATION DATE. This MOU expires 10 years after the last signature is applied.

5.11. CANCELLATION OR MODIFICATION OF PREVIOUS UNDERSTANDING.

This MOU modifies or cancels and supersedes the previously signed understanding between the same Parties with the subject , Understanding # and effective date of . [Use this paragraph only when needed to cancel or modify a previous understanding]

5.12. NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

7. LIST OF ATTACHMENTS:

APPROVED: [Approval authority signatures will never be alone on a blank page]

For the [First Party]—

For the [Second Party]—

Signature

Signature

Name and Title of Signatory

Name and Title of Signatory

(Date)

(Date)

Mid-Point Review Due Date: _____ [Enter date mid-point review due]

Mid-Point Review completed by: _____
Signature and Name of Reviewer

Councilman George made the motion to approve the Professional Services agreement with Seymour Engineering, as presented, for the Nanofiltration Water Treatment Plant Lark Well Plant. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 307-2025

WHEREAS, the Grants and Projects Department requests authorization to enter into a Professional Services Agreement with Seymour Engineering for the Nanofiltration Water Treatment Plant – Lark Well Plant; and

WHEREAS, the City was awarded FY2022 Congressionally Directed Spending in the amount of \$2.77 million to assist with the construction of a one million gallons per day (MGD) nanofiltration water treatment plant in the northeast area of Gautier; and

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

WHEREAS, pursuant to this agreement, Seymour Engineering will provide topographic survey, geotechnical services, engineering, design, bidding, construction administration/resident, and project representative services; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Seymour Engineering for the Nanofiltration Water Treatment Plant – Lark Well Plant is hereby approved.

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

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

AYES: Casey Vaughan
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 1, 2025.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 24, 2025
Subject: Professional Services Agreement with Seymour Engineering for the Nanofiltration Water Treatment Plant Lark Well Plant.

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for the Nanofiltration Water Treatment Plant Lark Well Plant.

BACKGROUND:

The EPA's State and Tribal Assistance Grants (STAG) infrastructure grants improve water infrastructure and water quality through funding for drinking water, wastewater, and stormwater projects.

The City was awarded FY2022 Congressionally Directed Spending in the amount of \$2.77 million to assist with the construction of a one million gallons per day (MGD) nanofiltration water treatment plant in the northeast area of Gautier.

DISCUSSION:

Seymour will provide topographic survey, geotechnical services, engineering, design, bidding, construction administration/resident, and project representative services for the Nanofiltration Water Treatment Plant Lark Well Plant construction of not to exceed \$85,600.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for the Nanofiltration Water Treatment Plant Lark Well Plant.

The City Council may:

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

ATTACHMENT(S):

1. Professional Service Agreement

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

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

1.4 Bidding or Negotiating Phase.

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

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

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

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

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

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

1.5. Construction Phase.

During the Construction Phase:

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

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

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

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

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

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

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

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

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

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands

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

3.2 Times of Payments.

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

SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

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

4.2. Reuse of Documents.

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

4.3. Insurance.

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

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

4.4. Controlling Law.

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

4.5. Successors and Assigns.

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

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

OWNER:

DATE:

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

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90
GAUTIER, MS 39553**

ENGINEER:

DATE:

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

ADDRESS FOR GIVING NOTICES:

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

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

EXHIBIT B
STANDARD HOURLY RATES

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

REIMBURSABLE:

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

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

C. Construction Administration

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

COST: LUMP SUM \$12,500.00

D. Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: LUMP SUM \$22,500.00

TOTAL COST: LUMP SUM \$85,600.00

Councilman Jamison made a motion to recess until July 15, 2025 at 6:30pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of July 15, 2025.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

July 15 2025
Receive June 2025 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive June 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	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 June 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 July 15, 2025.

		City of Gautier		
		Business Registry		
		Jun-25		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
506	2026-05-0009162	Economy Boots	\$22.00	Delinquent
377	2026-06-0009163	HMS, Inc.	\$20.00	Current
1881	2026-06-0009164	Boriken Café	\$30.00	Current
1829	2026-06-0009165	Mannah	\$30.00	Current
1876	2026-06-0009166	Bienville Therapy, LLC	\$45.00	Current
1757	2026-02-0009167	Block Construction, LLC	\$22.60	Delinquent
1324	2026-06-0009168	Quadmed, LLC	\$98.50	Current
769	2026-06-0009169	WastePro	\$150.00	Current
623	2026-06-0009170	Jarmon & Sons Lawn & Contracting, LLC	\$20.00	Current
1875	2026-06-0009171	Phoenix Labor Group, LLC	\$30.00	Current
620		Dirt Cheap		Business Closed
1831	2026-06-0009172	One Stop of Gautier	\$40.00	Current
1152	2026-06-0009173	R&R Lawn Care	\$20.00	Current
1937	2026-06-0009174	The Lagoon, LLC	\$55.00	New Business
634	2026-06-0009175	Robinson Realty, LLC	\$20.00	Current
24	2026-06-0009176	Glen Mark Apartments	\$20.00	Current
536	2026-06-0009177	Lowes #2700	\$830.00	Current
391	2026-04-0009178	James Braly	\$22.20	Delinquent
1938	2026-06-0009179	G. Nathan Noble, Design Studio	\$20.00	New Business
1874	2026-06-0009180	William Veve	\$30.00	Current
1325	2026-06-0009181	CVS	\$370.00	Current
		TOTAL:		
		New Business		2
		Transient Vendor		0
		Closed Business		1
		Delinquent Renewal Issued		2
		Current		15

New Business June 2025			
Business Name	Business Address	Business Phone	Business Description
The Lagoon, LLC	3300 Oak St	251-767-3920	Marina sales
G. Nathan Noble, Design Studio	1301 Hastings Rd	703-587-5055	Residential signs

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

Council Meeting:
Title:

July 15, 2025
Approval of water and sewer adjustments for July 2025 in the amount of \$10,598.28

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for July 2025 in the amount of \$10,598.28

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Second Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated July 2025 in the amount of \$10,598.28 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

JULY 2025 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	005-19801-001		47.92				47.92	Behind Walls
	011-07801-000		335.84	35.00			370.84	Pool Fill
	015-12501-002		277.82	70.00			347.82	Pool Fill
	016-26001-002	170.72	234.13				404.85	Theft
	017-22501-000		53.92				53.92	Line in yard
	020-08001-002		147.39	70.00			217.39	Pool Fill
	025-24301-013	423.34	592.93	70.00			1,086.27	Theft
	027-24701-001		179.21	70.00			249.21	Pool Fill
	035-05501-001		201.54	70.00			271.54	Line in yard
	039-01901-007	259.35	532.64	105.00			896.99	Behind Walls
	039-10301-002		64.90				64.90	Pool Fill
	039-15801-000		53.54	105.00			158.54	Line in yard
	044-07901-000		307.01	70.00			377.01	Line in yard
	044-15301-001		181.09	35.00			216.09	Pool Fill
	047-38001-000		18.85				18.85	Line in yard
	056-02541-004		119.06	35.00			154.06	Pool Fill
	062-16201-000	68.66	144.02	35.00			247.68	Line in yard
	077-16201-000		154.63				154.63	Line in yard
	080-07901-001		146.64	35.00			181.64	Pool Fill
	080-11801-002		117.19				117.19	Pool Fill
	095-12001-000	390.85	1,077.28	140.00			1,608.13	Water Heater
	095-15301-007	255.03	549.74	245.00			1,049.77	Behind Walls
	098-12001-010	19.66	26.96				46.62	Theft
	098-16901-002	71.94	122.44	105.00			299.38	Line in yard
	102-01101-000		13.60				13.60	Line in yard
	105-10801-001		87.61				87.61	Pool Fill
	110-24701-001		109.57				109.57	Pool Fill
	110-28701-001		221.77				221.77	Pool Fill
	119-42401-000	72.71	113.94				186.65	Line in yard
	139-45651-003	389.21	773.63	175.00			1,337.84	Water Heater
	TOTAL	2,121.47	7,006.81	1,470.00	0.00	0.00	10,598.28	
	COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

July 15, 2025
Approval of the addendum to the Computer
Support Agreement with Delta Computer
Systems, Inc.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Delta Computer Systems, Inc. Computer Support Agreement Addendum

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 previously entered into a Computer Support Agreement with Delta Computer Systems, Inc. for accounting software maintenance and privilege license system support; and

WHEREAS, the renewal and addendum require an increase of \$41.40, giving the total monthly charge of \$731.40; and

WHEREAS, the City Council hereby finds that the contract renewal and approval of the addendum are in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum to the Computer Support Agreement with Delta Computer Systems, Inc., that includes a \$41.40 increase for the fiscal year 2025-2026, is hereby approved. The new total monthly charge is \$731.40

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

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

AYES:

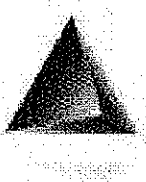
NAYS:

MAYOR

ATTEST:

CITY CLERK

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



Delta Computer Systems, Inc.

A Harris Local Government Company

Computer Software Support Agreement ADDENDUM

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

For: CITY OF GAUTIER-CITY CLERK

MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2025 These charges will be billed on 9/15/2025 due for payment 10/ 1/2025.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	10/2024	490.00	519.40	
2495	Privilege License System Support	10/2024	200.00	212.00	
IVMCBP03 (1)		TOTAL:	690.00	731.40	MONTHLY

Agreed this _____ day of _____, 2025.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553



Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

Unless terminated earlier in accordance with the terms hereof, this contract shall commence on the Commencement Date and shall continue for a duration of one (1) year (the 'Initial Term'). After the Initial Term, this contract shall automatically renew for successive one (1) year periods (each a 'Renewal Term') subject to Delta's then-current pricing unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then-current term. The initial term and each Renewal Term shall collectively be referred to as "Term". Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____,

CITY OF GAUTIER

Client Name _____

Client Signature _____

Printed Name _____

Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

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

Council Meeting:
Title:

July 15, 2025
Approval of Change Order No. 2 to increase the contract days for the Hickory Hills, LaGrange, and Cotita Water Quality and Stormwater Runoff Improvement Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 2 to increase the contract days an additional 90 days for the Hickory Hills, LaGrange, and Cotita Water Quality and Stormwater Runoff Improvement Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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 Grants and Projects Department requests City Council authorization to approve Change Order No. 2 to increase the contract days for the Hickory Hills, LaGrange, and Cotita Water Quality and Stormwater Runoff Improvement Project; and

WHEREAS, Change Order No. 2 serves to increase the contract time additional 90 days, due to weather and material delays, with the new completion date from July 26, 2025, to October 24, 2025; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in contract days is reasonable;

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the Change Order No. 2, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 2 is approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: July 2, 2025
Subject: GOMESA Hickory Hills, LaGrange, and Cotita Water Quality and Stormwater Runoff Improvement Project — Change Order No. 2 Increase Contract Time

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 2 to increase the contract days for the Hickory Hills, LaGrange, and Cotita Water Quality and Stormwater Runoff Improvement Project an additional 90 days

BACKGROUND:

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

The City was awarded \$2,973,981 in GOMESA funding for the Hickory Hills, Lagrange, and Cotita Water Quality and Stormwater Runoff Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish, wildlife, and natural resources.

The project will consist of installing a new drainage system including drain inlets, concrete ditch, series of reinforced concrete pipes, grassed outfall swales as a secondary treatment system, and erosion control measures that will also be implemented throughout the project.

The stormwater treatment structures will remove sediment from stormwater runoff decreasing pollutant discharges into the Pascagoula River and Gulf of Mexico. The implementation of erosion control measures will aid in coastal restoration, and hurricane protection, and mitigate the loss of coastal wetlands.

Change Order No. 1 served to increase the contract amount by \$12,300 due to an addition of a line item of a 4" thick concrete driveway that was overlooked in the original design. The approved contract amount increased from \$1,739,193 to \$1,751,493.

DISCUSSION:

Change Order No. 2 serves to increase the contract time by an additional 90 days, which will push the project completion from July 26, 2025, to October 24, 2025. The request for additional days is due to weather and material delays the contractor has encountered on the project. The contractor has worked every weekend since the NTP was issued to keep the project on track. If approved the contract time will increase from 120 days to 210 days.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 2 to increase the contract days for the Hickory Hills, LaGrange, and Cotita Water Quality and Stormwater Runoff Improvement Project

The City Council may:

1. Authorize approval of Change Order No. 2, as presented; or
2. Not authorize approval of Change Order No. 2.

ATTACHMENT(S):

1. Change Order No. 2

CHANGE ORDER

OWNER:

City of Gautier
3330 Hwy. 90
Gautier, MS 39553

CHANGE ORDER NO.**2****DATE:**

July 2, 2025

CONTRACTOR:

MILLER ENTERPRISE, LLC
136 WILSON RD
HATTIESBURGE, MS 39402

ENGINEER: Seymour Engineering, PLLC**PROJECT:** HICKORY HILLS DRAINAGE
IMPROVEMENTS

SUMMARY:

This Change Order serves to increase the contract time 90 days based on weather delay and material delays Miller Enterprises has encountered during this project. Miller Enterprises has done everything in their power to keep the project progressing. Including working every weekend since the project has started, weather permitting. With that said, the new Substantial Completion date will be October 24th, 2025

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

The original Contract Sum:	\$1,739,193.00
Net Change by previously authorized Change Orders:	\$12,300.00
The Contract Sum prior to this Change Order was:	\$1,751,493.00
The Contract Sum will now Change (+):	\$0.00
The New Contract Sum including this Change Order will be:	\$1,751,493.00

The original Contract Time:	120
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	7/26/2025
The Contract Time will now Change by (+) days:	90
The New Date of Substantial Completion will be:	10/24/2025

CONTRACTOR:**ENGINEER:****OWNER:**By: Russell Miller

By:



By:

Date: 7/2/2025Date: 7/2/2025

Date:



MILLER ENTERPRISES LLC.

136 WILSON ROAD
HATTIESBURG, MS 39402
OFFICE
601 264-1060
FAX
601-264-4471

July 2, 2025

Mr. Hunter Sonier
Seymour Engineering
925 Tommy Munro Drive, Ste. G
Biloxi, MS 39532

RE: Hickory Hills Drainage Improvements for City of Gautier, MS

Please let this letter serve as a notice for our request for a 90-day extension to our contract. Listed below are some of the reasons for our request.

56 days

We have had 28 rainy days since the beginning of the project through June 30th. Each rain day cost Miller Enterprises at least one additional day for dewatering and prepping, before construction can resume.

3 days

We have had to build three conflict boxes as of June 30th. Each added an additional day per box to the project.

28 days

We were assured delivery of **the Vortech VX7000** drainage box in six weeks by the manufacturer. It was finally delivered after ten weeks and installed on June 4th. Due to the lead time for delivery of the box being so long, we had to begin construction of the drainage system from the high end instead of the low end as standard construction practices are for drainage systems. This has resulted in a significant number of non-productive workdays causing us to have to manage the rainwater that has gotten trapped inside the new drainage system after each rainfall event.

3 days

Manhole covers were originally estimated to be delivered in seven weeks by the supplier. After waiting nine weeks, they were delivered causing us to use temporary covers. Then having to backtrack and install manhole covers

Yours and the City of Gautier's consideration in this matter is greatly appreciated.

For more information, please contact Russell Miller 601-270-1036,
russell@mellccon.com.

Sincerely,

Russell Miller

Russell Miller
President



4/3/2025

Project: Hickory Hill Drainage Improvements

Location: Gautier, MS

Subject: Material Lead Times

Mr. Russell Miller,

Please see below for current expected lead times per our manufacturers.

Contech- Vortech System- 6 weeks out

East Jordan – Gautier castings- 7 weeks out.

Thank you,

Jody Lee

Account Manager

Office: (228) 863-2757

 **FERGUSON®**

14231 Seaway RD, Unit B-5
Gulfport, MS 39503
Phone (228) 863-2757

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

July 15, 2025
Approval of Amendment 3 to the Post Opening Agreement for The Sound Amphitheater between the City of Gautier and PTP Country, LLC

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of Amendment 3 to the Post Opening Agreement for The Sound Amphitheater between the City of Gautier and PTP Country, LLC

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐
								Fuller	☐
									Elbin
									☐

Second Made by:									
Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐
								Fuller	☐
									Elbin
									☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
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, on October 17, 2023, the City of Gautier entered into a Post-Opening agreement with 46 Entertainment, which serves to enhance Town Commons Park and ensure its viability and functionality through successful promotion and engagement of performers at the Amphitheater to operate The Sound; and

WHEREAS, this contract amendment serves to:

- 1) Amend Section 1(B) to extend the contract to March 1, 2028;
- 2) Amend Section 1(B) to permit “no cause” termination, but only upon 90 days notice prior to December 1st of the given year;
- 3) Amend Section 30 regarding Facilities Surcharges; and

WHEREAS, the Mayor and Council Member hereby find that approval of Amendment 3 is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment 3 to the Post Opening Agreement for The Sound Amphitheater between the City of Gautier and PTP Country, LLC, is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

AMENDMENT 3 TO POST-OPENING AGREEMENT FOR THE SOUND AMPHITHEATER

This Amendment 3 to the Post-Opening Agreement for The Sound Amphitheater (“the Agreement”), dated _____ is effective as of July __, 2025 (“Amendment Effective Date”) by and between the City of Gautier and PTP Country, LLC. The parties agree to amend the Agreement as set forth herein:

1. **TERM.** As of the Amendment Effective Date, Section 1(B) is hereby deleted and replaced with the following:

B. TERM. The non-exclusive license extended by VENUE to PROMOTER shall be for a period (hereinafter called the “Term”) commencing on October 17, 2023, and ending on March 1, 2028, for the sole purpose of concerts and parking (hereinafter called the “Events”). The parties may extend the term by mutual agreement prior to the end of the term. If either party does not wish to extend the agreement for an additional term, 90 days’ notice prior to the expiration of the term must be provided to the other party or the term shall automatically be extended for additional term for the same period as the original term (to the extent permitted under Mississippi law). If either party desires to terminate this Agreement without cause prior to March 1, 2028, prior written notice of termination must be provided to the other party by December 1st of that calendar year, which will serve to terminate this Agreement on March 1st of the following year. This is the only method of notice through which this Agreement can be terminated without cause.

2. **FACILITIES SURCHARGE.** As of the Amendment Effective Date, Section 30 is hereby deleted and replaced with the following:

30. FACILITIES SURCHARGE.

A facilities surcharge shall be added onto the price of each admission ticket. Said charge shall be \$8.50 per ticket for the first 50,000 tickets sold each year and shall be reflected on the face of each ticket. Said surcharge in the amount of \$8.50 shall be automatically included by PROMOTER, unless VENUE agrees to lower the surcharge or not to include surcharge for a specific Event, which shall be at VENUE’s sole option. For all tickets sold in excess of 50,000 each year, the facilities surcharge of \$4.00 shall be automatically included by PROMOTER, unless VENUE agrees to lower the surcharge or not to include surcharge for specific Event, which shall be at VENUE’S sole option. All revenues generated from said surcharge shall be the sole property of VENUE and shall be deducted from ticket sale receipts.

PROMOTER guarantees that the VENUE shall receive \$560,000 in revenue generated from venue rental, sponsorships, and facility surcharges from the first 10 shows during each year of this contract; however, PROMOTER shall have the option to adjust venue rental, sponsorship funds and facilities surcharge to achieve the guaranteed revenue amount herein with approval of the City Manager. PROMOTER agrees to expend \$40,000.00 (in addition to the \$560,000.00 payment to the VENUE) in general marketing and advertising of the venue not related to any particular shows. Within 30 days of the last show of the calendar year, PROMOTER shall provide proof of expenditures for general marketing purposes. Should PROMOTER fail to expend \$40,000.00 or any portion thereof, the unspent portion shall be paid to the VENUE. If venue rental, sponsorships, and facility surcharges from the first 10 shows do not generate \$600,000.00 in revenues to the VENUE, the PROMOTER agrees to pay the difference from any sources at its disposal.

3. **Effect of Amendment.** Except for the changes reflected in this Amendment, all terms and conditions contained in the Agreement shall continue in full force and effect in accordance with their provisions on the date of this Amendment. In the event of a conflict between the provision of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

THE CITY:
CITY OF GAUTIER,
A MUNICIPAL CORPORATION

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this instrument has been executed in multiple originals in the presence of the undersigned witness, as _____, this _____ day of _____, 2024.

PROMOTER:
PTP Country, LLC

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named PTP Country, LLC who being by me duly sworn, states on oath that they signed the above and foregoing Post Opening Agreement in regard to Gautier Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named the City of Gautier, who being by me duly sworn, states on oath that they signed the above and foregoing Post Opening Agreement in regard the Gautier Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

**CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

July 15, 2025
Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2025

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, the Council of the City of Gautier, Mississippi, hereby approved, after lawful notice and hearing, that the parcel of land described in "Exhibit A" was in such a state of uncleanness as to be a menace to the public health and safety of the community and authorized it to be abated by the City; and

WHEREAS, during each public hearing, the City Council approved assessment of the cost associated with the abatements, in addition to penalties, as indicated on Exhibit A; and

WHEREAS, the parcel has now been abated by the City of Gautier; and

WHEREAS, it is hereby resolved that the amount set for the parcel listed hereinafter is the actual cost of cleaning of the parcel, plus any penalties, as identified; and

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

SECTION 1. That the City Council for the City of Gautier hereby adopts the foregoing recitals as its findings.

SECTION 2. That the parcel of land identified in "Exhibit A," which is described by reference to deeds recorded at the appropriate pages in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning the parcel, plus any penalties, as identified.

SECTION 3. That these amounts are hereby declared to be an assessment and lien against the parcel listed in "Exhibit A," which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgements are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the liens in the manner provided by law for the sale of land for delinquent taxes.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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



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

CITY OF GAUTIER

Nature's Playground

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

June 25, 2025

Re: Resolution For Lien Assessment

Dear Council Members:

I am requesting the Council approve the abatement costs of 3661 Mackerel Drive. The costs are associated with a previous abatement and lien order this Council issued for this property. Details of the abatement costs are provided below. If you need any further information, my number is 228-497-1868 ext 319 and my email address is epatterson@gautier-ms.gov.

EXHIBIT A

Parcel & Address	Owner & Mailing Address	Total Assessment
#86304187.000 3661 Mackerel Drive Gautier, MS 39553	Lajuana McLain (EST) 3661 Mackerel Drive Gautier, MS 39553 Phone: (no phone number on file)	Cost: \$1,950 Penalty: \$1,500 Total Assessment: \$3,450

Sincerely,

Eric Patterson
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
July 15, 2025**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
